

15th October 2009



25 Stoney Creek Rd Bexley 2207 NSW
Ph: (02) 9554 9399 Fax: (02) 9554 9644
Email: alaea@alaea.asn.au
Web: www.alaea.asn.au
ABN: 84 234 747 620

❖ NOTICE ❖

TO: VIRGIN MEMBERS

RE: ENTERPRISE AGREEMENT UPDATE 3

The ALAEA conducted a two day Executive meeting that concluded yesterday and although we currently have around a dozen negotiations currently in train, the update on the early stages of the Virgin Enterprise Agreement negotiations was the one discussed at length. Most Exec members found it interesting that the airline would on one hand participate in discussions with our union, and claim that they were genuinely seeking to resolve the differences through that forum and on the other hand, enforce their wish list directly on to the employees without consultation, agreement or consideration to the needs of their workforce. There is no doubt that the actions taken by Virgin would constitute a breach of the good faith bargaining provisions of the Fair Work Act but it does not suit us to escalate the discussions by seeking FWA intervention. We would rather fight our battles in our back yard (or tarmac as it may be).

Out of the changes that Virgin has imposed, some issues have already arisen. The one that affects members in Southern ports has been the move from 190 hours annual leave to 200. On the surface it appears like a win but after having read a number of "Updated Letter of Appointment" documents and discussed the content with members, there are no wins whatsoever in the changes implemented to date. Members in Southern ports had accrued all Annual Leave at a faster rate due to longer shifts and in return could take a full shift off and be deducted only 9.5 hours leave. It had all been pre-calculated to ensure that staff could take 5 weeks annual leave. Leave accrued under this system has now lost value because management has decided that to take this previously accrued time off, 11.4 hours will be deducted per day. ALAEA members have had their leave balances effectively reduced by 3 weeks in some cases.

To address the problem members need to either raise the matter with their local manager or fill out a pre-prepared form (attached) and fax a copy to the ALAEA. The dispute settlement procedure within the AWA's only allows for ALAEA intervention after the employee has attempted to resolve the issue with their manager. For those who have already taken this step a standard response has been given by the managers seeking further information from you. You should respond in the following manner.

The matter is in dispute as Virgin are now deducting 11.4 hours per day when I take annual leave when previously only 9.5 hours were deducted. I will consider the matter resolved should my annual leave balance as of 1 October 2009 be multiplied by 1.2.

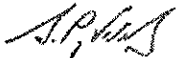
"To undertake supervise and certify for the safety of all who fly."

The multiplication factor is equivalent to dividing the balance by 9.5 and then multiplying by 11.4. Due to the various different versions of AWA circulating, fighting the matter may be a complicated process but the ALAEA will be seeing this one through to the end.

Another question recently posed by members related to the current AWA's having a clause that would prevent Protected Industrial Action even when the AWA had expired. Having seen a number of AWA's from our membership I have not seen any of the contracts contain a clause that would stop employees taking legally endorsed Protected Industrial Action once the nominal expiry date of the AWA had passed. It will be an option available to members in support of our claims sometime in the future should it be required.

The ALAEA now have union Reps in Sydney, Brisbane and Perth along with Councilor Mike Watson. A request was recently made seeking the release of the Reps for a three day union course in Melbourne to be paid by the ALAEA. Union training benefits both the Representatives and the Employer as trained union reps learn negotiation skills and are less likely to jump into unlawful bans and limitations. Virgin responded in kind explaining that they would be happy to allow the Reps to take annual leave for the training. Virgin now becomes the first airline/MRO in Australia to refuse release from duty for union Reps to be properly trained. Reps from Hawker Pacific, Qantas, Skywest and Forstaff will be attending at our expense (hotels, travel, meals, training) and on company time (if rostered on). I was extremely disappointed to read the rejection email from Virgin, even more so when I realised it had been written by former ALAEA Representative Sean O'Shea. The Reps have been advised to take leave and the amount will be refunded by the ALAEA.

Yesterday we wrote to Virgin requesting access to the various workplaces to provide some wage negotiation feedback meetings. Dates will not be set until Virgin have responded to our request but it is expected that meetings will commence in Melbourne from next week across the four shifts.



STEVE PURVINAS
Federal Secretary

To _____ (local manager),

I was recently advised that my annual leave balance was to be effectively reduced due to standardisation of procedures between Engineering ports.

I dispute the calculations used to determine my own annual leave entitlement and request that the appropriate person in charge or designated company Representative be made available so we can jointly consider the details of the dispute.

Should the joint consideration not take place in the coming 7 days or remain unresolved, the matter will be escalated to the Officer appointed by Virgin Tech to deal with Industrial matters for examination.

Should the matter remain unresolved within 7 days of it being escalated, I pre-nominate the ALAEA to act on my behalf for any further stage of dispute resolution.

Name _____

Signature _____

Staff Number _____

Date _____

Document faxed to ALAEA for records on (02) 9554 9644