

New South Wales Nurses Association (Qantas Airways Limited) Enterprise Agreement VII (as varied 2008)

1. Title

This Agreement will be known as the NSW Nurses Association (Qantas Airways Limited) Enterprise Agreement VII (as varied 2008).

2. Arrangement

This Agreement is arranged as follows:

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Part 1 – Application and Operation of Agreement

3. Duration

This Agreement as extended and varied by order of the Australian Industrial Relations Commission (AIRC) shall operate on and from the date of an order made by the AIRC under Schedule 7 – Transitional Arrangements for existing pre-reform federal agreements etc Part 2 Pre-reform certified agreements Division 1 – General 2A Commission may extend or vary pre-reform certified agreements of the Workplace Relations Act 1996 (the Act) and will expire on 30 June 2010.

4. Parties Bound and Incident of Agreement

This Agreement is binding on Qantas Airways Limited (Qantas) and the NSW Nurses Association (the Association) in Association with the Australian Nursing Federation – NSW Branch and the employees employed under the Awards and Agreements listed in 5.1 and 5.2 below.

5. Relationship to Other Instruments

5.1 This Agreement will be read in conjunction with the Airline Officers (Qantas Airways Limited) Award 2000. Where there is any inconsistency between this Agreement and the Airline Officers (Qantas Airways Limited) Award 2000, this Agreement will prevail, unless expressly stated in a clause to the contrary:

5.2 This Agreement consolidates and consequently supersedes the agreements listed below, with effect from the date of certification:

- Qantas Airways Limited Enterprise Agreement I (1992 - 1994);
- Qantas Airways Limited Enterprise Agreement II (1994 -1996);
- Qantas Airways Limited Enterprise Agreement III (1996-1998)
- Australian Nursing Federation (Qantas Airways Limited) Enterprise Agreement IV (1998 – 2001);
- Australian Nursing Federation (Qantas Airways Limited) Enterprise Agreement V;
- New South Wales Nurses Association (Qantas Airways Limited) Enterprise Agreement VI.

6. Renegotiation of Agreement

The parties agree to commence negotiations on a new collective Enterprise Agreement in March 2010. The operative date of the next agreement will be 1 July 2010.

7. No Extra Claims

The parties agree that it is a term of this Agreement not to pursue any extra claims except where provided for under this agreement and/or except where consistent with the National Wage Case principles. Safety net increase awarded by the AIRC during the term of this agreement will not have application.

Part 2 – Hours of Work

8. Special Conditions

- 8.1 Despite anything else in this Agreement, Qantas, the majority of affected employees (as agreed in consultation with the Association), and the Association, may agree to vary the wages and/or conditions of work of those affected employees to meet the special circumstances arising in particular parts of the business.
- 8.2 After adequate consultation and negotiation neither Qantas nor the Association will unreasonably withhold its consent.
- 8.3 Any disputes that arise from this clause must be resolved by resort to the Dispute Settlement procedure contained in this Agreement.
- 8.4 The Special Conditions must be in writing and signed by the affected employees, Qantas and an Official of the relevant Branch of the Association.
- 8.5 The Special conditions may be varied by agreement between Qantas, the affected employees and an Official of the relevant Branch of the Association.
- 8.6 Qantas must keep a copy of any Special Conditions Agreement (and the alterations to the Agreement) for the duration of the agreement and for 6 years thereafter.
- 8.7 By agreement between Qantas and the majority of employees affected and the Association, shift lengths of 8, 9 ½, 10 and 12 hours duration may be worked.
- 8.8 The working of a roster including 12 hour shifts is subject to the agreement being reached on the following:
- (i) Proper health monitoring being produced;
 - (ii) Suitable roster arrangements being made;
 - (iii) Proper supervision being provided;

- (iv) Adequate breaks being provided;
- (v) An adequate trial or review process being implemented through the consultative process; and
- (vi) Proper arrangements in relation to shift penalties, sick leave, workers compensation, long service leave and overtime being agreed.

9. Spread of Hours

- 9.1 This provision shall apply to all employees appointed on or from 1 July 1996.
- 9.2 The parties agree to the spread being varied to 0600 to 1800 hours subject to employees employed prior to 1 July 1996 incurring no financial disadvantages as a consequence of any variation to the spread of hours.
- 9.3 Employees employed prior to 1 July 1996 shall be guaranteed no financial disadvantage by an agreed equivalent upward all purpose adjustment to offset any loss of penalty payments resulting from the variation to the spread of hours.
- 9.4 The provisions of clause 9.3 shall not apply in the following circumstances;
- 9.4.1 Where an employee and the employer mutually agree to a variation in the spread of hours.
 - 9.4.2 Where in a cost centre or defined work area a majority of employees, the Association and the Company agree to a variation in the spread of hours.

Part 3 – Communication, Consultation and Dispute Resolution

10. Union Representatives

- 10.1 An employee appointed as a workplace representative or Association delegate in the department in which he/she is employed, shall upon notification thereof to the relevant manager by the Branch Secretary of the Association, be recognised as the accredited workplace representative or Association delegate he/she shall be allowed the necessary time during working hours to interview the Qantas representatives on matters affecting employees who he/she represents.
- 10.2 A workplace representative or the Association delegate selected or nominated in writing by the Association for attendance at a course of training for representatives run by the Association or under the sponsorship of the ACTU or a recognised educational establishment, shall be released on leave with pay for a maximum of five (5) days in any calendar year. Provided that Qantas shall not be required to grant this privilege to more than one (1) workplace representative or Association delegate in any calendar year.
- 10.3 Workplace representatives or Association delegates who attend conferences between the Association and management shall be paid for the time spent at such conference up to eight (8) hours on any one day if they would have otherwise lost pay for the said time. Provided that Qantas's liability under this

subclause shall be limited to one (1) Association representative on any occasion and total payment in any calendar year of five (5) days.

- 10.4 Workplace representatives or Association delegates required to attend proceedings under the auspices of the Workplace Relations Act 1996 shall be granted unpaid leave of absence.
- 10.5 Workplace representatives or Association delegates required to attend meetings of the Executive of the Association shall be granted unpaid leave of absence. Where such leave is required, the union shall advise Qantas in advance in writing the name(s) of the employee(s) and the duration of the absences.

11. Dispute Settlement Procedure

- 11.1 In the event of a dispute arising in the workplace about matters arising under this agreement the procedure to resolve the matter will be as follows:

11.1.1 The employee and the employee's supervisor meeting and conferring on the matter.

11.1.2 If the matter is not resolved at this meeting, the parties must arrange for further discussions between the employee and more senior levels of management.

11.1.3 If the matter cannot be resolved it may be referred by either party to the Commission for resolution. This does not affect the right of either party to a dispute to take other action to resolve the dispute.

11.2 An employee may choose to have an employee representative of their choice, including a Union representative, to represent and support them at any stage of the dispute resolution procedure. Any representative nominated by the employee pursuant to this dispute resolution procedure will be allowed, at a place designated by the Company, the necessary time during working hours to support the employee.

11.3 While the parties attempt to resolve a dispute employees must continue to work as normal in accordance with this agreement and their contracts of employment unless an employee has a reasonable concern about imminent risk to safety or health. In this case, an employee must not unreasonably fail to comply with a direction of the Company to perform other available work, whether at the same or another workplace that was safe and appropriate for the employee to perform.

11.4 If a dispute is referred to the Commission for resolution, the Commission can take any or all of the following actions as it considers appropriate to resolve the dispute:

- convene conciliation conferences of the parties or their representatives at which the Commission is present;
- require the parties or their representatives to confer among themselves at conferences at which the Commission is not present;

- request, but not compel, a person to attend proceedings;
 - request, but not compel, a person to produce documents;
 - where either party requests, conciliate or make recommendations about particular aspects of a matter about which they are unable to reach agreement;
 - where the matter, or matters, in dispute cannot be resolved (including by conciliation) and one party or both request, arbitrate or otherwise determine the matter, or matters, in dispute.
- 11.5 The Commission must follow due process and allow each party a fair and adequate opportunity to present their case.
- 11.6 Any determination by the Commission under paragraph 11.4 must be in writing if either party so requests, and must give reasons for the determination.
- 11.7 Any determination made by the Commission under paragraph 11.4 must be consistent with applicable law and must not require a party to act in contravention of an applicable industrial instrument or law. Where relevant, and circumstances warrant, the Commission can consider previous decisions of the Commission.
- 11.8 The Commission must approach matters regarding management decisions in accordance with the general principles set out in the XPT case [(1984) 295 CAR 188].
- 11.9 The Commission must not issue interim orders, 'status quo' orders or interim determinations.
- 11.10 The parties are entitled to be represented eg: by legal representatives and/or the union in proceedings pursuant to this dispute resolution procedure.
- 11.11 For the purposes of this clause, a party means the company, or an employee or a number of employees covered by this Agreement who are involved in a dispute about matters arising under this Agreement.

12. No Precedent

The parties to this Agreement undertake that the Agreement shall not be used in any manner whatsoever to obtain, negotiate or impose any conditions or benefits for any other areas of Qantas' operations or for any other enterprise.

Part 4 – Part Time and Casual Employment

13. Part-time Employment

- 13.1 The Parties agree on the introduction of permanent part time Nurses to address peak workloads in Qantas Airways Limited which occur regularly each week throughout the operating schedule.

- 13.2 Part time employees shall be engaged for a minimum period of 20 hours per week with a minimum daily engagement of not less than 4 hours. The maximum rostered ordinary hours to be worked by a part time employee shall be 30 hours per week. A part time employee may be requested, but not required to work outside of or in excess of the employee's ordinary hours of duty.
- 13.3 Part time employees shall be employed under the same terms and conditions of employment as equivalent full time employees which shall apply pro rata.
- 13.4 Overtime rates of pay shall apply to all hours in excess of 7.6 hours per day or in excess of 10 shifts per fortnight.
- 13.5 Part time employees may be engaged as day workers or as shift workers on the same basis as equivalent full time employees at their work location.
- 13.5.1 Part time employees shall consist of:
- 13.5.1.1 full time employees who consent to converting to part time;
 - 13.5.1.2 new employees engaged on a part time basis employed in addition to new employees;
- 13.5.2 Conversion of any full time employees to part time shall only occur on a voluntary basis and an existing employee who converts to part-time employment shall retain the right to revert to a full-time position at the same level as soon as a full-time position exists.
- 13.6 Part-time employment shall be offered to existing employees in the area prior to a position being advertised externally.
- 13.7 Superannuation provisions that apply for employees who voluntarily transfer from full time to part time employment shall be:
- 13.7.1 Any defined superannuation benefits for employees who transfer to part time employment continue to be calculated on full time equivalent salary, with the period of service being adjusted to reflect hours actually worked. For example, for an employee who worked 20 years full time and 10 years part time (at half normal hours), a defined benefit would be calculated as follows – *20 years at full time Final Average Salary plus 10 years at part time Final Average Salary equals a total benefit of 25 years at full time Final Average Salary.*
- 13.7.2 Member contributions during part time employment are adjusted on a pro rata basis, as are any Qantas funded accumulation amounts.
- 13.8 Permanent part time employees shall be entitled to the same access as full time employees to any training, career path structures, promotions and rights of appeal the company may have in place.

14. Casual Employment

- 14.1 The parties agree to the introduction of casual employees, in the areas of Qantas Airways Limited.
- 14.2 Casual employees shall be employed in addition to full time employees and shall only be engaged to meet unplanned or short notice work peaks.
- 14.3 A Casual employee shall not be employed for less than 4.0 ordinary hours on any day and shall not be employed continuously for a period of more than 4 weeks. Casual employees shall not be terminated and subsequently re employed as a means of avoiding the application and intent of this clause.
- 14.4 Casual employees shall be employed under the same terms and conditions of employment as equivalent full-time employees with the exception that an all purpose casual loading of 20% shall be paid in lieu of sick leave, recreation leave, bereavement leave, family leave, long service leave, maternity leave and parental leave.
- 14.5 The implementation of this aspect of the agreement will be subject to review by the parties at the request of either party. Qantas will regularly consult with employees and the Association on the number of casuals required.

Part 5 –Wages, Allowances and Related Matters

15. Rates of Pay

- 15.1 The revised rates of pay for classifications and allowances covered by this Agreement are included at Schedule 1. Retrospective wage increases shall only apply to employees employed at the date of the order issued by the AIRC under clause 2A of Schedule 7 of the Act to give effect to the variation to the Agreement.
- 15.2 An employee may voluntarily receive part of pre tax salary he or she is entitled to under this Agreement in the form of agreed salary sacrifice items where permitted and in accordance with Qantas policies as varied from time to time. This includes the direction of pre-tax salary to superannuation to the extent permitted by the Trust Deed and Rules of the Qantas Superannuation Plan.

16. Bonus Awards/Payments

- 16.1 At the absolute discretion of the Board and subject to the Qantas meeting the performance criteria set by the Board from time to time for the operation of the Qantas Profit Share Scheme (QPS), shares may be issued to each eligible employee up to the value of \$1,000 per year.
- 16.2 At the absolute discretion of the Board, and subject to the Company meeting the performance criteria set by the Board, a cash bonus may be awarded to eligible employees. The Company will be provide the opportunity for

employees to salary sacrifice the full amount of any cash bonus into superannuation in accordance with taxation legislation.

17. Superannuation – Choice of Funds

- 17.1 Qantas will make superannuation contributions to a complying superannuation fund in respect of each employee.
- 17.2 The superannuation fund to which contributions will be made in respect of an employee will be the fund chosen by that employee consistent with the choice of fund regime.
- 17.3 In the absence of an employee selecting a superannuation fund to receive contributions in accordance with the choice of fund regime, the superannuation contributions in respect of that employee will be made to the Qantas Superannuation Plan (or any successor to that plan) as the default fund for the purposes of the choice of fund regime.
- 17.4 The amount of the contributions will be not less than the amount specified in the superannuation guarantee legislation (currently 9%), being the amount required to avoid employers incurring liability for superannuation guarantee charge under the *Superannuation Guarantee (Administration) Act 1992*.

18. Duty Travel Meal Allowances

Reimbursement of duty travel meal expenses will be on the basis of A.P.S. rates or reasonable actuals.

Part 6 – Leave and Related Matters

19. Maternity Leave

A female employee will receive the first ten weeks of any maternity leave she is entitled to under clause 26.2.1 of the Airline Officers (Qantas Airways Limited) Award 2000 as paid leave.

Paid leave under this clause will be at the employee's base salary.

20. Days in Lieu for Weekend Shift Workers

Shift workers who are only rostered to work weekends will not receive an additional day in lieu if a public holiday falls on a day upon which they are not normally rostered to work;

Part 7 – Compulsory Redundancy

21. Consultation

21.1.1 Qantas and the Association agree to seek to manage all necessary staff reductions in a manner aimed at minimising the need for

redundancies. Only after these means have been exhausted will a redundancy program be embarked upon.

21.1.2 Where Qantas decides to terminate the employment of employees on account of redundancy, then as soon as practicable after so deciding, and before the terminations take place, the Association will be advised of the decision, together with:

21.1.2.1 The terminations and the reasons for them;

21.1.2.2 The number and categories of employees likely to be affected, and;

21.1.2.3 The time when, or the period over which, the Company intends to carry out the terminations.

21.1.3 Further, prior to termination of employment and prior to the final determination, Qantas will meet as a minimum its Statutory Obligations to consult the Association on measures to avert or minimise the terminations, and implement measures (such as finding alternative employment) to mitigate the adverse effects of the terminations.

21.2 Before implementing compulsory redundancy Qantas will investigate, provide information to and consult with the Association on the following options:

21.2.1 Redeployment to another position and opportunity for "job swaps" where there is a reasonable skill mix and location match;

21.2.2 Employees taking extended leave and exhausting accumulated leave;

21.2.3 Employees taking unpaid leave;

21.2.4 Full-time employees converting to part-time;

21.2.5 Full-time employees converting to job share; and

21.2.6 A process of expressions of interest in which a suitable number of volunteers may be found.

These options may be investigated concurrently.

21.3 The redundancy program shall have regard to:

21.3.1 Retaining an age, skill and experience balance within areas of employment in each employment category;

21.3.2 No discrimination against employees; and

21.3.3 Special efforts to minimise retrenchment of apprentices or trainees.

Qantas will consult with the Association on the process to be adopted on a case by case basis.

22. Notice Period

Notice will be in accordance with the relevant provision, and/or the provisions of the Workplace Relations Act 1996, provided that not less than four (4) weeks' notice must apply to all employees. The notice period shall not commence until appeal rights have been exhausted.

23. Redundancy Payments

23.1 For redundancy under the terms of this Clause, the following package shall apply:

23.1.1 Three (3) weeks' pay for each year of service up to and including five (5) year's service, with a minimum of four (4) weeks' pay;

23.1.2 Four (4) weeks' pay for each completed year of service in excess of five (5) years; and

23.1.3 Pro-rata payment for each completed month of service.

23.1.4 The above mentioned payments do not include payments in lieu of notice.

23.2 Any redundancy payments for full time employees who convert to part time will continue to be calculated on full time equivalent hours salary with the period of service being adjusted to reflect hours actually worked.

24. Pay Calculation for Redundancy Payments

24.1 For the purposes of this Clause, "Pay" shall be paid at the ordinary time rate described in the relevant award or agreement and shall include regular weekly payments, such as service increments and supervisory allowances, but shall exclude shift, overtime and extraneous payments.

25. Maximum Redundancy Payment

25.1 Part 1

This component shall only be available to employees who commenced their employment on or prior to 16 October 1996.

26.1.1 The then value of an employee's accumulated redundancy payments as at 16 October 1996 shall be frozen in money terms and increased by 2% per annum for each full year of service after 16 October 1996. To this amount shall be added any redundancy payments that accrue under the new redundancy scheme (see Part 2) for service from 16 October 1996. An employee's actual date of commencement of service will be used to calculate any redundancy payments under Part 2 (that is, for the purpose of determining whether 3 weeks or 4 weeks pay per year of service applies under clause 24.1.1 for the calculation under Part 2).

25.2 Part 2:

Applies to Employees engaged after 16 October 1996 and to service after 16 October 1996 for employees engaged on or prior to 16 October 1996.

26.2.1 The new redundancy scheme shall apply to all employees. The maximum benefit for redundancy pay under the new redundancy scheme shall be ninety five (95) weeks pay exclusive of notice periods.

26. Annual Leave Loading

Accrued annual leave credits, including pro-rata leave due at the date of termination, will be paid at the greater of the annual leave loading (17.5%) or the projected shift penalties pertaining to the individual.

27. Long Service Leave

Pro-rata long service leave shall be paid to employees with more than twelve (12) months' continuous service. For the purpose of these provisions, long service leave will be applied in accordance with the amount provided under the Company's long service leave provisions.

28. Superannuation

Superannuation payments will be as per Qantas Plan rules, plus full vesting of Qantas contributions with interest where not already applicable.

29. Preservation

It will be necessary to comply with the Government's regulations in respect of the preservation of Superannuation benefits.

30. Employee Travel

See Staff Travel Policy manual.

31. Redeployment

31.1 To Other Duties. Where an employee has been redeployed to a lower paid position, the employee shall be given four (4) weeks' notice of transfer and receive salary maintenance (being the difference between the former ordinary time rate and the new lower rate) for a period of six months following the transfer.

31.2 To Other Ports. Where the Company offers and the employee accepts redeployment requiring a change of domicile, e.g. Sydney to Perth, Cairns to Brisbane, the employee shall be entitled to normal transfer costs in accordance with Company policy.

32. Company Certificate of Service

A statement of service will be issued to each redundant employee, indicating the employee's length of service and that he/she was retrenched from the Airline. This certificate can be collected from the Company on the employee's last day of employment.

33. Notification to Relevant Authorities

Qantas shall notify the relevant authorities as soon as possible of relevant information in respect of those employees' compulsory retrenchment and arrange visits as required by the relevant authorities to appropriate Qantas premises.

34. Outplacement Services

Qantas will provide outplacement service for all retrenched employees. The level of outplacement service provided will be determined by Qantas in consultation with the CES and will include a detailed work history of the employee and assistance towards the preparation of C.V.s. Where practicable, outplacement services will be provided during the period of special paid leave and prior to cessation of employment with Qantas.

35. Financial Counselling

- 35.1 All employees nominated for retrenchment will be provided with a detailed estimate of the redundancy pay and superannuation entitlements, at the time of their nomination.
- 35.2 Employees who are retrenched will have access to financial counselling.
- 35.3 Where practicable, financial services will be provided to the employee during the period of special paid leave.
- 35.4 Where practicable, this service will be provided on Qantas' premises.

36. Welfare Services

The services of Qantas' Employee Assistance Counsellors will be available on request for an appropriate period to any employee compulsorily retrenched.

37. Review Rights

Association members who wish to continue working for Qantas and who are targeted for redundancy may appeal within four (4) working days to the Association and their employment shall continue until the matter has been dealt with. The Association must forward the names of appellants to Qantas within two (2) working days of receiving the names. Qantas shall complete the appeal process within two weeks.

38. Re-Employment

- 38.1 A retrenched employee will be given preference for re-employment where a vacancy is advertised externally, subject to meeting the requirements of the position.
- 38.2 This provision shall not apply where an employee has rejected suitable and reasonable redeployment. Where redeployment has been rejected, a Qantas employee is ineligible to be offered re-employment under the terms of this clause until a period of twelve (12) months has elapsed from the employee's date of retrenchment on account of redundancy.
- 38.3 This twelve (12) month period does not apply to redundant employees seeking employment with Qantas as casuals under clause 15 of the Agreement.

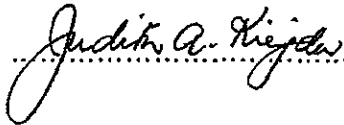
39. Savings

Nothing contained within this Agreement shall reduce any award or statutory protections with respect to redundancy related arrangements unless otherwise expressly agreed by exchange of correspondence between Qantas and the Association.

SCHEDULE 1: RATES OF PAY AND ALLOWANCES

New South Wales Nurses Association (Qantas Airways Limited) Enterprise Agreement VIII

Classification	3% wage increase to commence on or after the first pay period 1 July 2007	3% wage increase to commence on or after the first pay period 1 July 2008	3% wage increase to commence on or after the first pay period 1 July 2009
	(wages per week)	(wages per week)	(wages per week)
OH&S Nurse			
Year 1	\$1152	\$1186	\$1222
Year 2	\$1181	\$1217	\$1253
Year 3	\$1211	\$1248	\$1285
Year 4	\$1242	\$1279	\$1318
Nurse			
Training and Development			
Year 1	\$1242	\$1279	\$1318
Year 2	\$1280	\$1319	\$1358
Year 3	\$1316	\$1356	\$1397
Year 4	\$1357	\$1397	\$1439
Senior OH&S Nurse			
Year 1	\$1394	\$1435	\$1478
Year 2	\$1433	\$1476	\$1520
Year 3	\$1472	\$1516	\$1562
Year 4	\$1509	\$1554	\$1601
Allowances			
Afternoons & night shifts on weekends and public holidays (per shift)	\$12.67	\$13.05	\$13.44
First Aid (per week)	\$12.67	\$13.05	\$13.44


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Judith Kiejda
Assistant General Secretary,
NSW Nurses' Association, and
Branch Assistant Secretary
Australian Nursing Federation – NSW Branch
43 Australia Street
CAMPERDOWN NSW 2050


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WITNESS

Katherine Wild
43 Australia St, Camperdown NSW 2050


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Coral Levett, President,
Australian Nursing Federation – NSW Branch
43 Australia Street
CAMPERDOWN NSW 2050

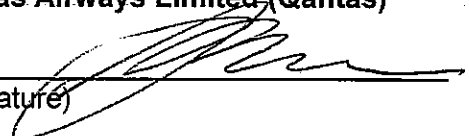

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WITNESS

Katherine Wild
43 Australia St, Camperdown NSW 2050

Authority to sign Agreement on behalf of employees is in accordance with Rule 34 of the Rules of the NSWNA and Rule 40 of the Rules of the Australian Nursing Federation.

Qantas Airways Limited (Qantas)

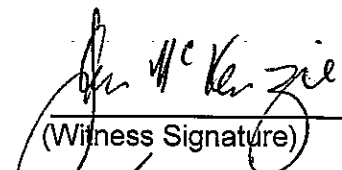

(Signature)

Sue-Ellen Buswell
Name of Qantas representative (Print)

203 Coward St Massey
Address of Qantas

C.C.M. Industrial Relations
Authority to sign the Agreement for Qantas (Position/Title)

07-01-2009
(Date)


(Witness Signature)

JOHN MCKENZIE
(Witness Name)

7/1/09
(Date)