FEDERAL COURT OF AUSTRALIA **NSD1609/2016**
REGISTRY: SYDNEY NSW

AUSTRALIAN LICENCED AIRCRAFT ENGINEERS ASSOCIATION
Applicant

QANTAS AIRWAYS LIMITED
First Respondent

CHRISTOPHER TOBIN
Second Respondent

NICHOLAS SAUNDERS
Third Respondent

Applicant's Supplementary Submissions

1. The Applicant relies upon of the written submissions filed on 22 January 2018 and 7 February 2018.

2. These submissions supplement those written submissions. They deal with:
   A. Factual matters
   B. The suspected contraventions
   C. Requesting a class of document
   D. Mr Christopher Tobin'sand Mr Nicholas Saunders's involvement in Qantas's contraventions

A. Factual References

3. Attached to these submissions are four tables dealing with factual references made in the submissions.

4. In the 22 January submission at paragraph 11 the applicant identifies the uncontested matters arising from the pleadings. Table 1 identifies where those matters are found in the pleadings.

5. At paragraph 17 in the 22 January submission the applicant refers to the events relating to Mr Stephen Purvinas's belief that there was no surplus. Table 2, which is annexed, hereto provides a full account of those events with references to evidence.

6. At paragraphs 33 and 38 of the 22 January submission the applicant refers to the exchanges between Mr Purvinas and Qantas during the period from 5 January 2016 until 7 June 2016.

7. The fourth table identifies the places in the evidence that describe the documents sought by Mr Purvinas.

B. The Suspected Contraventions

8. In accordance with section 418(1) of the *Fair Work Act* (Cth) (**FW Act**), Mr Purvinas, as a permit holder, had a right to enterQantas' premises and exercise the right to inspect and make copies of documents for the purpose of investigating a suspected contravention of a term of the *Licensed Aircraft Engineers (Qantas Airways Limited) Enterprise Agreement 10* (**Agreement**).

9. Section 481(3) of the FW Act provides:

> *(3) The permit holder must reasonably suspect that the contravention has occurred, or is occurring. The burden of proving that the suspicion is reasonable lies on the person asserting that fact.*

10. The Court is not required in these proceedings to find that there was a contravention of a term of the Agreement. All that is required is that the Court be satisfied that Mr Purvinas reasonably suspected that there was a contravention.

11. In correspondence dated 1 June 2016, Mr Purvinas notified Qantas that he would be relying on his right of entry to enter and inspect documents. In the entry notice Mr Purvinas identified suspected contraventions of two terms of the Enterprise Agreement: clauses 60 and 47.

(i) The suspected contravention of Clause 60

12. Mr Purvinas suspected Qantas had contravened of clause 60 of the Agreement. Clause 60 deals with Surplus Management.

13. On 5 January 2016 Mr Tobin wrote to Mr Purvinas concerning a leave burn program to be implemented in accordance with clause 60 of the Agreement. That letter indicated that there had been a review of the total number of surplus employees as at 17 December 2015. The letter stated that, at that date, the effective number of surplus employees was 46.5. It stated that that number would be used as the basis for setting leave burn targets. It goes on to explain how the 2016 leave burn program would be implemented and that staff had been informed of that detail. The letter offers Mr Purvinas a face-to-face briefing on the 2016 program.

14. Mr Purvinas responded on 5 January 2016 with an email which expressed the view that the "figures look incorrect".

15. At a meeting on 25 January 2016, Mr Purvinas expressed the view that there was no surplus at all. He stated that this meant that a leave burn program under clause 60 was not available[1].

16. At the 25 January meeting Qantas disagreed with Mr Purvinas and said that it would continue with the 2016 leave burn program[2].

17. In correspondence after that meeting, Mr Purvinas alleged a number of times that there was no surplus and therefore there could not be a leave burn program.[3]

18. In a letter dated 1 June 2016, Mr Purvinas specified three breaches of the Agreement[4]. The second being,

[1] Purvinas affidavit 25/10/17 at [26]
[2] Purvinas affidavit 25/10/17 at [38]
[3] Annexures SRP8, SRP9, SRP11
[4] SRP13

"(ii) there being no basis for the current Leave Burn Program;"

19. In that letter, Mr Purvinas stated:

> *"You maintain that the alleged surplus warrants what the ALAEA considers to be excessive and unlawful directions to take leave."*

20. The letter concludes that Mr Purvinas continued to suspect that Qantas was contravening the Agreement and that, if he was not provided with the information and documents he had previously requested, he intended to exercise his right of entry to inspect documents.

21. An entry notice was issued on 3 June 2016. It identified as one suspected breach the breach of clause 60 of the Agreement. The notice stated:

> *"I suspect Qantas are exercising clause 60 to order directed leave over and above the level they are entitled to."*

22. The question for the Court is whether Mr Purvinas's suspicion that Qantas had contravened clause 60 was a reasonable one.

23. Clause 60.1 reads:

> *60.1 During the life of this Agreement, Qantas will, subject to clause 55 of this Agreement, use a program of directed annual leave and long service leave, and voluntary redundancies, as the method for the management of surplus employees covered by the Agreement, before declaring positions covered by the Agreement compulsorily redundant.*

24. Qantas was only required (Mr Purvinas used the word entitled) to implement a program of directed leave if there was a surplus of employees.

25. The words, "subject to clause 55" assist. Clause 55 deals with Redundancy, it includes a definition of redundancy in clause 55.11.2 is:

> *"Redundancy" means a declaration by Qantas that an employee or employees are surplus to labour requirements because the quantity of their work has diminished.*

26. Consequently, and contrary to Qantas assertions that a surplus is whatever Qantas considered it to be, the surplus of employees that is to be managed by clause 60.1 is "*an employee or employees* [who] *are surplus to labour requirements because the quantity of their work has diminished".*

27. Qantas maintained that the 2016 Leave Burn program was required to manage a surplus of employees. This expression was used in Mr Tobin's letter to Mr Purvinas of 5 January 2016.[5] Mr Purvinas suspected, and stated repeatedly, that in December 2015 the quantity of work performed by LAMEs in Sydney had increased (rather than diminished) such there were no employees who were surplus to labour requirements.

28. The source of his suspicion was the information he had been provided by Qantas about the surplus in 2014 and what he had been told by members had occurred in the workplace since then. Those were the matters that he had conveyed to Qantas in the various meetings and correspondence from 25 January to 1 June 2016. Those documents and communications were referred to in his entry notice.

29. Mr Purvinas suspected that Qantas's implementation of the 2016 Leave Burn Program was contrary to clause 60 of the Agreement because Qantas was implementing the program under the clause in circumstances where there was no surplus to manage. The suspicion was reasonable. It was based on information he had been provided relevant to the workload of LAMEs.

30. The applicant submits that it has satisfied the burden imposed in section 481(3) of the FW Act in relation to the suspected breach of clause 60.

(ii) The suspected contravention of clause 47

31. Mr Purvinas also suspected that Qantas had contravened clause 47 of the Agreement. Clause 47 deals with consultation.

[5] Annexure SRP3

32. In Mr Purvinas's response to Mr Tobin's letter of 5 January 2016, he stated that Qantas may be breaching the consultation procedures by seeking a meeting with the union despite having already advised staff of the detail of the leave burn program.

33. In the meeting on 25 January 2016, Mr Purvinas identified changes in the organisation of work that made him believe that there was increased work for LAMEs.[6]

34. Mr Tobin wrote to Mr Purvinas on 10 February 2016 responding to the matters raised and described similar changes in a number of LAME areas of work including the restructure of Maintenance Watch, 737-800 Reconfiguration, towing in Terminals, new customer work and the implementation of Tech Cells. Mr Tobin's letter deals with the impact of these changes on headcount.[7]

35. In correspondence dated 1 April 2016[8] Mr Purvinas said:

> *"Whilst you have conceded that workload has increased and have stated that it also decreased since EA10, what is clear is that employees, or the ALEA were not consulted in relation to any of the increases or purported decreases to workload (and how these calculations were used in determining the stated surplus) before the company declared the implementation of the 2016 program."*

36. In correspondence dated 13 May 2016, Mr Purvinas again identified "failing to consult" as a potential breach of the Agreement.[9]

37. Mr Purvinas's 1 June 2016 letter also refers to failing to consult as a potential contravention of the Agreement.[10]

38. The entry notice alleged:

> *"Additionally, or alternatively, as Qantas asserts that organisational changes, about which the Australian Licenced Aircraft Engineers Association has not been consulted, have resulted in there being no reduction in surplus*

[6] Purvinas affidavit 25/10/17 [26] – [35]
[7] CJT12
[8] Annexure SRP 9 at p16.4
[9] Annexure SRP11
[10] Annexure SRP13

employees, I suspect that Qantas has not complied with consultation requirements in clause 47."

39. The question for the Court is whether Mr Purvinas's suspicion that Qantas had contravened clause 47 was a reasonable one.

40. Clause 47.1 requires Qantas, where it has made a definite decision to introduce major change that will have a significant effect on employees, to notify employees who may be affected by the proposed changes and, at the affected employees' request, notify the ALAEA. "Major change" under subclause 47.1 is described as including organisational change. "Significant effects" under subclause clause 47.2 are described as including major changes in the composition, operation or size of the workforce.

41. Clause 47.2.1 follows on from clause 47.1 and requires Qantas to consult with employees and, at the request of employees, the ALAEA regarding the introduction of change referred to in cl 47.1. It also requires Qantas to give prompt consideration to matters raised by the employees and the union. Clause 47.2.2 requires that the consultation commence as early as practicable. Clause 47.2.3 requires Qantas to provide the employees and ALAEA all relevant information about the changes.

42. The to-ing and fro-ing over the state of the surplus involved identification of organisational changes. Those changes were said to have impacted on the work available for LAMEs. They were caught by clause 47.1 and required Qantas to consult in accordance with clause 47.

43. Mr Purvinas's suspicion that Qantas had failed to meet its consultation obligations under clause 47 was reasonable.

44. The applicant submits that it has also satisfied the burden imposed in section 481(3) of the FW Act in relation to the suspected breach of clause 47.

C. Requesting a Class of Document

45. The effect of the Respondent's submissions at [31] asserts that the surrounding context to section 482(1)(c) of the FW Act points strongly to a construction of that provision that would limit the right to request any record or document to single records or single documents. The submission is not developed with any particularity.

46. The Applicant relies upon section 23(b) of the *Acts Interpretation Act 2001* and submits that nothing in the FW Act points to an intention to depart from the rule that in any Act words in the singular include the plural and words in the plural number include the singular.

D. Tobin and Mr Saunders involvement in Qantas's contraventions

47. To be involved in a contravention, the alleged accessory must have knowledge of the essential elements of hindrance and obstruction and be an "intentional participant": *Yorke v Lucas* (1985) 158 CLR 661 at 670.

48. Actual knowledge of the relevant circumstances required for accessorial liability may be inferred from a combination of suspicious circumstances and a wilful failure to make inquiry: *Giorgianni v R* (1985) 156 CLR 473 at 482, 487, 507–8; *Fair Work Ombudsman v Devine Marine Group Pty Ltd* [2013] FCA 1135 at [43].

49. Being knowingly concerned in a contravention requires association with, implication in, or a practical connection with the contravening conduct: *Construction, Forestry, Mining and Energy Union v Clarke* (2007) 164 IR 299 at [26]; *Qantas Airways Limited v Transport Workers Union of Australia* (2011) 280 ALR 503 at [324]. A person's knowledge of each element of a contravention may be inferred from all the circumstances: *Australian Building and Construction Commissioner v Huddy* [2017] FCA 739 at [455] - [456].

50. To participate in a contravention, what is required is merely the doing of something which acted to help, encourage or induce the contravention: *HIH Insurance Limited (in liquidation) & Anor v Adler* [2007] NSWSC 633 at [35]. The accessory *"must merely have done something to assist or encourage the bringing about of the contravention": HIH Insurance Limited (in liquidation) & Anor v Adler* [2007] NSWSC 633 at [37].

51. The Respondent's Outline of Submissions at [49] accept that if Mr Saunders and Mr Tobin had knowledge of the essential matters/elements making up Qantas's contravention then they will be caught by section 550 of the FW Act and taken to have been involved in the contravention.

52. It is clear from the evidence that each of Mr Saunders and Mr Tobin had the following knowledge:

    a. Mr Purvinas was a permit holder;
    b. He attended the premises on 7 and 8 June 2016 pursuant to a right to enter under the Act;
    c. He suspected contraventions of clause 47 and 60 of the Agreement;
    d. He was investigating those contraventions;
    e. He requested documents in accordance with the rights provided by the Act; and
    f. A refusal to provide the documents was contrary to the Act.

53. Further, Mr Tobin and Mr Saunders each said that they had been instructed by Qantas not to provide the documents to Mr Purvinas and that they intended to comply with that instruction.

Table 1

This table relates to paragraph 11 of the applicant's submissions filed on 22 January 2018. It sets out uncontested facts:

	Fact	**Reference**
1.	The first respondent (**Qantas**) was an employer.	Second Further Amended Statement Of Claim (**SFASOC**) at [3] and Further Amended Defence (**FAD**) at [3].
2.	The applicant (**ALAEA**) was an employee organisation.	SFASOC at [1] and FAD at [1].
3.	ALAEA is and was entitled to represent and did in fact represent members who were licenced aircraft maintenance engineers (**LAMEs**) employed by Qantas.	SFASOC at [2] and [11] and FAD at [2].
4.	Stephen Purvinas (**Purvinas**) was an official of ALAEA.	SFASOC at [6] and FAD at [6].
5.	Purvinas was a permit holder within the meaning of section 512 of the *Fair Work Act 2009* (Cth) (**FW Act**).	SFASOC at [6] and FAD at [6].
6.	The second respondent (**Tobin**) is and was employed by Qantas as the Senior Manager – Engineering Services.	SFASOC at [4] and FAD at [4].
7.	The third respondent (**Saunders**) was employed by Qantas as the Senior Manager – Industrial Relations.	SFASOC at [5] and FAD at [5].
8.	The *Licensed Aircraft Engineers (Qantas Airways Limited) Enterprise Agreement 10* (**Agreement**) was in operation at all material times on and from 12 January 2015.	SFASOC at [7] and FAD at [7].
9.	The Agreement is and was at all material times an enterprise agreement and fair work instrument within the meaning of those terms in s 12 of the FW Act, and for the purpose of s 481 of the FW Act.	SFASOC at [8] and FAD at [8].
10.	The Agreement covered Qantas and LAMEs employed by Qantas, including LAMEs who were members of ALAEA.	SFASOC at [9] – [11] and FAD at [9] – [11].
11.	Members of the ALAEA who were covered by the Agreement performed work at Hangars 96, 131, 245 and 271 and the Engineering Domestic and International tarmac buildings at Sydney Airport.	SFASOC at [12] and FAD at [12].
12.	The National Employment Standards found at sections 59 to 131 of	SFASOC at

	the FW Act applied to Qantas and its employees.	[21].
13.	On 5 January 2016, Qantas wrote to the applicant asserting it intended to implement a leave burn program pursuant to the Agreement on the basis that it alleged it had 46.5 surplus employees.	SFASOC at [26] and FAD at [26].
14.	On 25 January 2016, Purvinas, on behalf of ALAEA, advised Qantas that its calculation of surplus employees was incorrect, on the basis that ALAEA believed: a) Staffing levels, for the purpose of calculating the surplus, were determined in 2014, based on projected work; b) A combination of retirements, transfers, redundancies and a death resulted in the first respondent declaring that the surplus by January 2016 had reduced to 46.5 LAMEs; c) In asserting a surplus of 46.5 LAMEs, the first respondent had failed to take into account a number of other factors when determining the surplus, including but not limited to: i. Approximately twenty LAM Es had recently been appointed new duties in respect of the reconfiguration of the first respondent's cabins, and therefore were no longer contributing to the original body of work upon which the surplus had been calculated; ii. Six LAMEs had recently applied for voluntary redundancies, which were not accounted for in calculating the surplus; iii. A previous decision to reduce staffing in the first respondent's towing crew by approximately eight LAMEs had, since the calculation of the surplus, been reversed; iv. The first respondent had recently been successful in obtaining contract work for its LAMEs with other airlines which the applicant estimates would require at least eight LAMEs to be engaged in; d) The calculation of surplus employees did not account for LAMEs performing some higher duty roles and covering absences in some circumstances of leave, secondments, training and higher duties; e) The first respondent was not complying with the minimum number of LAMEs required for the safe exercise of its maintenance functions pursuant to its memorandum of understanding with Qantas Airways Ltd; f) Two LAME positions had recently been created by the first respondent (380 Tech Cell LAMEs), which were not accounted for in its calculations;	SFASOC at [27] and FAD at [27].

	g) There were six supervisor positions that were vacant, requiring LAMEs to perform higher duties, instead of the duties associated with their substantive roles.	
15.	Qantas rejected ALAEA's assertions in respect of the surplus and maintained that it intended to implement the leave burn program on the basis that it had determined there was a surplus of 46.5 LAMEs.	FASOC at [28] and FAD at [28].
16.	On and from 25 January 2016, Qantas implemented its leave burn program, in which it directed LAMEs to take annual and/or long service leave at times, and for durations, as required by it.	SFASOC at [29] and FAD at [29].
17.	Between March and May 2016, ALAEA and Qantas corresponded and met to attempt to discuss Qantas' directions to employees to take annual and/or long service leave and its allegation that it had a surplus of 46.5 LAMEs.	SFASOC at [30] and FAD at [30].

Table 2

This table relates to paragraph 17 of the applicant's submissions dated 22 January 2018, and sets out the key events relevant to Mr Purvinas's view that there was no surplus and no basis for a leave burn program under clause 60.

	Event	**Reference**
1.	On 5 January 2016, Qantas notified ALAEA there was a surplus of 46.5 LAMEs in its Sydney operations and that it would be using clause 60 of the Agreement to direct employees to take annual and long service leave.	SRP3.
2.	Purvinas responded that he believed Qantas had contravened the consultation requirements of the Agreement by seeking to meet with ALAEA to discuss leave burn, but already advising staff of the outcome of the meeting in the form of time they will need to take off.	SRP4.
3.	On or about 5 January 2016, Qantas started notifying staff that Sydney was overstaff by 46.5 LAMEs and that this meant that a leave burn program would be implemented for 2016.	Affidavit of Stephen Ross Purvinas affirmed on 15 October 2017 (**Purvinas Affidavit**) at [22].
4.	On 25 January 2016, Purvinas met with Saunders, Tobin and others to discuss the Sydney leave burn program. At the meeting Purvinas said he did not believe the program complied with the Agreement as there was no surplus of employees in Sydney, and provided reasons for why he held this belief. Qantas rejected the reasons provided by Purvinas and advised that they would not revise the surplus calculation of 46.5, and intended to execute the leave burn program on that basis.	Purvinas Affidavit at [26] – [38] and SRP6; Affidavit of Christopher John Tobin affirmed on 29 November 2017 (**Tobin Affidavit**) at [50].
5.	Following the meeting, Qantas persisted with the leave burn program. ALAEA provided its members with a pro forma response to directions from Qantas to take leave. The response indicated that the issue of leave burn was in dispute and that the requirement to take leave was contrary to clause 60 of the Agreement.	Purvinas Affidavit at [39] and [40] and SRP8.
6.	ALAEA members provided the notice to Qantas but Qantas required LAMEs to take leave in any event.	Purvinas Affidavit at [41] and [42].
7.	Between January and April 2016, there were several meetings between ALAEA and Qantas about the leave burn program in an attempt to resolve the dispute.	Purvinas Affidavit at [43].
8.	Throughout the first half of 2016, Purvinas had numerous	Purvinas

	discussions with LAMEs employed by Qantas in Sydney, and also discussed the issue with members of ALAEA's executive who work for Qantas in Sydney.	Affidavit at [44].
9.	Between March and April 2016, ALAEA corresponded with Qantas about the leave burn dispute, asserting that Qantas was acting contrary to the Agreement.	Purvinas Affidavit at [43] and SRP9.
10.	In response to the correspondence, Qantas maintained that there was a relevant surplus.	Purvinas Affidavit at [46] and SRP10.
11.	On 27 April 2016, Purvinas met with representatives of Qantas and again raised concerns about the leave burn program. Purvinas agreed to put ALAEA's requests for documents and information in writing.	Purvinas Affidavit at [48].
12.	On 13 May 2016, Purvinas wrote to Qantas again asserting that Qantas was in breach of the Agreement by failing to consult, implanting the leave burn program and in the manner in which it implemented the leave burn program. The letter requested information about Qantas' actions including documents associated with those actions.	Purvinas Affidavit at [49] and SRP11.
13.	On 27 May 2016, Qantas responded to Purvinas' letter seeking further details of the alleged contraventions and declining to provide the information and documents sought.	SRP12.
14.	By the commencement of June 2016, Purvinas had formed a firm view that Qantas was in breach of clauses 47 and 60 of the Agreement.	Purvinas Affidavit at [51] – [53].
15.	On 1 June 2016, Purvinas wrote to Qantas again asking that the information and documents in his previous letter be provided. The letter stated that if Qantas failed to provide the information and documents Purvinas would exercise his right of entry to inspect the documents.	Purvinas Affidavit at [54]
16.	Prior to exercising his right of entry, Purvinas closely reviewed information that he had available from members to check if he was well founded in his suspicions that Qantas was contravening clauses 47 and 60 of the Agreement.	Purvinas Affidavit at [56] – [74].
17.	Following the issuing of the Entry Notice, Purvinas decided to also test the legitimacy of claims from members that work was now at a higher level than it should have been and engaged in an exercise where he tried to identify how much work was being planned for LAMEs.	Purvinas Affidavit at [78] – [83].
18.	During the course of the week leading up to when Purvinas exercised his right of entry, he received reports that at least 30 LAMEs had been forced to take directed leave as part of the leave burn program.	Purvinas Affidavit at [84].

Table 3

This table relates to paragraphs 33 and 38 of the applicant's submissions filed 22 January 2018 and sets out the documents that reflect the exchanges between Mr Purvinas and Qantas in the period 5 January 2016 and 1 June 2016.

	Document	**Brief description**	**Reference**
1.	Letter to Purvinas from Tobin dated 5 January 2016.	The stated purpose of the letter is to notify the ALAEA about Qantas' preparations for the 2016 Leave Burn Program. The letter states: a) the purpose of the Leave Burn Program is to be a *"method for the management of surplus employees"* covered by the Agreement; b) Qantas uses the total number of surplus employees as the basis for the setting of leave burn targets; c) Qantas conducted a review of the number of surplus employees in Sydney and Melbourne as at 17 December 2015 for the 2016 program; d) the number of surplus employees at 17 December 2015 is 46.5, as compared with 47.5 at 17 June 2015 because two LAMEs rejected offered Placements in Los Angeles (allowed for in the 17 June calculations) and have therefore remained in Sydney, two LAMEs accepted voluntary redundancies and one LAME passed away; e) the method for calculating the amount of leave burn required; f) Qantas will shortly commence communications with employees about the 2016 program; and g) Qantas is willing to provide a face-to-face briefing on the 2016 program.	SRP3.
2.	Email to Saunders from Purvinas dated 5 January 2016.	Responding to Tobin's letter dated 5 January 2016, Purvinas states that he believes *"you may be breaching the consultation procedures by seeking a meeting with us to discuss leave burn but already advising staff of the outcome of the meeting in the form of time they will need to take off"*. Further, Purvinas asserts that the surplus figures look incorrect and provides an example reason for this assertion.	SRP4.

3.	Email from Niewenhuijzen to Purvinas dated 7 January 2016.	Responding to Purvinas' email dated 5 January 2016, it is stated that Qantas disagrees with a number of matters raised and notes that it will continue to communicate with staff regarding implementing the 2016 program.	CJT9.
4.	Email to Purvinas from ALAEA Assistant Federal Secretary dated 4 February 2016.	The email sets out the Assistant Federal Secretary's notes from the meeting between Qantas and ALAEA representatives on 25 January 2016.	SRP6.
5.	Letter to Purvinas from Tobin dated 10 February 2016.	This letter refers to the meeting between ALAEA and Qantas on 25 January 2016 and responds to issues raised at that meeting.	CJT11.
6.	Email to Saunders from Purvinas dated 20 February 2016.	In this email, Purvinas repeats ALAEA's concerns regarding breaches of the Agreement by directing LAMEs to take leave and by failing to consult.	CJT12 and NS2.
7.	Letter to Purvinas from Niewenhuijzen dated 21 March 2016.	The letter notes that Qantas does not agree with statements made by the ALAEA in communications to members in relation to the 2016 Leave Burn Program, and specifically addresses four of these statements that it believes to be incorrect. Specifically, Qantas states that the program is not in breach of the Agreement because it has the discretion to determine whether or not a surplus exists and, in circumstances where a surplus is determined, to direct LAMEs to take leave.	SRP10.
8.	Letter to Sandra Niewenhuijzen (**Niewenhuijzen**) from Purvinas dated 1 April 2016.	The letter addresses why the ALAEA believes overall workloads have increased despite Qantas stating that workloads have decreased due to the retirement of a number of aircraft since the Agreement commenced. Further, it is requested that Qantas engage in full and thorough consultation regarding changes to workloads in order to understand the calculation of the purposed surplus., noting that Qantas is required to genuinely consult under clauses 47 and 55 of the Agreement.	SRP 9.
9.	Letter to Purvinas from Niewenhuijzen dated 8 April 2016.	This letter disagrees with a number of the assertions in Purvinas' letter dated 1 April 2016. Further, it maintains that: a) whether there is a surplus is a matter to be determined by Qantas; b) there is presently a surplus, meaning that Qantas employs more LAMEs than it requires; and c) Qantas has consulted in relation to surpluses,	SRP10.

		changes in operational requirements and leave burn.	
10.	Letter to Niewenhuijzen from Purvinas dated 15 April 2016	This letter repeats the ALAEA's concerns regarding breach of clause 60 of the Agreement and failure to consult as required by the Agreement, and expresses surprise at Qantas' assertion that it does not consider the matters to be in dispute in accordance with clause 6 of the Agreement. Further, a meeting with Qantas is requested in order to ask questions about the breaches of the Agreement that ALAEA perceives to be occurring.	SRP9.
11.	Letter to Niewenhuijzen from Purvinas dated 13 May 2016.	In this letter, the ALAEA lists a number of concerns including whether directions to take leave are reasonable, that the amount of leave being directed is disproportional to the purported surplus. Further, the ALAEA request that Qantas respond to specific questions and to provide specific information, including at least fifteen specified classes of documents.	SRP11.
12.	Letter to Purvinas from Niewenhuijzen dated 27 May 2016.	In this letter, it is asserted that ALAEA only recently (in its letter of 13 May 2016) raised allegations regarding Qantas' failure to consult and the manner in which the 2016 program has been implemented, and requests further information regarding these assertions. However, the information and documents requested by ALAEA in its letter dated 13 May 2016 are not provided.	SRP12.
13.	Letter to Niewenhuijzen from Purvinas dated 1 June 2016.	In this letter, it is noted that Qantas has failed to provide the information and documents requested, despite similar information and documents being provided previously where Qantas has sought to establish a surplus. In this regard, it is stated that Purvinas intends to exercise his right of entry to inspect documents unless it is indicated by midday on 3 June 2016 that Qantas intends to provide the information and documents previously sought. In addition, the ALAEA repeats its concerns regarding Qantas' failure to consult.	SRP13.

Table 4

This table sets out the places in the evidence that describe the documents sought by Mr Purvinas.

	Date of Request	**Brief description**	**Reference**
1.	13 May 2016.	In a letter to Niewenhuijzen from Purvinas, the ALAEA request that Qantas respond to specific questions and to provide specific information, including at least fifteen specified classes of documents.	SRP11.
2.	7 June 2016	In his affidavit, Purvinas sets out the 11 classes of documents requested.	Purvinas Affidavit at [88] – [129].
3.	7 June 2016	This document sets out Purvinas' entry notes for 7 and 8 June 2016, and specifies the list of 11 classes of documents he requested.	SRP16.
4.	7 June 2016	In his affidavit, Tobin sets out the 11 classes of documents requested (although they are consolidated into 7 classes)	Tobin Affidavit at [67]
5.	7 June 2016	In his affidavit, Saunders sets out the 11 classes of documents requested (although they are consolidated into 7 classes)	Affidavit of Nicholas Saunders affirmed on 29 November 2017 (**Saunders Affidavit**) at [56].