



# ALAEA Quarterly News

- June 2022

The latest news, views and announcements

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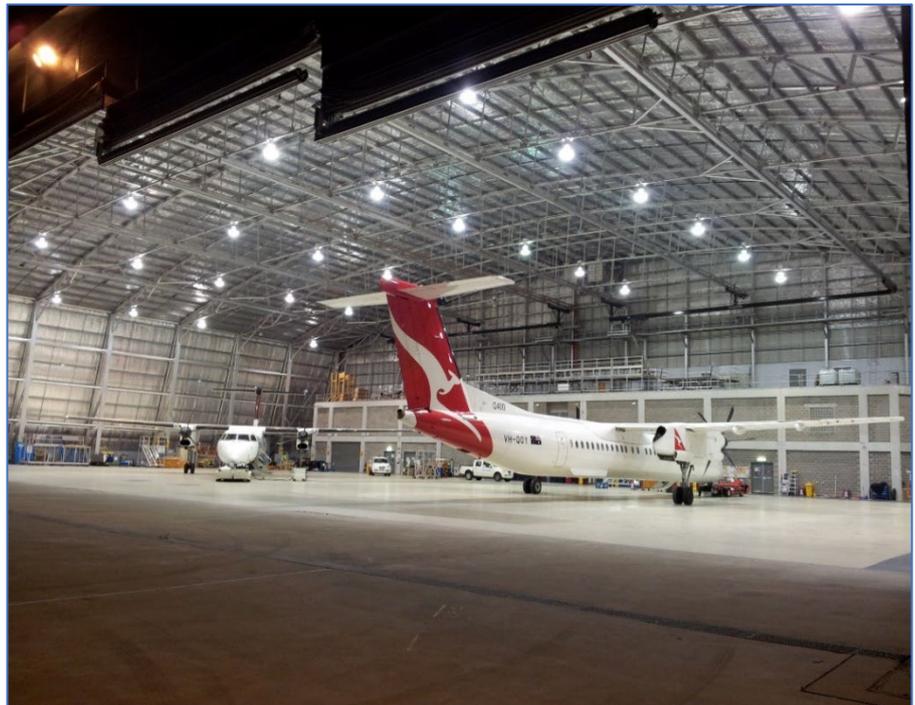
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## CASA Part 43 Regulations

- by Steve Purvinas

**CASA released the public consultation document for the proposed new regulations for General Aviation on 19 May 2022. There are safety and livelihood implications if these changes are made. Industry consultation is open. We recommend all members make a written Part 43 objection.**

Part 43 intends to water down all licensing in non RPT and non Charter sectors setting a precedent for further industry dilution. Part 43 will allow GA B1 and B2 holders to work on aircraft without type training. Full B1 privileges will be awarded with no underpinning B2 training. NDT and other specialist licences will be issued to anyone with 18 months experience (no theory training).

Another concern relates to responsibility. It will shift from the maintenance organisation to the certifying person meaning GA LAMEs will have to find personal indemnity insurance. Two layers of protection between a LAME and their house will be removed in one foul swoop if the changes are adopted. An aircraft owner will also be permitted to defer defects without LAME approval. Our office will release full instructions on how to object with submissions due to close on 18 June 2022.



## AEI and Fake Licences

- by Chris Burleigh - ALAEA GA and Other Airlines Councillor

Aircraft Engineers International (AEI) is an organisation that seeks to protect, promote, and represent the interests of Licenced Aircraft Maintenance Engineers in matters affecting air safety and aviation maintenance throughout the world. In its membership, AEI has over 30 organisations (similar to the ALAEA) representing Licenced aircraft engineers within different countries and 50 individual members. The ALAEA was a founding member of AEI over 50 years ago and continues playing a leading role within AEI today.

The AEI have been investigating the sale of course completion certificates for both Basic and Type training by an entity in the Middle East. The investigation is in the early stages but what is known is that many thousands of course credits have been issued. Fake SOE / OJT books are available at a cost. Licences have been issued as a result and these are spreading throughout Asia and Europe. Some licences have been issued to people who have next to no experience in aviation maintenance.

Those wishing to get these fake credentials are targeting NAAs (National Aviation Authorities - CASA in Australia) with weak standards. They are then getting these newly issued licences recognised in more credible countries using reciprocal arrangements. The trail back to the dodgy qualifications then becoming harder to track. NAAs are becoming aware of this problem but are not so forthcoming on how extensive it is, or how they are going to tackle the matter. It is known that approx. 1000 course credits have already been overturned in both Nederland and Pakistan alone. It is known that the Nederland NAA outsourced some of the licensing functions that let these dodgy licences through. One example has emerged in Sweden. A student who could not successfully pass basic training for a Cat A license over a 3-year period turned up a couple of weeks later with full credits for a Cat B1.1 license. The Swedish authorities caught this anomaly during the application process.

If this corrupted license practice is not adequately addressed, the credibility of every maintenance licence around the world would become questionable and, over time, would lead to catastrophic disasters.

## Qantas Member Reinstated

- by Glynn Sowter

Many of you will have seen articles recently published in the Australian Financial Review, the Guardian, The Australian, and other newspapers concerning an ALAEA member that won his unfair dismissal application with the assistance of the ALAEA and counsel.

As one would expect, these articles sought to overplay the salaciousness of the matter and underplay the key findings. In short, the Fair Work Commission (FWC) found that our member did not engage in the conduct alleged and cleared him of any wrongdoing. The FWC further ordered Qantas to reinstate him and pay him lost wages - this is the maximum award permissible under the *Fair Work Act 2009*(Cth). A remarkable outcome for a member that should not have been dismissed in the first place.

Qantas have launched an appeal to this decision. The appeal will be heard later this month. The ALAEA is confident the decision will be upheld, and the Member will be able to return to his previous position.

## What are Reasonable Additional Hours?

- by Glynn Sowter

You may have read in your employment contract or enterprise agreement that you are required to work '*reasonable additional hours*'; in some cases your salary will include a component of '*reasonable additional hours*'.

What are reasonable additional hours? The term comes from the requirement set out at s.62 of the *Fair Work Act 2009* (Cth) which provides that an employer must not request or require an employee to work more than 38 hours '*unless the additional hours are reasonable*'.

There are a number of criterion for assessing whether additional hours are *reasonable*. These are set out at s.62(3) and includes OH&S considerations, your personal circumstances, the needs of the workplace, the usual patterns of work and any additional remuneration. These (and others set out at the relevant section) *must* be taken into consideration in determining whether the additional hours are reasonable. Put more simply, amongst other things, your employer must have regard to your personal circumstances. If they haven't; the additional hours may not be reasonable.



## TOIL Accruals in General Aviation

- by Sean Morgan

Earlier this year the ALAEA, on behalf of a member in GA, lodged an underpayment of wages application in the Industrial Magistrates Court of NSW. The Industrial Magistrate is a specialised division of the Local Court of NSW. The member had signed a contract of employment in which the employer agreed to provide our member with 'time off in lieu' (TOIL) instead of paying overtime.

When our member later resigned from the company the manager refused to payout our member's accrued TOIL of 55 hours. This was a requirement under clause 26.6(k) of the *Airline Operations - Ground Staff Award 2020* (AOGSA). As a result of COVID the matter has been delayed, however, it comes before the Industrial Magistrate on 9 June 2022.



## Auditor General Report - CASA Surveillance Activities

- by Steve Re

The Australian National Audit Office recently completed an audit of CASA's planning and conduct of surveillance activities. It was a comprehensive look at how CASA has managed that aspect of its activities over the last few years. The findings are too numerous to list here, but it paints a picture of an organisation that has been under resourced and poorly managed for a long period, with the true situation misrepresented to the board, and CASA's own internal reports highlighting shortcomings swept under the carpet without a trace.

The report can be accessed via the [Australian National Audit Office's website](#)

## CHC EA

- by Brad Stewart

EA negotiations commenced in May. Due to feedback by reps/members the ALAEA reopened and extended time for members to make further contributions for a new Log of Claims.

Once a new log of claims is finalised, it will be emailed out to members by the ALAEA for a final ballot/vote. The vote will be simple - NO, I do not endorse the log of claims or YES, I endorse the log of claims.

The Offshore Alliance is a collective of other unions working in the same area. It includes the Maritime Union of Australia and the Australian Workers Union. These unions have asked to join us at the bargaining table, and we have welcomed their addition.

We seek to set up a Single Bargaining Unit (SBU) with ALL employee /union representatives to collectively bargain on behalf of employees/members.

## NNHRS EA

- by Noel Speers

Negotiations are now underway for a replacement EA for Engineers covered by the Northern NSW Helicopter Rescue Service Agreement. The expiry date of the current EA is 26 July 2022.

## Network Aviation PIA

- by Steve Purvinas

Across the industry there is a thrust by employers to enforce wage freezes. They talk about 'Group Policies' as if they are laws written by themselves. These are not laws; they are merely claims that are unacceptable at times of high inflation.

Network members will be balloted soon as they push to break through the wage freeze claims. Others similarly positioned may soon join them.

## Super Guarantee Rate increase

- by Noel Speers

The Superannuation Guarantee rate is scheduled to increase from the current 10.0% rate to 10.5% from 1 July 2022. The election of the Federal Labor government on 21 May should ensure that the SG percentage rate will then increase as scheduled by 0.5% each financial year until it reaches 12.0% from 1 July 2025. The ACTU and union movement position is to advocate for an eventual increase to a rate of 15.0% and it will be interesting to see this plays out under the Albanese Labor government.

## Secret Recording

- by Glynn Sowter

In a recent decision, the FWC reiterated that secretly recording meetings with your employer, or otherwise in the workplace is generally a valid reason for dismissal.

You may be aware that in certain states, some forms of covert recording are not expressly illegal. Despite this, it is still considered to commonly be a valid reason for dismissal.





### Enterprise Agreement Negotiation Watch

Enterprise Agreement	Status
Airbus Darwin	Expires April 2023
Alliance Brisbane	Expires May 2023
Alliance Nth Qld	Expires Oct 2024
Alliance Perth	Expires Aug 2024
Babcock	Expired Mar 2020
BAE Systems Australia	Expired Jul 2018
Bristow Helicopters	Terminated by FWC 17 August 2021
Carbine Services	Expires Jun 2022
Cathay Pacific	Expired Dec 2017
CASA	Expired Nov 2019
CHC Helicopters	Expires Aug 2022
Cobham Base	Expired Jun 2021
Cobham Line	Expired Jun 2021
Eastern Line	Expired Dec 2019 Negotiating
Eastern Tamworth	Expired Jun 2021 Negotiating
Emirates	Expired Dec 2019
Hawker Pacific Overhaul QLD	Expired May 2020
Hawker Pacific Sale	Expires Sep 2024
Heston	Expires Mar 2023

Enterprise Agreement	Status
Jetstar	Expired Apr 2021 Negotiating
LifeFlight	Expires Jun 2022
<b>Network</b>	<b>Expired May 2020 Negotiating</b>
Northern NSW Helicopters	Expires Jul 2022 Negotiating
Northrup Grumman	Expired Jun 2019
Panasonic	Expires Jun 2023
<b>PHI international WA</b>	<b>Expired Dec 2021 PIA 92% in favour</b>
Qantas LAME	Expired Jan 2019 Negotiating
Qantas Tech Salaried Staff	Expired Dec 2018 Negotiating
REX	Expired Jun 2021 Negotiating
RFDS Eastern	Expires Dec 2022
RFDS WA	Expired Oct 2021
Sunstate	Expired Dec 2018
Toll Aircraft Maintenance	Expired Jun 2021
Toll Helicopters	Expired Oct 2021
United	Expired Jul 2019
Virgin Tech	Expires Apr 2023
Virgin Australia Regional Airline (VARA)	Expired Feb 2021 Negotiating

## Eastern Australia Airlines Line EA

- by Noel Speers

After a long gap due to the Covid pandemic interruptions, the ALAEA resumed negotiations for a replacement Enterprise Agreement at Eastern in April. This EA covers line members working at the Sydney, Canberra and Melbourne bases.

The most recent meeting was an in-person meeting held at Mascot on 17 May. Unfortunately, the Qantas Group wage policy of a 2-year wage freeze and then annual pay increases of 2.0% pa has made any real progress in the bargaining negotiations very difficult. This is against a backdrop where the most recent CPI result for inflation in Australia was a national figure of 5.1%.

Duration is a key issue as the position of the ALAEA and our BRs is that the expiry date of the new EA cannot go beyond 31 December 2023 at the latest. However, the Company continue to insist on a 31 December 2024 date which would be in effect be a 5-year period since the current Agreement nominally expired on 31 December 2019. The ALAEA negotiating team has also informed the Company that we are opposed to any short-term piecemeal changes to the pay classification structure regarding the B717 tail payment. A further meeting is expected to occur in early June.



## REX EA

- by Noel Speers

Rex EA negotiations are ongoing, but a significant impasse has been reached on the first pay and allowances increase to apply from 1 July 2022. The ALAEA is seeking a pay increase that recognizes the increased cost of living amidst rising inflation, but the Company are still at this point refusing to budge from their position of 0% from 1 July 2022.

## General Aviation - 'Major Change' under the AOGSA

- by Sean Morgan

Just before Christmas 2020 a member in GA was terminated by his employer based on redundancy. Our member vehemently disputed being selected for redundancy, however, he and his employer agreed to a mutual separation on the condition that the employer agreed to pay the redundancy component under clause 36 the *Airline Operations - Ground Staff Award 2020* (AOGSA). This is significant because at time of the termination the employer was a small business employer (SBE) under the AOGSA with only 5 full time staff in the company (3 of whom were LAMEs). As an SBE there was no legal requirement to pay redundancy. Nevertheless, despite the above agreement, the employer later reneged.

In early 2021, the ALAEA, on behalf of its member, commenced proceedings in the Federal Circuit and Family Court of Australia (FCaFCA). The matter was heard two weeks ago. In the FCaFCA it was the position of our member and the ALAEA that the employer had introduced 'Major Change' to its company, and because of the way the employer had actioned the redundancy, it had not complied with the consultation and notification obligations under clause 32 of the AOGSA. Given the size of the workforce (i.e., 5 employees), convincing the FCaFCA that there was 'Major Change' was always going to be an uphill battle for the ALAEA. Nevertheless, it was fight that needed to be taken up as there is currently no legal precedent in relation to 'Major Changer' in GA. Our action also serves as a message and warning to GA employers that the ALAEA will hold employers accountable for actions we deem to be unlawful. The decision is now pending.

## Labour Shortage Project

- by Steve Purvinas

The ALAEA instigated a project to examine aspects of the imminent industry labour shortage. Invitations for AMEs and others not in our union were promoted and six others will join Matt Rea (Qantas), Matt Whiley (Jetstar), Mike Davies (Virgin) and I in this important work with President Rodney Wyse assisting as required.

The first committee meeting will take place later this week where initial steps will be tabled. The first work will see a map of the labour supply chain created. This will allow us to know what contractor is seeking labour for each airline. Both the ALAEA and Aircraft Engineers Australia social media networks will refuse job advertisements that do not embed a wage or Enterprise Agreement rate. The companies will no longer be able to play hide and seek with their employment conditions.

Beyond that, issues concerning us include training deficiencies and difficulties. The lack of apprentices and promotional opportunities for AMEs and airlines poaching badly needed GA people. Employers are starting to contact us already to be involved in this work and joint lobbying efforts are envisaged. The project is a break from the traditional ALAEA LAME focused model and fills a gap where AME unions seemed to cut avenues for upcomers to move into better paid and more rewarding work. Something like this is needed to address the ageing workforce and penchant to revert to overseas workers at any opportunity.

## Maintenance Supervision

- by Steve Re

A recurring enquiry to the ALAEA relates to the Supervision of Maintenance. As LAMEs we are often required to certify for the work of others. Supervision comes with its own set of responsibilities that are just as important as certifying for your own work, if not more. CASA has legislated the definition of Supervision in the CASR Dictionary as follows:

### 30 - Meaning of supervising

A person (the supervisor) is supervising the carrying out of maintenance done by another person if the supervisor:

- (a) is physically present at the place that the maintenance is being carried out; and
- (b) is observing the maintenance being carried out to the extent necessary to enable the supervisor to form an opinion as to whether the maintenance is being carried out properly; and
- (c) is available to give advice to, and answer questions about the maintenance from, the person carrying it out.

Items (a), (b) and (c) are not "either/or" options. They are all mandatory for a legal signature. Whilst there is an element of discretion, that discretion is exclusively the responsibility of the LAME supervising the task/s. If you feel pressured to sign for work you aren't able to legally supervise, you should raise it through your company's quality reporting mechanism or alternatively contact the Association for advice (or both).



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