DATE:	27 March 2019
TO:	Chambers of Vice President Catanzariti
COMPANY:	Fair Work Commission
EMAIL ADDRESS:	chambers.catanzariti.vp@fwc.gov.au amod@fwc.gov.au
FROM:	Jill Hignett j.hignett@hrlawyers.com.au
OF:	**HR LAW**
FILE NO:	409
RE:	**AM2018/14 - FOUR YEARLY REVIEW OF MODERN AWARDS - AIR PILOTS AWARD 2010 - SUBSTANTIVE ISSUES**

EMAIL TRANSMISSION

STRICTLY PRIVATE AND CONFIDENTIAL

Dear Chambers

We act for Alliance Airlines Pty Ltd.

Attached in accordance with Order 3 of the Directions issued on 18 December 2018 is our client's outline of submissions and the evidence on which it relies in response.

If we can be of any further assistance, please let us know.

Yours faithfully

Jill Hignett
Practice Group Leader
Accredited Specialist (Workplace Relations)
HR LAW

Practice Group Leader
Jill Hignett
BSc LLB
Acc. Spec. (Work. Rel.)

Consultant
Craig Cameron
BBus LLB (Hons)

Consultant
Amy Richardson
LLB GradDipLP

Senior Associate
Sarah Neideck
LLB BIntRel
GradDipLP

Ph: (07) 3211 3350
Fax: (07) 3211 3313

E: info@hrlawyers.com.au
W: www.hrlawyers.com.au

GPO Box 1572
Brisbane Queensland 4001

Suite 1, Level 14
344 Queen Street
Brisbane Queensland 4000

FAIR WORK COMMISSION

OUTLINE OF SUBMISSIONS AND EVIDENCE IN RESPONSE

4 YEARLY REVIEW OF MODERN AWARDS
AIR PILOTS AWARD 2010
SUBSTANTIVE ISSUES
(AM2018/14)

27 MARCH 2019

A. BACKGROUND

1. On 18 December 2018, Vice President Catanzariti issued Directions ("**Directions**") in this matter (AM2018/14).

2. Vice President Catanzariti directed any party who had filed a F46 Application pursuant to Order 1 of the Directions or in matter AM2016/2 to file and serve an outline of submissions and any evidence on which it relies in support of the Application/s by 4.00pm on Wednesday, 13 February 2019.

3. On 13 February 2019, HR Law on behalf of Alliance Airlines Pty Ltd ("**Alliance**") and the Australian Federation of Air Pilots ("**AFAP**") each filed and served an outline of submissions and any evidence on which they intend to rely in support of their Applications.

4. Between 13 February 2019 and 21 February 2019, the Regional Aviation Association of Australia ("**RAAA**") also filed and served its outline of submissions and evidence on which it intends to rely in support of its Application.

5. Vice President Catanzariti further directed any party wishing to respond to the material filed and served pursuant to Order 2 of the Directions (as outlined in points 2 and 3 above), to file and serve an outline of submissions and any evidence on which it relies in response by 4.00pm on Wednesday, 27 March 2019 (see Order 3 of the Directions).

6. Alliance response to the outline of submissions and evidence filed and served by the AFAP and RAAA is detailed below.

B. RESPONSE TO AFAP OUTLINE OF SUBMISSIONS

1. The AFAP's submissions are in support of the Schedule C Variation and the Training Variation it seeks.

2. Alliance is only concerned with the Training Variation sought by the AFAP (discussed at paragraphs 15 to 28 of the AFAP's submissions), therefore Alliance directs this response to those issues.

3. At paragraph 15, the AFAP states that it has:

   "*become aware that some employers are of the view that, if minimum qualifications are required by the Civil Aviation Authority, then they are not required by the employer for the purposes of clause 16.2 of the Air Pilots Awar*d*. Accordingly, it is argued that the employer is responsible for those qualifications".*

   Alliance repeats and relies on its submissions at paragraphs 9 to 18 of its outline of submissions in response to this statement. In the circumstances outlined by the AFAP, Alliance's submits that the ordinary general meaning of clause 16.2 is that if "minimum qualifications" are required by the employer and not a regulatory body or otherwise, then the employer would be responsible to pay for the costs of such training. If, however, the Civil Aviation Safety Authority ("**CASA**") or another regulatory body or otherwise requires minimum qualifications, then those minimum qualifications would not be considered to be "required by the employer". This is not limited to situations where minimum qualifications are required by CASA as the AFAP asserts, but also minimum qualifications required by other regulatory authorities and/or minimum

qualifications which a pilot may desire, that are not relevant, for example, to the duties or the aircraft which the employer requires the pilot to perform/fly.

4. Alliance seeks the addition of the words "and not a regulatory body or otherwise" to clauses 13.2 and clause 13.5 of the Exposure Draft of the *Air Pilots Award 2016* (clause 16 of the current *Air Pilots Award 2010*) to ensure the ordinary general meaning of the words of the clause are clear and to clarify any potential uncertainty regarding the liability of the employer for training required by a regulatory body or otherwise.

5. At paragraph 16, the AFAP asserts that "*the variation of clause 16.2 sought by the AFAP is required to ensure it operates as it is historically intended to do so*". Alliance submits that this assertion is incorrect. Alliance's position is detailed in its response below.

6. At paragraph 17, the AFAP refers to the Air Pilots Award as "*essentially, an amalgamation of 4 pre-modernisation awards*". Alliance notes that all of the awards referred to by the AFAP in paragraph 17 (a) to (d) contained provisions not dissimilar to "*where the employer requires*" and "*required to be undertaken by the prospective employer",* as contained in clause 13 of the Exposure Draft of the *Air Pilots Award 2016* (clause 16 of the current *Air Pilots Award 2010*), demonstrating a clear intention to distinguish between a requirement of the employer and a regulatory body or otherwise.

7. Whilst Alliance notes clause 20 of the *Aerial Agricultural Aviation Pilots Award 1999* [Print R8613] contained a provision that references CASA, i.e. that:

   "Should any training or flight tests be required by the pilot in order to obtain, renew, or maintain any licence or standard required by the ***employer or CASA****, the cost of such training or testing will be met by the employer."*

   This still supports Alliance's submissions that training required by the employer is separate and distinct from training required by CASA (or other regulatory bodies or otherwise). The absence of the word CASA in the other awards (including the clause 13.5 of the Exposure Draft of the Air Pilots Award 2016 (clause 16 of the current Air Pilots Award 2010) further supports the position that such requirements were not intended to be covered.

8. As to paragraphs 18 and 19 of the AFAP's submissions, it is noted that:

   (a) The AFAP states at paragraph 18 that "*clause 24 of the Pilots (General Aviation) Award 1984 made specific reference to qualifications required by CASA (or its predecessors) and required that the employer would be responsible for the costs of obtaining those qualifications."*

   (b) The AFAP further states at paragraph 19 that:

   "*During award simplification, clause 24 of the Pilots (General Aviation) Award 1984 was subject to redrafting. However, it was intended that the liability of the employer remained. Commissioner Wilks in the award simplification decision [Print Q8606] makes this clear. Accordingly, notwithstanding that the training clause was significantly amended, clause 19 of the Pilots' (General Aviation) Award 1998 retained the intention that that the employer would be responsible for the cost of qualifications required by CASA."*

Alliance submits that clause 24 of the *Pilots (General Aviation) Award 1984* prior to its redrafting in the award simplification decision [Print Q8606] (**attached** and marked as "**Annexure A**") did not make specific refence to qualifications required by CASA (or its predecessors).

Clause 24(b)(i) of the *Pilots (General Aviation) Award 1984* prior to its redrafting stated, *"where the employer requires a pilot to obtain any licence, rating, endorsement, initial instrument rating or type endorsement, subject to subclause (c) of this clause, the employer shall pay all costs associated with obtaining such rating or endorsement."*

Commissioner Wilks in the award simplification decision [Print Q8606] stated *"it will be amended and read as follows:*

19. Training – Classification

"19.1 where the employer requires a pilot to reach and maintain minimum qualifications for a particular aircraft type, all facilities and other costs associated with attaining and maintaining those qualifications will be the responsibility of the employer"…

Clause 24 and the amendments above, make no specific reference to qualifications required by CASA (or its predecessors). Furthermore, the qualifications referenced in the clauses are preceded by the words "*where the employer requires",* demonstrating a clear intention that the clause only apply to training required by the employer.

Alliance submits that the AFAP's assertion at paragraph 19 of its outline of submissions that clause 19 of the *Pilots (General Aviation) Award 1998* "*retained the intention that the employer would be responsible for the cost of the qualifications required by CASA"* is incorrect as, for the reasons Alliance outlines above and the absence of any reference to CASA, this was never the intention of the provisions. It is submitted that if this was the intention, then words similar to the *Aerial Agricultural Aviation Pilots Award 1999* would have been used.

9. Accordingly, on the basis outlined above, Alliance submits that the AFAP's interpretation of the intention of historical and current Awards is incorrect.

10. At paragraph 20, the AFAP state that:

"*During the award modernisation process, the Air Pilots Award was largely a product by way of consent by various stakeholders. The first draft of the Air Pilots Award was filed by Qantas on 18 March 2009. The training clause contained in that draft was expressly stated to be based on clause 19 of the Pilots' (General Aviation) Award 1998, and was in identical terms."*

11. At paragraph 21, the AFAP further state:

"*Qantas then filed a revised draft on 24 April 2009… This draft was the product of extensive consultation and was filed by agreement with various stakeholders… The revised draft retained the earlier clause and added 2 further clauses (one of which is derived from the Regional Airlines Pilots' Award 2003, the other excluding the training clause applying to aerial application operations)."*

12. As to paragraphs 20 to 21, it is noted that both drafts filed by Qantas on 18 March 2009 and 24 April 2009, respectively, refer to a requirement of the employer:

    (a) The draft dated 18 March 2009 at clause 27.1 states "***where the employer requires*** *a pilot to reach and maintain minimum qualifications for a particular aircraft type in accordance with this award, all facilities and other costs associated with attaining and maintaining those qualifications will be the responsibility of the employer*";

    (b) The draft dated 24 April 2009 at clause 31.2 states *"**where the employer requires** a pilot to reach and maintain minimum qualifications for a particular aircraft type in accordance with this award, all facilities and other costs associated with attaining and maintaining those qualifications will be the responsibility of the employer";* and

    (c) The draft dated 24 April 2009 at clause 31.5 states "*where employment commences under this award the pilot's service **required to be undertaken by the prospective employer**, prior to commencing employment, during a training period will be recognised and any training required to be conducted at the employee cost will be reimbursed to the pilot".*

13. At paragraph 22, the AFAP sates "*It is clear, then, from the history of clause 16.2 of the Air Pilots Award that the type of qualifications referred to in the clause include those qualifications which are required by CASA".*

14. Alliance submits that it cannot be seen from the history of clause 16.2 of the Air Pilots Award that the type of qualifications referred to in the clause include those qualifications which are required by CASA. The history shows a clear use of words identical or similar to the words "*where the **employer** requires*".

15. As stated previously in Alliance' outline of submissions a paragraph 14, these words would not be used and the clause would simply refer to training without the need for it to be "required" by the employer or prospective employer and all training (i.e. training required by the employer, for example, relating to the airline itself (but not required by CASA AND training required by other regulatory authorities, for example CASA, or otherwise, for example, training that the pilot desires) would be covered by clause 13, if that was the intention.

16. Clause 16.2 just references qualifications. It does not refer to initial or endorsement training. The intent of this clause is clear:

    (a) if training relating to reaching and maintaining qualifications is undertaken by a pilot; and

    (b) that training is required by the employer;

    then the employer is responsible for the facilities and costs associated with that training.

    If either (a) or (b) above are not satisfied, then clause 16.2 does not apply.

17. At paragraph 23, the AFAP refers to the intended operation of the pre-modernisation process clauses on which clause 16.2 was based, being "*also affirmed by a draft policy of the Office of the Employment Advocate for the purposes of applying the no-disadvantage test to Australian Workplace Agreements in response to concerns held*

by the AFAP". The AFAP asserts that the draft policy of the Office of the Employment Advocate "*clearly contemplates the minimum qualifications* ***required*** *by CASA*".

However, the draft policy states that:

"training to be provided to the employee is endorsement training that is formally recognised by the Civil Aviation Safety Authority Australia (CASA) and provided by:

A. A training provider of CASA; or

B. A registered training provider of CASA."

It does not specifically state that endorsement training is **required** by CASA, rather it simply says that endorsement training "*is formally recognised by CASA*".

18. Endorsement training in some circumstances (e.g. where "*employment has commenced*" and the employer requires a pilot to "*undertake additional training*" which is endorsement training) may not be considered to be a "requirement" of CASA. Although the endorsement training may be recognised by CASA as a "minimum qualification", there is still a distinction between the training for that minimum qualification being "recognised" by CASA and it being required by another party as additional training to reach and maintain a pilot's minimum qualifications.

19. This view is consistent with the amendments Alliance seeks to the Award and the interpretation of clause 16.2 of the *Air Pilots Award 2010* in *Jetgo Australia Holdings Pty Ltd v Goodsal*l [2015] FCCA 1378 set out by Judge Vasta (which Alliance refers to in its previous outline of submissions)[1]:

"Firstly, cl.16.2 only applies to persons who are already in the employ of the employer and must submit to further training; for an example, if they were to be the pilot for a different type of plane. The Respondent was not an employee of the Applicant until 1 May 2013 which post-dated the training".

20. Accordingly, Alliance disagrees with the AFAP's statement that the draft policy contemplates the "minimum qualifications" required by CASA, otherwise the word "required" by CASA would be used.

21. Alliance also notes that:

(a) The draft policy states that *"training is to be distinguished for the purposes of whether the employee undertakes the training on a voluntary or directed basis"* and *"a return of service obligation is applicable for employees who undertake voluntary training".* This latter statement goes against the history of a wide range of training bonds which have been implemented (both prior and since this draft policy was issued), which cover training which is not undertaken voluntarily, e.g. required by the employer (see Alliance's outline of submissions at paragraph E).

(b) The policy referred to is a "draft" and the AFAP have failed to address whether the draft policy was implemented in the form attached to its outline of submissions or not. Alliance assumes because the AFAP have only provided a draft version of the policy that the policy was never implemented or changed. Accordingly, any argument raised by the AFAP in relation to this draft policy can be given little weight.

[1] [162]

22. At paragraph 24, the AFAP refers to the decision of *McLennan v Surveillance Australia Pty Ltd [2005] FCAFC 46* ("**McLennan**") and states that it supports its position. The AFAP also state that "*the Full Court found that the Dash-8 endorsement bond operated as a common law agreement, which was contrary to the statutory agreement in place (the AWA) and was therefore unenforceable".*

23. At paragraph 25, the AFAP states that "*the relevant reasoning that the AFAP relies on is that the Full Court to arrive at this conclusion, found that the Dash-8 training was training of the type contemplated by clause 19.1 of the Pilots' (General Aviation) Award 1998…*" The AFAP asserts "*to make a finding that the Dash-8 common law agreement was detrimental to the Appellant when compared to the AWA, it was necessary for the Full Court to have determined that the Dash-8 training bond dealt with training caught by clause 19.1 of the Pilots' (General Aviation) Award 1998. Accordingly, the Full Court expressly found that the minimum qualifications required to fly the Dash-8, being qualifications required by CASA, were covered by clause 19.1"*

24. At paragraph 26, the AFAP also asserts that:

    "There is nothing that would indicate that during the award modernisation process that the drafting of clause 16.2 of the Air Pilots Award was intended to depart from the established meaning of clause 19.1 of the Pilots' (General Aviation) Award 1998, as interpreted by the Full Federal Court in McLennan's Case."

25. As to paragraphs 24 to 26, Alliance submits that the argument the AFAP raises regarding the case of **McLennan** is incorrect.

26. In summary, the relevant facts of McLennan are as follows:

    (a) the appellant commenced employment with the respondent as a pilot of a Britain Norman Islander aircraft operating from Horne Island;

    (b) the appellant and the respondent entered into an AWA called the Pilots and Observers Australian Workplace Agreement ("**AWA**").

    (c) the respondent called for expressions of interest from its employees in being promoted to the position of First Officer on a DHC-8 ("**Dash 8**").

    (d) the appellant expressed her interest in the position but did not then have the necessary qualifications to operate a Dash 8 aircraft.

    (e) the Appellant received a note informing her that she had the position; and

    (f) the Appellant accepted the position and thereafter entered into a bond agreement.

27. The AFAP cannot make the assertion that "*the Full Court expressly found that the minimum qualifications required to fly the Dash-8, being qualifications required by CASA, were covered by clause 19.1"* as:

    (a) the Dash-8 training was not found to be "*required by CASA*";

    (b) no reference was made in the decision to "*minimum qualifications required to fly the Dash-8, being qualifications required by CASA";* and

(c) there was no reference made to CASA in relation to the coverage of clause 19.1 or at all.

28. The Dash-8 training required to be undertaken was additional training required by the respondent to be undertaken by the appellant (who was already employed at the time) to enable the appellant to fly a particular aircraft type (i.e. Dash 8), other than the aircraft type for which the appellant was employed (i.e. Britain Norman Islander aircraft)

29. For this reason, Alliance submits that the dash-8 training was covered by clause 19.1.

30. Alliance further notes that:

(a) The primary consideration in McLennan was whether the AWA was inconsistent with the bond agreement.

(b) It was found that the bond agreement entered into varied the AWA and therefore:

Black CJ and Moore J decided *"[55] … to create the rights and obligations found in the bond agreement, it would have been necessary for the appellant and respondent to make a variation agreement and have it endorsed by the Employment Advocate. The failure of the parties to do so had the result that the bond agreement was unenforceable."*

Lander J further held*, "[95] In this case, in my opinion, for the reasons stated by Black CJ and Moore J, the bond agreement was a variation agreement and therefore an ancillary document and needed to be approved by the Employment Advocate. No steps were taken in that regard so that, in my opinion, the bond agreement did not operate to vary the AWA which otherwise governed the employment relationship between the appellant and the respondent. [96] In those circumstances, the bond agreement was unenforceable by the employer."*

31. The above statements, support the addition of the new subclause 13.6 Alliance seeks, which states:

"Nothing in this clause 13 prevents the pilot and employer entering into an individual return of service or training bond."

32. Specifically, Alliance notes that McLennan does not stand for the proposition that such a bond agreement cannot exist. The Court simply found that if a bond agreement has the effect of varying an AWA, it needs to be approved in accordance with the *Workplace Relations Act 1996* (Cth).

33. Alliance only seeks the addition of the words above to ensure that it is clear that an individual return of service or training bond "may" be entered into. The words do not assert that return of service or bond agreements can be made in all circumstances. Such a return of service or training bond can still be subject to approval on a case by case basis, by the Fair Work Commission as has been and continues to be, normal practice in the industry.

34. Alliance otherwise repeats and relies on its submissions at D.3 of its outline of submissions in this regard.

35. At paragraph 27, the AFAP states that *"if clause 16.2 did not apply to minimum qualifications required by CASA, it is unclear what other minimum qualifications it could be referring to. Clause 16.2 would have little or no work to do".*

36. Alliance submits (as previously stated) that it refers to instances where employment has commenced and the employer (and not a regulatory body or otherwise) requires a pilot to undertake additional training to reach and maintain minimum qualifications.

37. **Example 1**

A Fokker 100 ("**F100**") pilot is employed by an Airline. The pilot has the licence required by CASA to operate the F100 aircraft. Accordingly, CASA would not require further training of the pilot to operate the aircraft type. However, the employing airline desires the pilot to undertake training beyond that which is required by CASA. This further required employer training would be considered to be a requirement of the employer and therefore fall within clause 13.2 of the Exposure Draft of the Air Pilots Award 2016 (clause 16.2 of the current Air Pilots Award 2010).

38. **Example 2**

During employment, training above and beyond the training required by CASA may be required by the employer.

For example, to obtain currency of a pilot licence, CASA requires three (3) simulator tests. However, it is the requirement of the employer to undertake six (6) simulator tests. The additional three (3) simulator tests are a requirement of the employing entity and therefore it falls within clause 13.2 of the Exposure Draft of the Air Pilots Award 2016 (clause 16.2 of the current Air Pilots Award 2010).

39. As stated in Alliance's previous outline of submissions at paragraphs 7 and 8 and at paragraph 14 above, the addition of the words Alliance proposes to clause 13.2 are consistent with the interpretation of clause 16.2 of the *Air Pilots Award* 2010 in Jetgo *Australia Holdings Pty Ltd v Goodsall* [2015] FCCA 1378 where Judge Vasta stated at [162] that:

"Firstly, cl.16.2 only applies to persons who are already in the employ of the employer and must submit to further training; for an example, if they were to be the pilot for a different type of plane. The Respondent was not an employee of the Applicant until 1 May 2013 which post-dated the training".

40. On the basis listed above, Alliance disagrees with the outline of submissions made by the AFAP and submit that the variation it seeks does not clarify the true intention of clause 16.2.

C. RESPONSE TO STATEMENT OF SIMON JON LUTTON

41. Alliance addresses the statements made by Mr Lutton regarding training below.

42. At paragraph 18, Mr Lutton asserts that *"the AFAP has always been of the view that training costs required to operate an aircraft are always the responsibility of the employer and that if an employer wishes to bond an employee, then it can do so by way of an enterprise agreement with the appropriate trade offs being made."*

43. Alliance submits that the AFAP's view as expressed by Mr Lutton at paragraph 18, is incorrect.

44. The training costs required to operate an aircraft are **not** always the responsibility of the employer. For example, if a pilot desires to undertake training to fly an aircraft which

the employer does not require the pilot to fly, the costs associated with that training would not be the responsibility of the employer.

45. Alliance also notes that if an employer wishes to bond an employee, then it can do so by way of an enterprise agreement and/or entering into a separate training bond agreement (see **Annexure A** of Alliance's previous Outline of Submissions which sets out enterprise agreements which contain training bonds and the Statement of Matthew Tsai submitted by the RAAA which contains same).

46. Mr Lutton states at paragraph 20 "*in my experience of negotiating enterprise agreements, bonding is always in relation to the training to receive the qualifications required by the Civil Aviation Safety Authority*", Alliance notes that:

    (a) bonding between pilots and employers can be entered into for many and varied reasons; and

    (b) bonds have existed for all types of training including prior to, upon and during employment.

47. At paragraph 21, Mr Lutton states that *"in 2005, the AFAP was involved in discussions with the Office of the Employment Advocate ("EOA") regarding concerns of the AFAP about Australian Workplace Agreements ("AWAs") that contained bonding agreements…"*

48. At paragraph 22, Mr Lutton further states that, *"following on from these discussions, the EOA created a draft policy that it proposed to follow when assessing the value of a training bond when applying the no-disadvantage test. That policy clearly contemplated bonding arrangements arising from minimum qualifications required by the Civil Aviation Safety Authority".*

49. As to paragraphs 21 and 22 of Mr Lutton's statement, Alliance repeats and relies on its submissions at paragraphs 12 to 16 above.

50. At paragraph 23, Mr Lutton states that "*if minimum qualifications required by the Civil Aviation Safety Authority were not covered by clause 16.2 of the Award, then I am unclear to what sort of minimum qualifications that clause refers to*"

51. As to paragraph 23, Alliance repeats and relies on its submissions at paragraphs 27 to 29 above.

D. RESPONSE TO RAAA OUTLINE OF SUBMISSIONS AND STATEMENTS

52. Alliance supports the views of the witness statements relied upon by the RAAA as representative of the status quo in the aviation industry.

E. CONCLUSION

53. For the reasons set out herein and in Alliance's previous outline of submissions, Alliance disagrees with the position taken by the AFAP and the variation it seeks and maintain Alliance's submissions (which are in the same terms as that sought by the RAAA) that clause 13 of the Exposure Draft of the *Air Pilots Award 2016* should be amended as follows:

    "*13. Training—classifications*

13.1 This clause does not apply to employees engaged in aerial application operations.

13.2 Where employment has commenced and the employer and not a regulatory body or otherwise requires a pilot to undertake additional training to reach and maintain minimum qualifications for a particular aircraft type in accordance with this award, other than the aircraft type for which the pilot was employed, all facilities and other costs associated with attaining and maintaining those qualifications will be the responsibility of the employer.

13.3 Where a pilot fails to reach or maintain a standard required the pilot will receive further re-training and a subsequent check. The pilot may elect to have a different check captain on the second occasion.

13.4 Where a pilot fails the second check in clause 13.3, the pilot may, where practicable, be reclassified to the previous or a mutually agreed equivalent position.

13.5 Where employment commences under this award, the pilot's service required to be undertaken by the prospective employer, and not a regulatory body or otherwise, prior to commencing employment, during a training period will be recognised and any training required to be conducted, by the prospective employer and not a regulatory body or otherwise, at the pilot's cost will be reimbursed to the pilot.

13.6 Nothing in this clause 13 prevents the pilot and employer entering into an individual return of service or training bond."

If you have any questions in relation to these submissions, please contact Jill Hignett at j.hignett@hrlawyers.com.au.

Jill Hignett
Practice Group Leader
Accredited Specialist (Workplace Relations)
HR LAW

On behalf of Alliance Airlines Pty Ltd