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❖ NOTICE ❖

TO: QANTAS LAME MEMBERS

RE: 20th DAY PAYOUTS

Recently the ALAEA held a series of meetings in Brisbane's Heavy Maintenance facility explaining what we understand to be a long running breach of the Qantas Enterprise Agreement where 20th Days had been paid out at single time when we believe they should have been paid out at double time.

The issue is more prevalent in Heavy Maintenance as there is a specific clause allowing Qantas to pay out these days at the end of each calendar year but may also apply to some members in Line Maintenance who may have had 20th days paid out after moving from one section to another or out of Heavy Maintenance into Line. Claims for underpayment must have fallen within the previous 6 years and may apply to members who transferred out of the closed Melbourne and Avalon Heavy Maintenance sections.

Attached is a letter written to Qantas yesterday specific to 78 members who attended meetings in Brisbane and on our account are owed from a few hours pay to, in some cases, over \$30,000 each. HM members who were unable to make the meetings or who didn't complete paperwork to recover the alleged underpayments can do so by emailing ALAEA Industrial Officer Glynn Sowter at the following email address where further instructions will be given –

Glynn@alaea.asn.au

Line Maintenance members who suspect they may be captured in the 20th day payout claim should also email Glynn.

Please note this case is not related to the payout of days In lieu of Public Holidays that are often paid out when annual leave is taken. DILs or RDOPHs come under different rules in the Enterprise Agreement. This claim is confined only to 20th days which are defined on a pay slip as PAID DAY20.

15% SHIFT	04-01-16	8.2325	8.00	65.86
15% SHIFT	05-01-16	8.2325	8.00	65.86
PAID DAY20	12-01-16	54.8804	63.39	3,478.87
A/LVE PREM	24-12-15	54.8797	1.33	72.99

Steve Purvinas

Federal Secretary

28 March 2018

Mr Peter Smith
 Industrial Relations Manager
 Qantas Airways Ltd

cc. Paul Crawford

By Email



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Dear Peter

RDO Payouts

Further to my letter dated 30th January 2018 as you are aware I recently attended the Qantas premises in Brisbane and obtained records in relation to some ALAEA members who work in Brisbane Heavy Maintenance. I write seeking correct payments for members who had 20th days paid out in the years 2013, 2014, 2015, 2016, 2017 and 2018.

In the case of member Mathew Rea he was paid out RDO/20th day hours as follows:

2013	50.31 hours
2014	36.10 hours
2015	71.69 hours
2016	16.72 hours
2017	93.48 hours
2018	58.37 hours
Total	326.67 hours

Each of these hours were paid at single time. Our position is that these hours were accrued by Mr Rea working in excess of "ordinary hours" as defined in clause 24 of the *Licensed Aircraft Engineers (Qantas Airways Limited) Enterprise Agreement 10* ("Enterprise Agreement"). That being the case the Enterprise Agreement clearly states that an employee is entitled to be paid double time for "all time" worked in excess of "ordinary hours" (see clauses 24.4.2, 25.2.2 of the Enterprise Agreement).

Further, we have identified, at a minimum, the following quantum of hours for each listed employee that were paid out for 20th days at the single time rate to employees in Brisbane since 2013. Our position is that Qantas was obligated to pay these employees for these hours at double time:

First Name	Surname	Hours
XXXXX	XXXXX	2.66
XXXXX	XXXXX	392.18
XXXXX	XXXXX	25.61
XXXXX	XXXXX	231.09
XXXXX	XXXXX	82.17
XXXXX	XXXXX	9.12
XXXXX	XXXXX	36.55
XXXXX	XXXXX	24.89
XXXXX	XXXXX	59.96
XXXXX	XXXXX	299.77
XXXXX	XXXXX	195.47
XXXXX	XXXXX	555.86
XXXXX	XXXXX	76.40
XXXXX	XXXXX	115.14
XXXXX	XXXXX	281.27
XXXXX	XXXXX	104.65
XXXXX	XXXXX	26.82
XXXXX	XXXXX	376.50
XXXXX	XXXXX	76.84
XXXXX	XXXXX	342.83
XXXXX	XXXXX	98.88

XXXXX	XXXXX	371.11
XXXXX	XXXXX	95.22
XXXXX	XXXXX	55.93
XXXXX	XXXXX	98.04
XXXXX	XXXXX	46.74
XXXXX	XXXXX	34.96
XXXXX	XXXXX	22.95
XXXXX	XXXXX	78.64
XXXXX	XXXXX	107.53
XXXXX	XXXXX	92.20
XXXXX	XXXXX	130.13
XXXXX	XXXXX	490.73
XXXXX	XXXXX	79.65
XXXXX	XXXXX	341.16
XXXXX	XXXXX	46.74
XXXXX	XXXXX	130.55
XXXXX	XXXXX	277.02
XXXXX	XXXXX	26.60
XXXXX	XXXXX	45.60
XXXXX	XXXXX	155.10
XXXXX	XXXXX	81.32
XXXXX	XXXXX	28.58
XXXXX	XXXXX	344.58
XXXXX	XXXXX	140.84
XXXXX	XXXXX	209.68
XXXXX	XXXXX	106.41
XXXXX	XXXXX	94.37
XXXXX	XXXXX	104.93
XXXXX	XXXXX	146.90

XXXXX	XXXXX	116.12
XXXXX	XXXXX	184.10
XXXXX	XXXXX	115.75
XXXXX	XXXXX	326.67
XXXXX	XXXXX	199.80
XXXXX	XXXXX	45.90
XXXXX	XXXXX	84.89
XXXXX	XXXXX	398.16
XXXXX	XXXXX	108.75
XXXXX	XXXXX	91.13
XXXXX	XXXXX	90.36
XXXXX	XXXXX	538.05
XXXXX	XXXXX	75.84
XXXXX	XXXXX	82.23
XXXXX	XXXXX	303.65
XXXXX	XXXXX	38.53
XXXXX	XXXXX	89.97
XXXXX	XXXXX	158.96
XXXXX	XXXXX	170.55
XXXXX	XXXXX	291.90
XXXXX	XXXXX	162.33
XXXXX	XXXXX	15.20
XXXXX	XXXXX	144.78
XXXXX	XXXXX	189.41
XXXXX	XXXXX	22.68
XXXXX	XXXXX	168.49
XXXXX	XXXXX	328.09
XXXXX	XXXXX	166.91

There are likely to be other employees covered by the Enterprise Agreement in Brisbane in the same position. Some employees were not present during the recent ALAEA meetings (for example they were not rostered for work or were on leave during those days, could not attend the meetings due to operational reasons or have transferred to other parts of the company's operations).

Further, additional records are still being obtained and the information collated in relation to some of the employees listed above. Therefore, the number of hours in relation to some employees may increase.

Qantas electing to make payouts for what is defined as overtime by the Enterprise Agreement but not at the overtime rate is a clear contravention of the Enterprise Agreement.

In our view it is an uncontroversial principle in this area of law that if time off in lieu of payment is granted for overtime but the employee then does not, or cannot, use the accrued time then it is to be paid out at overtime rates. For example the issue generally was considered in the current review of Modern Awards¹ and it should be noted that not even employer bodies opposed the principle that such time was payable at overtime rates.

¹ See the decision at [2015] FWCFCB 4466

We request that Qantas make payments to the above listed employees for the specified number of hours at the correct rate within the next 14 days. If Qantas agrees to make the payments the relevant records to demonstrate that these hours have been paid out at single time can be supplied; though obviously such records should also be easily accessible by the company.

Alternatively if Qantas disagrees with our position as stated in this correspondence we request an explanation within 14 days. We would expect any such explanation would clearly articulate why Qantas believes the clauses of the Enterprise Agreement we refer to in this correspondence are not applicable in these circumstances. Should we not receive such a response we will assume that the company concedes our position is correct.

Yours sincerely



Stephen Purvinas
Federal Secretary