

20<sup>th</sup> July 2015 – Notice 018/2015



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# ❖ NOTICE ❖

**TO: ALL QANTAS TSS MEMBERS**

**RE: DUTY TRAVEL**

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This notice is being issued to update members on a current dispute regarding travel allowances and the calculation of travel time for those of you who are employed under the TSS Enterprise Agreement. Last week Reps met with management in an attempt to resolve these matters and can report as follows. Please note, despite some managers saying that the dispute doesn't relate to you, these matters are currently in dispute for all members who are in a TSS classification.

## Allowances versus Actuals

As a thank you to the good TSS staff for accepting a wage freeze, the penny pinchers at Qantas have decided to force staff who had, for as long as we can remember, been able to claim allowances when away from home to have to revert to actuals. This means you have to keep a receipt for everything you buy and then, submit the paperwork when you return, only for some manager to determine if the two wines you had with dinner were too expensive. We say that Qantas do not have the right to force staff in the TSS classification to only have access to actuals and not allowances. The clause relating to this dispute reads as follows –

*28 (b) Australian Tax Office rates or actuals will apply to duty travel and meal allowances.*

The company position is that if they pay actuals, they comply with the clause because it is one of the two options either side of the word "or". We say that if they interpret the clause this way, the Australian Tax Office rates are never accessible and the staff are then having an option available to them under the EA taken away. In our view it is like walking up to a person and saying to them that they can have \$100 for free or \$50 for free. When the person says they will take \$100, the option is then taken away with the words – Sorry, I didn't really mean to offer you \$100, you can only have \$50.

In our view, the EA says that our members are entitled to allowances or actuals. The company claim that the decision is theirs on which option applies or essentially that they are obliged to pay allowances or actuals. The words are not clear on whose decision it is. That being the case we say the company policy and practices that applied when the Agreement was entered into would be the determining factor regarding whose decision it was. At the time the Agreement was drafted (and even now) the company policy was that the decision is up to the employee.

**“Guardians of Air Safety”**

## Australian Licenced Aircraft Engineers Association

The company are considering our view and say they will get back to us shortly with an answer. Until the matter is resolved we strongly recommend members who travel for work take the following steps.

1. Before you leave advise your manager that you will be claiming ATO rate allowances upon return.
2. If your manager argues or threatens you in any way contact the ALAEA immediately after writing down everything the manager has said.
3. When away keep receipts for everything you buy (in case an arbitrated outcome goes against us).
4. Upon return lodge a normal allowances claim.
5. If your claim is rejected keep all details and forward to ALAEA Staff Councillor Simon Locke.

It is important that the above steps be taken because if you follow the manager's orders to submit actuals, you will no longer have a dispute with them and have deemed to have accepted actuals by default.

### Time Calculations


During the meeting with management we also raised a concern about how hours were calculated for travelling, rest periods and associated matters such as whether overtime rates apply to a wage. Because of the variations that could exist with each trip away, the company and the ALAEA agreed that each tour of duty would be assessed on a case by case basis.

The EA also makes it clear that "agreement" between the parties is required to travel on a rostered day on and "mutual agreement" is also required to determine when time in lieu of travel will be taken. Both of these matters are intertwined and important for staff travelling for work so they know when they will be able to rest and adjust to new time zones.

The "agreement" therefore needs to be made before you leave so you can plan around it. If you elect to go away and sort the matter out when you return, the company would be in the box seat to determine how many hours you get paid at the various rates and how much time you are allowed off. It would be more than likely that a staff member who travelled without "agreement" would be considered legally to have given up their rights to certain claims and be bound to the whims of Qantas management. We recommend the following steps be taken in relation to time and payments for travel –

1. Discuss with your Reps and other members the appropriate methods for calculating your time and payments for the travel you have been asked to undertake.
2. Never leave to travel without having the terms in writing from management.
3. Should management simply tell you verbally what will occur, request it in writing.
4. Should you disagree with any written form (either an email, letter or roster outlining the arrangements) email your manager and explain why the offer is not acceptable.
5. If your manager agrees to change the arrangements, get the new arrangements in writing.
6. If you cannot reach agreement with the manager, do not accept the travel offer.
7. If you encounter any problems contact Staff Councillor Simon Locke.

Members should not look across at others demanding fair agreement be reached as per the EA and then approach management with offers to undercut the terms being negotiated. Your workmates who are discussing terms of a travel stint are only seeking correct payment of time and wages as per the EA and securing adequate rest periods to protect the ongoing safety of the airline.

  
Steve Purvinas

**Federal Secretary**