

QF 084/2008

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## ❖ NOTICE ❖

**TO: ALL QANTAS LAME MEMBERS**  
**RE: QANTAS EBA VIII LSL & Transmission of Business**

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We have received a number of inquiries seeking clarification of the provisions of EBA8 relating to Clause 29 "Long Service Leave", previously EBA4 Part C Clause 17 and Clause 56 "Transmission of Business", previously EBA4 Part C Clause 38.

### **Long Service Leave**

The EBA sets a guaranteed minimum that must be complied with but does not restrict an employee receiving more than the minimum within their employment contract. Whilst the old EBA4 had the same provision of EBA8, Qantas policy has for some time now provided 13 weeks of Long Service leave after 10 years of service. When EBAs 1 to 7 existed they applied in parallel with the Airline Operations (Qantas Airways Ltd) Long Service Leave Award 1999 to their level of inconsistency along with Qantas policy. As a result of consolidating all the EBAs and awards into one document the new EBA8 clause 29 is effectively the same as the previous EBA4 clause 17. The only change is the reference to the additional provisions contained in EBA8 at Appendix H. The provisions in Appendix H are the same as the Qantas Long Service Leave Award. So effectively the situation in EBA8 is the same as you had in the past. In that regard Qantas has confirmed with the ALAEA that during the life of this Agreement Qantas will continue to apply long service leave in accordance with Company policy, and it is not Qantas' intention to utilise the provisions of EBA 8 to reduce a LAMEs LSL entitlement.

### **Transmission of Business**

EBA8 Clause 56. "Transmission of Business" is exactly the same as EBA4 Part C Clause 38. In addition the provisions of the Workplace Relations Act 1996 (Workchoices) still apply and it is necessary to have such a clause in our EBA to protect employees entitlements should they accept a position with a new employer that buys part of Qantas. In addition the clause only applies to those that accept a position with the new employer and does not affect those who take a redundancy payout. Transmission only takes place if QF sell off its business or part thereof and an employee of QF becomes an employee of the new owner. The clause does not automatically make a QF employee an employee of the new owner it allows a QF employee the choice. In any case if QF were to do that then their would be a whole new round of negotiation and consultation pursuant to Clause 47 "Introduction of Change" and Clause 55 "Redundancy".

  
Senior Industrial Officer

"To undertake supervise and certify for the safety of all who fly."