

IN THE SUPREME COURT OF VICTORIA AT MELBOURNE
COMMERCIAL AND EQUITY DIVISION
COMMERCIAL LIST

F.5382

No. 2115 of 2001

BETWEEN:

**ANSETT AUSTRALIA GROUND STAFF SUPERANNUATION PLAN PTY LTD
(ACN 065 590 178) (as Trustee of the Ansett Australia Ground Staff
Superannuation Plan) and ANSETT AUSTRALIA PILOTS/MANAGEMENT
SUPERANNUATION PLAN PTY LTD (ACN 065 590 043) (as trustee of the Ansett
Australia Pilots/Management Superannuation Plan)**

Plaintiffs

and

**ANSETT AUSTRALIA LIMITED (Administrators Appointed) (ACN 004 209 410)
AND OTHERS**

Defendants

AFFIDAVIT OF IAIN BRUCE LANG

Date of document:

8 May 2002

Filed on behalf of:

The plaintiffs

Prepared by:

DEACONS

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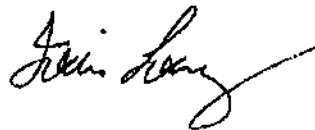
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I, Iain Bruce Lang of 42 Roscliff Street, Highgate Hill, Queensland, director, make oath and say as follows:

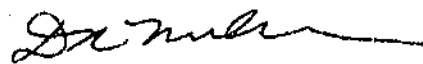
1. I am a director of the first plaintiff and I am authorised to swear this affidavit on its behalf. I do so from my own knowledge.
2. As well as being a director of the first plaintiff, I am also the Federal President of the Australian Licensed Aircraft Engineers Association ("ALAEA").
3. The ALAEA is a party to the current Ansett Australia Union Collective Bargaining Agreement (1999), which is certified under section 170LJ of the *Workplace Relations Act 1996*. The document numbered 4.2.470 in the plaintiffs' index of documents is a copy of the collective bargaining agreement.
4. The employment conditions of each member of the Ansett Australia Ground Staff Superannuation Plan are governed by the collective bargaining agreement. It also applies to pilot members of the Ansett Australia Pilot/Management Superannuation Plan, but not to management members of that plan.

5. Clause 21 of the collective bargaining agreement is a "redundancy clause". That clause includes a table of the entitlements of employees of Ansett Australia Limited (Administrators Appointed) ("**Ansett**") under the "Business Recovery Redundancy Program", which is expressed in subclause (b) to apply to all employees where Ansett deemed a redundancy to have occurred, or where an application for voluntary redundancy was accepted, prior to 31 December 2001. In relation to superannuation, the table provides that employees' entitlements are: "As per the retrenchment provisions of the applicable trust deed."
6. The reference to 31 December 2001 in clause 21 of the collective bargaining agreement was removed by an order of the Industrial Relations Commission made on 11 December 2001. The document numbered **4.2.480** in the plaintiffs' index of documents is a copy of that order.
7. The documents numbered **4.2.10, 4.2.20, 4.2.30, 4.2.40, 4.2.50, 4.2.80, 4.2.250, 4.2.260, 4.2.280, 4.2.290, 4.2.340, 4.2.350** and **4.2.360** in the plaintiffs' index of documents are copies of the awards attached to the Collective Bargaining Agreement, as listed in clause 5(c)(ii) of that agreement, other than the Licensed Aircraft Engineers Minor Ports Agreement 1996 (Attachment L). I have been advised by the plaintiffs' solicitors that they had endeavoured to obtain a copy of that agreement from the Industrial Relations Commission, but that it is not available.
8. On 26 October 2001 I received a letter by facsimile transmission from the Administrators' solicitors, Andersen Legal. That letter is the document numbered **6.1.40** in the plaintiffs' index of documents. The letter dated 19 October 2001 referred to in the first paragraph of that letter, is the document numbered **6.1.20** in the plaintiffs' index of documents.
9. The document numbered **2.1.10** in the plaintiffs' index of documents is a copy of an Ansett superannuation booklet issued in June 1979.

Sworn at Melbourne, Victoria on the 6th day)
of May 2001)



Before me:



DEAN ROBERT KAMBOVSKI
395 Bourke Street Melbourne 3000
A natural person who is a current
practitioner within the meaning
of the Legal Practice Act 1986.

This affidavit is filed on behalf of the plaintiffs