

16th February 2010



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❖ NOTICE ❖

TO: ALAEA MEMBERS – FORSTAFF AVIATION

RE: INDUSTRIAL ISSUES

This notice is in response to current Industrial issues being;

1. **Salary Maintenance Short Paid** - Forstaff have recognised they made a mistake after representations from the ALAEA. Penalties deducted from the Australia day public holiday will be reimbursed as soon as practice. Other public holidays falling within the 26 week salary maintenance period will attract the salary maintenance component
 - 1.1 **Salary Maintenance for all employees** - The ALAEA wrote to the company on 21 January 2010 outlining our positions concerning Salary Maintenance for all employees (see attached letter 21st January 2010). Forstaff wants a 'blank cheque' in terms of an open ended commitment from the Association not to claim Salary Maintenance for employees employed after 8th march 2008 ever again. That is right – never again! The ALAEA opposes this. The Association was only prepared to provide a commitment for the life of EBA 5 – no more than that. We are attempting to assist 77 employees not receiving Salary Maintenance. Local intelligence strongly suggests that Qantas have approved the payment of Salary Maintenance and that Forstaff are "playing games" holding back the Salary Maintenance to ALL employees. Do you think this is fair?
2. **Shift Penalty Component of the DIL** - Forstaff arbitrarily deducted DIL without proper consultation of the workforce. The ALAEA disagrees with Forstaffs position and intends to pursue this matter.
3. **RDO Bank and calculation of same** – Forstaff have adopted an unusual system of deducting RDOs in a negative direction of hours - 6 hours, - 4 hours, - 2 hours etc, instead of the normal way of deducting 2 hours a week (or 0.4 hours per day), then on the 20th day paying members from that RDO Bank. The ALAEA believes the Forstaff method is incorrect and intends to challenge this issue.

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4. **Single Days Annual Leave** - The company has said in public notice SHIFT OPTIMISATION – FAQs 11 February 2010 that they are prepared to discuss this issue however, what they are not saying is that they want to open up EBA 5 mid-term and re-negotiate new provisions. The ALAEA response to this is as follows;
 - 4.1 The ALAEA vehemently opposes opening up EBA 5 mid-term to expose the membership to a “trade off mentality” that could lead to a reduction of conditions sought by the company.
 - 4.2 Forstaff want to use single days annual leave/shift arrangements as a bargaining chip to pay Salary Maintenance that we believe that Qantas has already approved.
 - 4.3 The ALAEA stands ready to represent the membership in a fair and equitable manner concerning this matter however, not by reducing wages or conditions.

Ask yourself one fundamental question concerning the company opening up EBA 5 for negotiations mid-term – Do you trust Forstaff?

It became apparent to me last year during the compulsory stand down abuses, the Dock Planner redundancies and now the above issues, that Forstaff continually choose the path of confrontation towards employees and their unions.



Brad Stewart
National Union Organiser

21 January 2010



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Dear Peter,

Re: SALARY MAINTENANCE – NEW SHIFT & ROSTER ARRANGMENTS

As part of negotiations with the ALAEA you requested a letter from the Association outlining no extra claims for salary maintenance, to secure same for employees employed after 8th March 2006.

Accordingly, the ALAEA commits to the following:

1. This letter cannot and does not reduce any wages or conditions in the **Jobs Australia (Aircraft Maintenance and Refurbishment) Avalon Site Agreement 5 (EBA 5)**.
2. The ALAEA commits to no extra claims for ALAEA members' relating to salary maintenance employed by Forstaff Aviation Services after 8th March 2006, pertaining to Schedule B – Clause A3 of EBA 5, for the nominal expiry date of the EBA.
3. For purposes of clarification, point 2 means the claim for salary maintenance for ALAEA members' not having access to same, is on a one off basis only, up to the nominal expiry date of the EBA.

I look forward to your response in writing to me by COB 28 January 2010.

Brad Stewart
National Union Organiser

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