

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

2001 No. 2115

BETWEEN

**ANSETT AUSTRALIA GROUND STAFF SUPERANNUATION PLAN PTY LTD (ACN
065 590 178) (as trustee of the Ansett Australia Ground Staff Superannuation Plan)
& OTHERS (according to attached Schedule of Parties)**

Plaintiffs

and

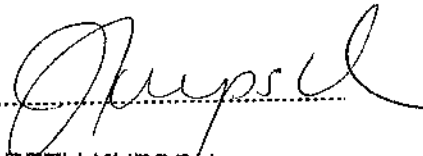
**ANSETT AUSTRALIA LIMITED (Administrator Appointed) (ACN 004 209 410) &
OTHERS (according to attached Schedule of Parties)**

Defendants

CERTIFICATE IDENTIFYING EXHIBIT "JHH 3"

This is the exhibit marked "JHH 3" produced and shown to JAMES HERBERT
HENNESSY at the time of swearing his affidavit this *8th* day of July 2002

Before me:



JANE ELIZABETH KUPSCH
Piper Alderman Lawyers
Level 9, 60 Collins Street Melbourne
A current practitioner under
the Legal Practice Act 1996

Exhibit "JHH 3"
**Letter from Air New Zealand Ltd to
Hennessy, dated 18/07/01**



AIR NEW ZEALAND

18 July, 2001



ANSETT AUSTRALIA

Mr James Hennessy
4 Fortescue Avenue
Seaford VIC 3198

Dear James

I am pleased to offer you a new shift position with Ansett Australia Limited (Ansett) as LAME, in the Heavy Maintenance Division. Your employment in this position will commence on 6 August 2001.

The terms and conditions of your employment are set out in this letter. Please read them carefully. The terms of the applicable award and the certified agreement (currently the Ansett Australia Collective Bargaining Agreement 1999) apply to this position, however they do not apply as contractual terms.

1. POSITION

You will initially be employed as a LAME Level 8A LAME under the Licenced Aircraft Engineers' (Ansett Australia Ltd) Award 1995, and will initially work shift work. You will report to Charlie Carabott, Controller - Aircraft Wiring Department, although this may vary depending on Ansett's business needs.

2. LOCATION

You will initially be located at Hangar 91 Maintenance Base, but you may be required to move to any other Ansett office within the same city, according to Ansett's business needs.

3. SALARY

Your commencing base salary will be \$71,615.00 per annum, to be paid fortnightly into your nominated Bank, Building Society, or Credit Union account. While you are employed on shift work, you will be paid the appropriate shift loading in addition to your base salary.

4. SUPERANNUATION

Ansett will make contributions of a notional amount (currently 9% of your base salary) to the relevant Ansett Superannuation Plan. You should note that you are required to make a 5% member contribution of your base salary to the Superannuation Plan.

STAR ALLIANCE MEMBERS 

5. HOURS OF WORK

You will initially work shift work, and agree that Ansett may require you to work day work according to its business needs.

6. DUTIES

Your duties in this position are set out in the Position Description which will be provided to you by your manager. In addition to these duties, you are required to:

- (a) serve Ansett faithfully and diligently exercising all due care;
- (b) act at all times in Ansett's best interests;
- (c) refrain from acting, or being seen to act, in conflict with Ansett's best interests;
- (d) use your best endeavours to protect and promote Ansett's reputation;
- (e) use your best abilities and knowledge to perform the duties assigned from time to time;
- (f) at all times display a thorough and professional manner, upholding and maintaining Ansett's reputation, goodwill and its customer relationships; and
- (g) display the highest ethical and professional standards of service delivery and confidentiality towards Ansett and its clients.

These duties do not limit your duties of good faith or fidelity to Ansett or any other duties implied at law.

7. ANNUAL LEAVE

While you are working five day shift work you will accrue annual leave at the rate of 4 weeks (20 days) per year of service, to be accrued and taken in accordance with Ansett's policy. Previously accrued but untaken leave will continue to be available to you

If you are required to work day work, you will accrue annual leave at the rate of 4 weeks (20 days) per year of service, to be accrued and taken in accordance with Ansett's policy.

8. SICK LEAVE

You will accrue sick leave as follows:

After six months service with Ansett:	5 additional working days
After twelve months service with Ansett:	15 working days for each year of service thereafter.

Uncertificated sick leave will be paid in respect of up to three days in any one year of service. Any other sick leave will only be paid if supported by medical evidence satisfactory to Ansett.

Sick leave accrues to a maximum of 52 weeks. Previously accrued but untaken sick leave will continue to be available to you.

9. LONG SERVICE LEAVE

You will accrue long service leave in accordance with Ansett's Long Service Leave policy, which currently provides for leave to accrue at the rate of 13 weeks for each 10 years' continuous service. Your previous continuous service with Ansett in other roles will be recognized for the purposes of calculating long service leave.

10. EMPLOYEE WARRANTIES

In signing this letter of appointment, you warrant that:

- (a) You have not been convicted of any criminal offences (other than as advised to Ansett in writing); and
- (b) You do not suffer from any pre-existing medical condition which, taking into account the nature of the duties involved in this role, would adversely affect your ability to perform this role (other than as advised to Ansett in writing).

11. TERMINATION OF EMPLOYMENT

Either you or Ansett may terminate your employment at any time by the giving of notice in accordance with the Workplace Relations Act 1996, or by the payment or forfeiture of the same amount of pay in lieu of notice.

In the case of serious misconduct, or if you commit any serious breach of these terms and conditions, Ansett may terminate your employment without notice and without any payment in lieu of notice.

12. CONFIDENTIAL INFORMATION

It is a term of your employment that you will not, except in the proper performance of your duties, divulge or use any confidential information.

Confidential information is information not lawfully or properly available to the public at large including, but not limited to, technical data, trade data, trade secrets, know-how and confidential information relating to the businesses, finances, accounts, dealings, transactions, methods of operation, assets or affairs of the company or any related corporation of Ansett obtained during the course of your employment. This obligation continues after termination of your employment with Ansett.

13. ANSETT POLICIES AND PROCEDURES

You agree to be bound by Ansett's policies and procedures. Ansett reserves the right to vary its policies and procedures from time to time.

Ansett's Equal Employment Opportunity, Discrimination and Sexual Harassment Policies are designed to ensure a safe working environment free of any form of discrimination, harassment, victimisation or vilification. Both you and every manager, supervisor and employee within Ansett are responsible for applying and promoting this policy and for maintaining the highest standards of behaviour.

14. FURTHER INFORMATION

If you have any questions or would like further information, please contact the Human Resources Shared Services Call Centre, on 03 9623 3000.

15. ACCEPTANCE AND ENCLOSURES

To accept your offer of employment on the above terms, please sign the enclosed copy of this letter and return it to HR Shared Services, Level 1, 465 Swanston Street, Melbourne Victoria 3000, by 23 July 2001.

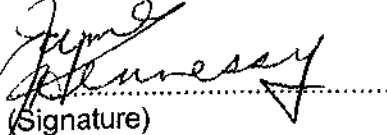
In conclusion, James, I would like to wish you every success in this position as we continue the journey to create a "Great Airline, Great Business".

Yours sincerely,

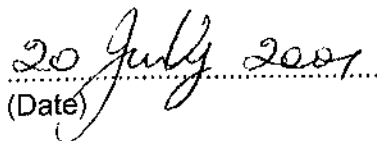


Charlie Carabott
Controller - Aircraft Wiring Department

I have read, understand and accept the terms of employment with Ansett Australia Limited as set out above.


(Signature)

James Hennessy 748617
LAME, Heavy Maintenance


(Date)