

Our ref: KZS\OLMC\06 3004 8588

26 February 2019

FAIR WORK COMMISSION

AM2018/15 - AIRLINE OPERATIONS – GROUND STAFF AWARD 2010

Submissions on behalf of the Qantas Group

INTRODUCTION

1. These submissions are prepared on behalf of the entities within the Qantas Group, in respect of the substantive variations sought by the Transport Workers' Union of Australia (**TWU**), the Australian Manufacturing Workers' Union (**AMWU**), the Australian Workers' Union (**AWU**) and the Australian Licensed Aircraft Engineers Association (**ALAEA**) (collectively the **Unions**) to the *Airline Operations - Ground Staff Award 2010* (**Ground Staff Award**).
2. The matters which are the subject of the variation now sought by the Unions have their genesis in what was known as 'Item 48' in the list of drafting issues. Item 48 originally concerned the overtime rates payable to shiftworkers working Sundays.
3. The claims have now expanded to include a claim that overtime rates payable for all shiftworkers in respect of all shifts, should be double time.
4. For the reasons explained below:
 - (a) the Qantas Group opposes the claim that overtime for all shiftworkers should be paid at double time; and
 - (b) the Qantas Group agrees with the claim that overtime for shiftworkers on Sundays should be paid at double time.

PROPOSED VARIATIONS

Clause 32.1(a) – Payment for working overtime

5. Both the TWU and the AWU seek a substantive variation to clause 32.1(a) of the Ground Staff Award. The AMWU and the ALAEA support the variation sought by the TWU.

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6. Clause 32.1 of the Ground Staff Award currently provides for payment for working overtime as follows:

32.1 Payment for working overtime

- (a) All work done outside ordinary hours on any day or shift (except where the time is worked by arrangement between the employees themselves) must be paid at time and a half for the first two hours and double time thereafter until the completion of the overtime work. For a continuous shiftworker the rate for working overtime is double time.
- (b) For the purposes of this clause, ordinary hours means the hours worked in an enterprise, fixed in accordance with clause 28.2(c).
- (c) The hourly rate, when computing overtime, is determined by dividing the appropriate weekly rate by 38, even in cases when an employee works more than 38 ordinary hours in a week.
- (d) In computing overtime each day's work stands alone.

7. The effect of clause 32.1(a) is that there is a difference between the overtime rate payable to continuous shiftworkers (double time) and day workers and non-continuous shiftworkers (time and a half for the first two hours and double time thereafter).

8. The TWU seeks to replace clause 32.1 with the following:

32.1 Payment for working overtime

- (a) Day work – All work done outside ordinary hours (except where the time is worked by arrangement between the employees themselves) must be paid at time and a half for the first two hours and double time thereafter until the completion of the overtime work. ~~For a continuous shiftworker, the rate of working overtime is double time.~~
- (b) Shift work – All time worked in excess of or outside ordinary hours or on a shift other than a rostered shift must be paid double time.
- (c) For the purposes of this clause, ordinary hours means the hours worked in an enterprise, fixed in accordance with clauses 28.2(e) for a dayworker and 28.3 and 30.2 for a shiftworker.
- (d) The hourly rate, when computing overtime, is determined by dividing the appropriate weekly rate by 38, even in cases when an employee works more than 38 ordinary hours in a week.
- (e) In computing overtime each day's work stands alone.

9. The AWU seeks to amend clause 32.1 as follows:

- (a) All work done outside ordinary hours on any day or shift (except where the time is worked by arrangement between the employees themselves) must be paid at time and a half for the first two hours and double time thereafter until the completion of the overtime work. For a ~~continuous~~ shiftworker, the rate of working overtime is double time.
- (b) For the purposes of this clause, ordinary hours for a day worker means the hours worked in an enterprise, fixed in accordance with clause 28.2(c). For a shiftworker, ordinary hours means hours worked in accordance with clause 28.3(b) and clause 30.2(a).
- (c) The hourly rate, when computing overtime, is determined by dividing the appropriate weekly rate by 38, even in cases when an employee works more than 38 ordinary hours ~~per~~ in a week.
- (d) In computing overtime each day's work stands alone.

Clause 30.7 – Shift penalty rates – Weekends and public holidays

10. The alternative amendment proposed by the AMWU seeks to address the rates payable to shiftworkers working overtime on Sunday.

11. Clause 30.7 provides for shift penalty rates for weekends and public holidays as follows:

30.7 Shift penalty rates—weekends and public holidays

- (a) Shiftworkers must be paid the following penalty rates for work on weekends and public holidays:

Shift type	Penalty rate
Saturday	Time and a half
Sunday	Double time
Public holidays (except Christmas Day and Good Friday)	Double time
Christmas Day and Good Friday	Double time and a half

12. The AMWU supports the amendment to clause 32.1 sought by the TWU, but in the alternative, has proposed inserting a new clause 30.8 as follows:

- 30.8 The rate at which a shiftworker must be paid for all time worked on Sundays and public holidays is double time and on Christmas Day and Good Friday is double time and a half.

QANTAS GROUP'S POSITION

13. Contrary to the Unions' submissions, the Qantas Group disagrees with the assertion that the differentiation in overtime rates payable to dayworkers and shiftworkers, as opposed to continuous shiftworkers, was an accident, or a mistake. Instead, this was a product of the outcome of the Part 10A award modernisation process before the Australian Industrial Relations Commission (**AIRC**) (as it then was). The background is described further below.

BACKGROUND – AWARD MODERNISATION

14. The statement of Therese Walton dated 29 January 2019, filed on behalf of the TWU in this matter, sets out the background to the development of the Ground Staff Award. For convenience we have set out the key decisions and positions advanced by the stakeholders during the Part 10A proceedings below. Given the various submissions and documents are publicly available, we have not attached them to these submissions. We will however arrange for an Exhibit Book to be prepared and available prior to the substantive hearing.
15. On 30 January 2009, the AIRC issued Statement [2009] AIRCFB 100 (**Statement**). In the Statement, the AIRC listed the following pre-reform awards (non-enterprise) as potentially relevant to the Airline Operations industry:
- (a) *Aircraft Engineers (General Aviation) Award 1999*;
 - (b) *Airline Operations - Clerical and Administrative Award 1999*;
 - (c) *Airline Operations (Domestic Airlines) Award 2000*;
 - (d) *Airline Operations (Transport Workers') Award 1998* (**Transport Workers' Award**); and
 - (e) *Overseas Airlines (Interim) Award 1999*.
16. In addition, the AIRC listed 48 pre-reform enterprise awards as potentially relevant to the Airline Operations industry.
17. The Qantas Group filed submissions regarding the Airline Operations Industry on 6 March 2009. Attachment A to the submissions was a draft *Airline Operations and General Aviation Industry – Ground Operations – Award 2010* filed jointly by the Qantas Group and the Australian Industry Group (**Ai Group**).
18. The Qantas Group draft award was based primarily on the Transport Workers' Award. However, regard was also had to each of the other industry awards and Notional

Agreements Preserving State Awards (**NAPSAs**) (as outlined in section 4.7 of the submissions) where relevant.¹

19. Qantas Group's draft award included the following payment for overtime clause:

25.2 Payment for working overtime

- (a) Day work - All work done outside ordinary hours must be paid for at the rate of time and a half for the first two hours and double time thereafter.
- (b) Shift work - All time worked in excess of or outside ordinary hours or on a shift other than a rostered shift must be paid for at the rate of double time unless the time is worked by arrangement between the employees themselves.
- (c) Except as provided in clause 25.3 and 25.4, in computing overtime, each day's work stands alone.

20. The draft clause 25.2 reflected the overtime payment rates in the Transport Workers' Award.
21. The Ai Group filed separate submissions on 6 March 2009 dealing with a number of industries. Attached to those submissions was a copy of the same draft award filed by the Qantas Group.
22. The AWU filed submissions on 18 March 2009. In those submissions, the AWU opposed the joint Qantas/Ai Group draft award on the basis of a number of claimed inconsistencies between that draft award and the pre-reform (non-enterprise) awards. This included clauses dealing with ordinary hours of work (span of hours), shift loadings, number of shifts per day, tea breaks, rest breaks, day off for an RDO on public holidays, other allowances and annual leave for seven day shift workers.
23. The Ai Group filed further submissions on 18 March 2009 setting out a proposed classification structure.
24. The ACTU filed submissions and a draft award on 18 March 2009. The scope of the draft award was not limited to airline operations. The draft award was intended to cover the whole of the aviation industry except for flight attendants, pilots, professional engineers, professional scientists, and employees covered by modern awards dealing with contract cleaning and security. The ACTU's submissions in support of the draft award were brief and did not explain the source or rationale of any of the draft clauses.

¹ Qantas submissions dated 6 March 2009, p. 9, section 5.4.

25. The ACTU's draft award included the following payment for overtime clause:

38.1 Payment for working overtime

(a) All work done outside ordinary hours on any day or shift must be paid at time and a half for the first two hours and double time thereafter until the completion of the overtime work. For a continuous shift worker the rate for working overtime is double time.

26. The AIRC held public pre-drafting consultations on 18 and 19 March 2009. Submissions during those consultations did not deal with overtime payment rates; they focussed on other matters such as classification structures, shift penalties, allowances, and span of hours.

27. The Australian Services Union (**ASU**) filed further written submissions on 1 April 2009, dealing with the incidence of over-award payments in the Airline Operations Industry.

28. The TWU filed further submissions also on 1 April 2009, dealing with redundancy provisions, allowances, mandatory RDOs, and catering.

29. The ACTU filed further submissions on 1 April 2009 and attached a second draft award. The ACTU's second draft award included the following payment for overtime clause:

36.1 Payment for working overtime

(a) All work done outside ordinary hours on any day or shift must be paid at time and a half for the first two hours and double time thereafter until the completion of the overtime work. All time worked in excess of or outside the ordinary working hours, or on a shift other than a rostered shift, will be paid at the rate of double time.

30. The ACTU provided drafting notes at Attachment B to its submissions. The drafting notes for the overtime payment clause (incorrectly marked clause 37.1 rather than 36.1) read:

(a) This is the industry standard for day workers. The standard provision covering shift workers has also been added to the draft.

31. The ACTU provided a comparison of its draft terms against the Qantas Group and Ai Group draft at Attachment C to its submissions. In relation to overtime, the comparison said:

QF/AiG	ACTU/combined unions
Day work < 2 hrs x 1.5	Day work < 2 hrs x 1.5 > 2 hrs x 2

> 2 hrs x 2 Shift work: x 2	Shift work: x 2
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32. The Qantas Group and Ai Group also filed further submissions and another draft award on 1 April 2009. The draft award included the following clause and drafting note for overtime payment rates:

26.2 Payment for working overtime

Drafting note:

- ACTU clause 38.1, except:
- Insertion of words "except where the time is worked by arrangement between the employees themselves" in Qantas Group / Ai Group clause 0
- Remedied drafting error in ACTU clause 38.1(b) and cross-reference in Qantas Group clause 26.2(b) to clause 22.2(c)
- Deletion of ACTU clause 38.1(e)

(a) All work done outside ordinary hours on any day or shift (except where the time is worked by arrangement between the employees themselves) must be paid at time and a half for the first two hours and double time thereafter until the completion of the overtime work. For a continuous shift worker the rate for working overtime is double time.

33. Attachment 1 to the submissions included a comparison against the ACTU's draft award filed on 18 March 2009 and included the following comments in relation to the payment for overtime clause:

Agree to ACTU clause except:

- Include words in clause 38.1(a) making it clear that overtime not payable where time is worked by arrangement between employees themselves
- Note drafting error in clause 38.1(b)
- Delete 38.1(e) as no separate provisions elsewhere in the award dealing with relief shiftworkers

34. The Qantas Group filed further submissions in reply to the various unions' submissions on 9 April 2009.

35. The AIRC published an exposure draft of the *Airline Operations – Ground Staff Award 2010 (Exposure Draft)* on 22 May 2009. The Exposure Draft provided the following for overtime payment rates:

30.1 Payment for working overtime

(a) All work done outside ordinary hours on any day or shift (except where the time is worked by arrangement between the employees themselves) must be paid at time and a half for the first two hours and double time thereafter until the completion of the overtime work. For a continuous shiftworker the rate for working overtime is double time.

36. The above clause reflected the clause included in the ACTU's draft award dated 18 March 2009 and agreed to by the Qantas Group and Ai Group in their draft award dated 1 April 2009.
37. The Qantas Group filed submissions on 12 June 2009 and attached a copy of the Exposure Draft with proposed changes marked-up. There were no proposed changes to the payment for overtime clause.
38. The ASU also filed submissions on 12 June 2009 dealing primarily with the proposed classification structure. Attachment A to the submissions was a copy of the Exposure Draft with Ai Group's proposed amendments in mark up. No amendments to the payment for overtime clause were proposed.
39. The AMWU filed submissions on the Exposure Draft on 12 June 2009. The TWU filed its submissions on the Exposure Draft on 23 June 2009. These submissions do not make any comment on the overtime clause.
40. The AIRC held a public consultation on 3 July 2009. Submissions by the various parties during those consultations did not deal with overtime payment rates.
41. The ASU filed further submissions on the Exposure Draft on 8 July 2009. Those submissions dealt with allowances.
42. The Qantas Group filed further submissions on 13 July 2009. In relation to the Exposure Draft, those submissions dealt primarily with coverage and the classification structure.
43. The AMWU filed submissions on 16 July 2009, dealing primarily with coverage and the classification structure.
44. The Ai Group filed submissions on 13 August 2009, dealing primarily with the classification structure.

45. The ASU filed submissions in response to the Ai Group's submissions on 21 August 2009.
46. The Ground Staff Award was made on 4 September 2009. An amended version incorporating residual variations was published on 26 March 2010.
47. The Ground Staff Award as made included the following relation to payment for overtime clause:

31.1 Payment for working overtime

(a) All work done outside ordinary hours on any day or shift (except where the time is worked by arrangement between the employees themselves) must be paid at time and a half for the first two hours and double time thereafter until the completion of the overtime work. For a continuous shiftworker the rate for working overtime is double time.

48. This clause has remained in its same terms since the Ground Staff Award was first made.

SIGNIFICANCE OF BACKGROUND

49. As is apparent from the preceding summary of the procedural history, the various stakeholders subjected the draft awards to close scrutiny during the Part 10A award modernisation process, and had numerous opportunities to make written and oral submissions on the proposed draft awards and the Exposure Draft. The overtime clause was the subject of specific consideration in early draft awards, as the stakeholders formulated their position for a draft award.
50. In 2012 the Fair Work Commission (**FWC**) undertook a two yearly review of modern awards. There was an ability, at that time, to apply to the FWC to vary the Ground Staff Award under Sch. 5, Item 6 of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009*. The Unions did not seek to vary the overtime clause at this stage, despite now claiming it to be an error.
51. The Unions' submissions that the current form of clause 32.1(a) was an error in the award modernisation process fails to have regard to the level of rigour involved in the award modernisation process, as reflected in the following presumption outlined by the FWC:

[24] In conducting the Review the Commission will also have regard to the historical context applicable to each modern award. Awards made as a result of the award modernisation process conducted by the former Australian Industrial Relations Commission (the AIRC) under Part 10A of the *Workplace Relations Act 1996* (Cth) were deemed to be modern awards for the purposes of the FW Act (see Item 4 of Schedule 5 of the Transitional Act). Implicit in this is a legislative acceptance that at the time they were made the modern awards now being reviewed were consistent with the modern awards objective. The considerations specified in

the legislative test applied by the AIRC in the Part 10A process is, in a number of important respects, identical or similar to the modern awards objective in s.134 of the FW Act. 14 In the Review the Commission will proceed on the basis that prima facie the modern award being reviewed achieved the modern awards objective at the time that it was made.²

52. Clause 32.1(a) has not been amended since the Ground Staff Award was made. Accordingly, the presumption is that the Ground Staff Award, made as a result of the award modernisation process conducted by the AIRC, was achieving its modern awards objective at the time it was made and continues to achieve those objectives. The Unions' submissions have not displaced that presumption.

AWARD MODERNISATION WAS TO "STRIKE A BALANCE"

53. The award modernisation process involved incorporating the identified primary pre-reform (non-enterprise) awards, as well as having regard to numerous other pre-reform (enterprise) awards and NAPSAs into a single instrument, which was ultimately expressed to cover employers in the airline operations industry, in respect of employees engaged in the classifications.
54. The AIRC was tasked with creating a comprehensive set of modern awards that, among other things, provide a fair minimum safety net of enforceable terms and conditions of employment and which were economically sustainable and promote flexible work practices and the efficient and productive performance of work.³ The AIRC was to have regard to various considerations set out in the request by the then Minister for Employment and Workplace Relations.⁴
55. This included that the creation of modern awards was not intended to disadvantage employees.⁵ There were many submissions during the award modernisation process on whether this meant that no employee could have an existing entitlement reduced as a result of a modern award.⁶
56. The AIRC Full Bench acknowledged and clarified this aspect of the Minister's request in the following paragraphs from its decision on the Stage 2 industries, and repeated in its decision on the Stage 3 industries:

² *Four yearly review of modern awards* [2014] FWCFB 1788, [24].

³ Request from Minister of Employment and Workplace Relations under section 576C of the *Workplace Relations Act 1996* as varied (**Minister's Request**), p. 1, [1].

⁴ Minister's Request, p. 1-2, [2].

⁵ Minister's Request, p. 1-2, [2](c).

⁶ See eg PN648 of Transcript of public consultations on 20 March 2009; submissions filed by the ACTU on 1 April 2009, pp3-16.

[4] The consolidated request also provides that the process is not intended to disadvantage employees or increase costs for employers – objectives which are potentially competing. The content of the awards we have formulated is a combination of existing terms and conditions in relevant awards and existing community standards. In order to minimise disadvantage to employees and increases in costs for employers we have generally adopted terms and conditions which have wide application in the existing awards in the relevant industry or occupation. However the introduction of modern awards applying across the private sector in place of the variety of different provisions in the Federal and State awards inevitably means that some conditions will change in some States. Some wages and conditions will increase as a result of moving to the terms which apply elsewhere in the industry. Equally some existing award entitlements will not be reflected in the applicable modern award because they do not currently have general application.

[5] Various parties have pointed to the impact of modern award provisions. The parties largely addressed this matter on the basis of a comparison between existing and proposed award obligations rather than the impact of the modern award on actual terms and conditions. Even so, it is clear that some award conditions will increase, leading to cost increases, and others will decrease, leading to potential disadvantage for employees, depending upon the current award coverage. The creation of modern awards which will constitute the award elements of the safety net necessarily involves striking a balance as to appropriate safety net terms and conditions in light of diverse award arrangements that currently apply. It is in that context that the formulation of appropriate transitional provisions arises."⁷

57. The modern award was never intended to simply be a collation of the most beneficial terms from the primary pre-reform (non-enterprise) awards.
58. This is apparent from a number of clauses in the current Ground Staff Award, including but not necessarily limited to, the minimum shift periods for casuals and the span of hours provisions, where the stakeholders advanced significantly different positions.

Minimum shift periods for casuals

59. The Qantas Group and Ai Group proposed a minimum shift period of 4 hours and the ACTU proposed a period of 7.6 hours.
60. In the public consultations on 20 March 2009, the TWU said the following in relation to the Qantas Group and Ai Group approach:

... The second category is where the employers' draft - well, at least the submissions say that they've tried find a middle ground between different sets of provisions, and we say that in virtually all the instances that they have listed they haven't done a very good job of finding

⁷ *Award modernisation - Stage 2 modern awards*, 2 September 2009, [2009] AIRCFB 800, cited in *Award modernisation - Stage 3 modern awards*, 4 September 2009 [2009] AIRCFB 826.

the middle ground. So I would put as one example the proposed length of the minimum shift for casual employees. There are two provisions in the awards, according to Qantas's submissions. There's the Transport Workers Award which says the minimum shift length is 7.6 hours, and there's the Domestic Airlines Award which says the minimum shift length is three hours. In finding the middle ground between those two provisions, Qantas has suggested four hours, and we bear in mind that the submission says the Transport Workers Award has the most extensive coverage in this industry, and that the Domestic Airlines Award applies only to two catering companies, which is Alpha and Gate Gourmet.⁸

61. The Ground Staff Award ultimately provided for a minimum shift of 4 hours.

Span of hours

62. A second example is the span of hours provision.

63. The Qantas Group and Ai Group initially proposed a span of hours of 7am to 6pm.⁹

64. The ACTU also proposed a span of hours of 7am to 6pm (though there was also a reference to 5.30pm later in the same clause).¹⁰

65. The underlying industry awards at the time provided for the following span of hours:

- (a) *Airline Operations (Transport Workers') Award 1999* - 7am to 5:30pm (clause 27.1), but day shift is defined to mean "a shift which commences at or after 7.00 a.m. and finishes at or before 6 p.m." (clause 27.4.1);
- (b) *Overseas Airlines Award* - 7am to 6pm (clause 19.2.1(a));
- (c) *Airline Operations (Clerical and Administrative Employees) Award 1999* - 7:30am to 6:30pm (clause 24.2.2); and
- (d) *Domestic Airlines Award* - 7am to 5:30pm (clause 28.2.1), but day shift is defined to mean "a shift which commences at or after 7.00 a.m. and finishes at or before 6.00 p.m." (clause 4.5).¹¹

66. The Ground Staff Award ultimately provided for a span of 7am to 6pm.

⁸ See PN648 of Transcript of public consultations on 20 March 2009.

⁹ Draft award filed by Qantas Group and Ai Group on 6 March 2009, pp. 17 – 20.

¹⁰ Draft award filed by ACTU on 18 March 2009, p. 58, cl 35.2(c).

¹¹ Qantas Group submissions dated 9 April 2009, section 4.1.

67. The Ground Staff Award was not intended to provide the best of the best entitlements existing at the time it was made. The terms ultimately included in the Ground Staff Award, particularly those agreed between the parties, represented a package of terms.
68. That the pre-reform (non-enterprise) awards provided more generous overtime rates to a particular class of employees is not a sufficient reason to amend the award 10 years later.

POTENTIAL IMPACT

69. The TWU submits that the variation to clause 32.1 will have minimal impact on business, with most employers covered by the Ground Staff Award having enterprise agreements that reflect the overtime provisions in the Transport Workers Award.¹² The Qantas Group disagrees with this submission.
70. As a general proposition, the enterprise agreements which cover employees within the Qantas Group provide for double time overtime for shiftworkers. However, this is subject to the following important exceptions:
- (a) The *Jetstar Airways Engineering & Maintenance Enterprise Agreement 2013* includes the following in relation to payment for overtime:
- 24.4.4 Overtime hours for Current Employees will attract a loading of 50% for the first two (2) hours and 100% thereafter on the base hourly rate of pay (i.e. base salary/52/38).
- 24.4.5 Overtime for Employees who commence employment under this Agreement after its approval will attract a loading of 50% for all hours on the base plus penalties hourly rate of pay (i.e. base salary plus penalties amount/52/38).
- (b) Part-time employees may have their rostered shifts extended at single time, up to 7.6 hours per day. Some enterprise agreements include a cap on the number of hours which can be extended at single time.
71. **Attachment A** to these submissions is a table which summarises the overtime provisions across a range of enterprise agreements which apply within the Qantas Group. The left hand side includes the overtime provision, and the right hand side identified the provision which applies to part-time employees.
72. If the proposed variation was made, this would have a substantial impact on the application of the better off overall test in respect of employees covered by the *Jetstar*

¹² TWU submissions dated 29 January 2019, [46].

Airways Engineering & Maintenance Enterprise Agreement 2013, as well as part-time employees.

73. In the case of part-time employees, the value of each extension hour would be compared against 200% from the first hour and following, as opposed to 150% for the first two hours, and 200% thereafter. Some employers within the Qantas Group have been required to provide undertakings placing a cap on the number of part-time extension hours able to be worked under existing arrangements.

DISTINCTION BETWEEN CONTINUOUS AND NON-CONTINUOUS SHIFTWORKERS

74. The TWU submits that shiftworkers performing continuous and non-continuous shiftwork are subject to the same disabilities – such as fatigue, restriction of family, social and other activities – regardless of whether their roster pattern is over 24 hours or less than 24 hours, and relies on this in support of why the overtime rates payable should be the same.¹³
75. There is however a discernible difference between continuous shiftwork, and non-continuous shiftwork. This distinction is also recognised in other modern awards, as listed below:

Name of award	Overtime payment clause
<i>Aquaculture Industry Award 2010</i>	22. Overtime 22.1 All work done in excess of 38 hours a week or outside the ordinary hours on any day or shift (as defined in clauses 19.2, 19.3 and 19.4) or in excess of 10 hours per day will be paid for at the rate of time and a half for the first three hours and double time thereafter until the completion of the overtime work. For a continuous shiftworker the rate for working overtime is double time.
<i>Legal Services Award 2010</i>	34.1 Payment for working overtime Overtime will be paid for all time worked outside ordinary hours on any day or shift, or in excess of an average of 38 hours per week, at the rate of time and a half for the first three hours and

Name of award	Overtime payment clause
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double time thereafter.

For continuous shiftworkers the rate for working overtime is double time.

Manufacturing and Associated Industries and Occupations Award 2010

40.1 Payment for working overtime

Except as provided for in clauses 40.1(d),40.8,40.9,and 40.13, for all work done outside ordinary hours on any day or shift, as defined in clauses 36.2,36.3 and 36.4,the overtime rate is time and a half for the first three hours and double time thereafter until the completion of the overtime work. For a continuous shiftworker the rate for working overtime is double time.

OBJECTIVES OF MODERN AWARDS

76. The general principles applicable to the modern award review were summarised recently in *Alpine Resorts Award 2010 - substantive issues concerning coverage* [2018] FWCFB 4984 at [52] and cited in *Re 4 Yearly Review – Pharmacy Industry Award 2010* [2018] FWCFB 7621 at [126] (citations omitted):

- section 156(2) provides that the Commission must review all modern awards and may, among other things, make determinations varying modern awards;
- “review” has its ordinary and natural meaning of “survey, inspect, re-examine or look back upon”;
- the discretion in s 156(2)(b)(i) to make determinations varying modern awards in a review, is expressed in general, unqualified, terms, but the breadth of the discretion is constrained by other provisions of the FW Act relevant to the conduct of the review;
- in particular the modern awards objective in s 134 applies to the review;
- the modern awards objective is very broadly expressed,²¹ and is a composite expression which requires that modern awards, together with the NES, provide “a fair and relevant minimum safety net of terms and conditions”, taking into account the matters in ss 134(1)(a)–(h);
- fairness in this context is to be assessed from the perspective of the employees and employers covered by the modern award in question;
- the obligation to take into account the s 134 considerations means that each of these matters, insofar as they are relevant, must be treated as a matter of significance in the decision-making process;

- no particular primacy is attached to any of the s 134 considerations and not all of the matters identified will necessarily be relevant in the context of a particular proposal to vary a modern award;
- it is not necessary to make a finding that the award fails to satisfy one or more of the s 134 considerations as a prerequisite to the variation of a modern award;
- the s 134 considerations do not set a particular standard against which a modern award can be evaluated; many of them may be characterised as broad social objectives;
- in giving effect to the modern awards objective the Commission is performing an evaluative function taking into account the matters in s 134(1)(a)-(h) and assessing the qualities of the safety net by reference to the statutory criteria of fairness and relevance;
- what is necessary is for the Commission to review a particular modern award and, by reference to the s 134 considerations and any other consideration consistent with the purpose of the objective, come to an evaluative judgment about the objective and what terms should be included only to the extent necessary to achieve the objective of a fair and relevant minimum safety net;
- the matters which may be taken into account are not confined to the s 134 considerations;
- section 138, in requiring that modern award may include terms that it is permitted to include, and must include terms that it is required to include, only to the extent necessary to achieve the modern awards objective and (to the extent applicable) the minimum wages objective, emphasises the fact it is the minimum safety net and minimum wages objective to which the modern awards are directed;
- what is necessary to achieve the modern awards objective in a particular case is a value judgment, taking into account the s 134 considerations to the extent that they are relevant having regard to the context, including the circumstances pertaining to the particular modern award, the terms of any proposed variation and the submissions and evidence;
- where an interested party applies for a variation to a modern award as part of the 4 yearly review, the task is not to address a jurisdictional fact about the need for change, but to review the award and evaluate whether the posited terms with a variation meet the objective.

77. The Unions' submissions refer to various modern award objectives in support of the proposed variation to clause 32.1.¹⁴

78. We refer to paragraph 51 above. The starting point must be that the Ground Staff Award is consistent with the modern awards objective.

79. The Unions place reliance placed on s134(da) of the *Fair Work Act 2009* (Cth). We refer to our submissions at paragraphs 74 and 75 above. The Ground Staff Award provides

¹⁴ See AWU submissions dated 29 January 2019, [45]-[50]; TWU submissions dated 29 January 2019, [38]-[46]; AMWU submissions dated 29 January 2019, [67]-[91].

additional remuneration for employees working overtime, no further changes are required to be made to achieve this objective. Rather, the Unions want to now increase the overtime rates payable in an award which has been in the same terms since 2010, and in circumstances where no such provision was advanced during the two yearly review.

80. Notwithstanding, while the Qantas Group is generally opposed to an increase in overtime rates payable for all shiftworkers to double time, we do recognise that it would be undesirable for overtime hours on a Sunday to be paid at the rate of time and a half for the first two hours, in circumstances where the substantive portion of the regular Sunday shift is paid at double time. For this reason, the Qantas Group supports a variation which has the effect that the overtime rates payable to shiftworkers working overtime on Sundays are at double time (rather than at time and a half for the first two hours, and double time thereafter). This could be achieved with the following amendment to clause 32.1(a):

32.1(a) [Subject to the following](#), All work done outside ordinary hours on any day or shift (except where the time is worked by arrangement between the employees themselves) must be paid at time and a half for the first two hours and double time thereafter until the completion of the overtime work.

- (i) For a continuous shiftworker the rate for working overtime is double time.
- (ii) [For shiftworkers working on Sunday, the rate for working overtime is double time.](#)

CONCLUSION

81. With the exception of the matter identified at paragraph 80, the variations sought by the Unions should not be made, and clause 32.1 of the Ground Staff Award should remain in its current terms.

ASHURST

Lawyers for the Qantas Group
26 February 2019

Our ref: KZS\OLMC\06 3004 8588

26 February 2019

AM2018/15 - AIRLINE OPERATIONS – GROUND STAFF AWARD 2010

ATTACHMENT A

Enterprise agreement	Overtime clause	Part time overtime
<p><i>Qantas Airways Limited And QCatering Limited - Transport Workers Agreement 2018</i></p>	<p>28.2 Payment for working overtime</p> <p>28.2.1 Day work - All work done outside ordinary hours must be paid for at the rate of time and a half for the first two hours and double time thereafter.</p> <p>28.2.2 Shift work - All time worked in excess of or outside ordinary hours or on a shift other than a rostered shift must be paid for at the rate of double time unless:</p> <p style="padding-left: 40px;">(a) the time is worked by arrangement between the employees themselves; or</p> <p style="padding-left: 40px;">(b) the time is worked for the purpose of effecting the customary rotation of shifts.</p> <p>Except as provided in Clauses 28.3 and 28.4 in computing overtime, each day's work stands alone.</p>	<p>15.5 PART-TIME CONDITIONS OF EMPLOYMENT</p> <p>...</p> <p>15.5.9 To satisfy operational/commercial requirement on the day, part-time employees may have their rostered shift hours extended to a maximum of 7.6 hours by agreement. Single time rates will apply for all hours up to 7.6 hours per day.</p> <p>15.5.10 Overtime payments will apply after 7.6 hours per day have been worked, or if in excess of 10 days per fortnight is worked.</p>
<p><i>Qantas Airways Limited (National Union of Workers) Enterprise Agreement 10</i></p>	<p>29.2 Payment for working overtime</p> <p>29.2.1 Day work: Subject to 27.10 and 29.6, all time worked outside agreed ordinary hours must be paid for at the rate of time and a half for the first two hours and double time after that.</p> <p>29.2.2 Shift work: All time worked outside ordinary</p>	<p>15.2.11 Overtime will apply after 7.6 hours per day or to work in excess of 10 shifts per fortnight or when extended shifts apply, a part-time employee may work up to the hours worked on that shift by other full-time employees before overtime is payable.</p>

Enterprise agreement	Overtime clause	Part time overtime
	<p>hours must be paid for at the rate of double time unless:</p> <p>29.2.2(a) the time is worked by arrangement between the employees themselves; or</p> <p>29.2.2(b) the time is worked for the purpose of effecting the customary rotation of shifts; or</p> <p>29.2.2(c) the time is worked because a relief worker does not come on duty at the proper time and the relief worker did not give the Company at least eight hours' notice of his or her intended absence from work;</p> <p>29.2.2(d) the employee works make up time in accordance with 27.10 or takes time in lieu in accordance with 29.6.</p> <p>29.2.3 Provided that when not less than eight hours' notice has been given to the Company by the relief person that he or she will be absent from work and the employee who should be relieved is not relieved, the unrelieved employee must be paid at the rate of double time until relieved.</p>	
<p><i>Qantas Airways Limited (AWU, AMWU, CEPU) Enterprise Agreement 10</i></p>	<p>26.2 Payment for working overtime</p> <p>26.2.1 Day work: Subject to clauses 25.6 and 26.6, all time worked outside agreed ordinary hours must be paid for at the rate of time and a half for the first two hours and double time after that.</p> <p>26.2.2 Shift work: Subject to clauses 25.6 and 26.6 all</p>	<p>15.2 Permanent Part Time Employees</p> <p>...</p> <p>15.2.4 Overtime rates of pay shall apply to all hours in excess of 7.6 hours per day or in excess of 10 shifts per fortnight.</p>

Enterprise agreement	Overtime clause	Part time overtime
	<p>time worked outside ordinary hours must be paid for at the rate of double time.</p> <p>26.2.3 Notwithstanding the provisions of clause 26.2.2 double time overtime does not apply to employees employed in the classifications contained in Tables 1A and 1B and 3 of Appendix A in the following circumstances:</p> <p>26.2.3(a) the time is worked by arrangement between the employees themselves; or</p> <p>26.2.3(b) the time is worked for the purpose of effecting the customary rotation of shifts; or</p> <p>26.2.3(c) the employee works make up time in accordance with 25.6 or takes time in lieu in accordance with 26.6; or</p> <p>26.2.3(d) the time is worked because a relief worker does not come on duty at the proper time and the relief worker did not give Qantas at least eight hours' notice of his or her intended absence from work. Provided that when not less than eight hours' notice has been given to Qantas by the relief person that he or she will be absent from work and the employee who should be relieved is not relieved, the unrelieved employee must be paid at the rate of double time until relieved.</p>	

Enterprise agreement	Overtime clause	Part time overtime
<p><i>Australian Services Union (Qantas Airways Limited) Agreement 11</i></p>	<p>44. OVERTIME</p> <p>44.1. Payment for Working Overtime - Daywork</p> <p>44.1.1 Airline Officers Only</p> <p>Except as provided in clause 44.9.1, clause 44.10.1, clause 45.1, clause 46, and clause 53.5, all time worked outside ordinary hours must be paid for at the rate of time and a half for the first two hours and double time after that, such double time to continue until the completion of overtime worked.</p> <p>...</p> <p>44.2. Payment for Working Overtime - shiftwork</p> <p>44.2.1 Airline Officers Only Except as provided in clause 44.9.1, sub clause 44.10.1, clause 45.1, clause 46 and clause 53.5, all time worked:</p> <p>(a) in excess of or outside ordinary hours; or (b) on a shift other than a rostered shift must be paid for at the rate of double time, unless the time is worked for the purpose of effecting the customary rotation of shifts. Overtime will not be paid if the time is worked by arrangement between the employees themselves, with the approval of the head of the section.</p>	<p>18.5 Overtime</p> <p>18.5.1 Where a part-time employee is required to work additional hours on a day and the number of hours worked in total does not exceed 7.6 hours, all hours will be paid at single time, provided that any hours in excess of 7.6 hours shall be paid at the normal overtime rate.</p> <p>18.5.2 (a) All time worked in excess of 7.6 hours per day, 10 days per fortnight, 1560 hours in the first year following the date of the coming into force of this provision, or 1410 ordinary hours in any successive year, shall be overtime and paid at overtime rates specified in this Agreement. This shall not include hours worked on secondment to a full time position.</p> <p>(b) Provided that where a part-time employee's hours of work are designated in accordance to clause 18.1.1 (b), overtime will be paid for any hours worked in excess of 30 per week.</p> <p>18.5.3 In the allocation of overtime, preference will be given to full time employees having regard to the intention of the parties to avoid, where possible, a part-time employee working overtime.</p>
<p><i>Qantas Ground Services Pty Limited Ground Handling</i></p>	<p>15 Overtime</p> <p>(a) Payment for overtime</p> <p>(i) All work done outside of the spread of ordinary</p>	<p>10.</p> <p>(e) Part-time employees are entitled to be paid the pro-rata wages of a full time employee. All ordinary hours for</p>

Enterprise agreement	Overtime clause	Part time overtime
<i>Agreement 2015</i>	<p>hours on any day for day workers or all work outside rostered shifts for full-time shift workers (except where the time is worked by arrangement between the employees themselves) must be paid at overtime rates.</p> <p>(ii) For the purposes of this clause, spread of ordinary hours means the hours worked in accordance with clause 12(a).</p> <p>(iii) The hourly rate, when computing overtime, is determined by dividing the appropriate weekly rate by 38.</p> <p>(iv) Overtime rates are as follows:</p> <p>(1) day-worker- time and a half for the first 2 hours and then double-time; and</p> <p>(2) shift-worker - double time.</p> <p>(v) In computing overtime each day's work stands alone.</p> <p>...</p> <p>(f) Overtime and extension loadings for part time employees and casuals</p>	<p>a part-time employee will be at ordinary rates of pay (plus any applicable shift penalties) and will be treated as follows:</p> <p>(i) Each hour will be counted for the purposes of superannuation;</p> <p>(ii) The total hours paid at ordinary rates worked in a month will be counted for the purposes of calculating the number of hours of pro rata annual leave and personal/carer's leave accrued in that month; and</p> <p>(iii) Subject to any applicable long service leave legislation providing for a more beneficial method of calculation, payment for long service leave will be calculated on the average hours paid at ordinary rates worked in the previous 12 months. Payment for redundancy will also be calculated on the average hours paid at ordinary rates worked in the previous 12 months.</p> <p>(f) Part time employees will be entitled to overtime in accordance with the provisions of clause 15- Overtime.</p> <p>15. Overtime</p> <p>(i) Where a part-time employee works a rostered shift between Monday and Friday (excluding public holidays) and that shift is extended by more than two (2) hours, the employee will be paid an extension loading for each additional hour worked over two (2) hours but less than eight (8) hours in accordance with the following table:</p>

Enterprise agreement	Overtime clause	Part time overtime																
		<table border="1" data-bbox="1335 331 1951 624"> <thead> <tr> <th>Extension</th> <th>Day Shift</th> <th>Day Shift</th> <th>Morning, Afternoon or Night shift</th> </tr> </thead> <tbody> <tr> <td></td> <td>Less than 5 hours rostered shift extension loading</td> <td>5 or more hours rostered shift extension loading</td> <td>Less than 5 hours rostered shift extension loading</td> </tr> <tr> <td>More than 2 hours and up to 3 hours</td> <td>50%</td> <td>50%</td> <td>no extension loading</td> </tr> <tr> <td>More than 3 hours and up to 4 hours</td> <td>100%</td> <td>not applicable, clause 15(f)(ii) applies</td> <td>25%</td> </tr> </tbody> </table> <p data-bbox="1274 660 1980 788">(ii) Where a part-time employee works more than eight (8) hours per day or 38 hours in a pay week, the additional time worked over eight (8) hours per day or 38 hours per week will be treated as overtime</p> <p data-bbox="1274 807 1980 963">(iii) Where a part-time employee works more than five days of ordinary hours in a week, all work on the sixth and any work on the seventh day will be treated as overtime. For the purpose of this clause 'a week' means a pay week.</p> <p data-bbox="1274 983 1980 1075">(iv) For the purposes of clause 15(f)(iii), the days that an employee works in a week are taken to include any authorised days of leave.</p> <p data-bbox="1274 1094 1980 1187">(v) Where a casual employee works for more than 7.6 hours on any day, the time over 7.6 hours will be treated as overtime.</p>	Extension	Day Shift	Day Shift	Morning, Afternoon or Night shift		Less than 5 hours rostered shift extension loading	5 or more hours rostered shift extension loading	Less than 5 hours rostered shift extension loading	More than 2 hours and up to 3 hours	50%	50%	no extension loading	More than 3 hours and up to 4 hours	100%	not applicable, clause 15(f)(ii) applies	25%
Extension	Day Shift	Day Shift	Morning, Afternoon or Night shift															
	Less than 5 hours rostered shift extension loading	5 or more hours rostered shift extension loading	Less than 5 hours rostered shift extension loading															
More than 2 hours and up to 3 hours	50%	50%	no extension loading															
More than 3 hours and up to 4 hours	100%	not applicable, clause 15(f)(ii) applies	25%															
<i>Jetstar Services Agreement 2016</i>	17.1. Where a full time employee works for: 17.1.1 a longer period than his or her rostered	17.2. Where a part-time employee works more than 8 hours per day or 38 hours in a pay week the additional time worked over 8 hours per day or 38 hours per week																

Enterprise agreement	Overtime clause	Part time overtime
	<p>shift period; or</p> <p>17.1.2 an average of more than 38 hours per week, averaged over a roster cycle (and taking into account RDO entitlements);</p> <p>the additional time worked will be treated as overtime.</p> <p>17.2. Where a part-time employee works more than 8 hours per day or 38 hours in a pay week the additional time worked over 8 hours per day or 38 hours per week will be treated as overtime.</p> <p>17.3. Where an employee works on 7 consecutive days they will be paid overtime for all hours worked on the 7th day.</p> <p>17.4. Where a casual employee works for more than 7.6 hours on any day, the time over 7.6 hours will be treated as overtime.</p> <p>17.5. Overtime rates are as follows:</p> <p>17.4.1 day worker – time and a half for the first 2 hours and then double time; and</p> <p>17.4.2 shift-worker – double time.</p>	<p>will be treated as overtime.</p> <p>20.2. Where the start and/or finish time of an employee’s rostered shift is changed by more than 30 minutes, with less than 48 hours’ notice of the change, the employee will be paid overtime in accordance with clause 17 for those hours worked which were not originally rostered. Overtime will not be payable where the employee requests the change, or the change occurs after the employee has already commenced the rostered shift (eg: is a shift extension).</p> <p>(Note: Undertaking provided that for the duration of the Jetstar Services Agreement 2016, Jetstar Services will not employ any part-time employees as day workers.)</p>
<p><i>Jetstar/ASU Agreement 2018</i></p>	<p>15.8 Shift Workers</p> <p>15.8.1 All shifts worked by full time Shift Workers outside their rostered daily hours will be paid at the rate of double the ordinary time rate of pay. A part time shift worker whose daily hours exceed his/her rostered hours will be paid at the rate of single ordinary time rate of pay plus any applicable shift penalties for all hours extending beyond his/her</p>	<p>15.8.1 All shifts worked by full time Shift Workers outside their rostered daily hours will be paid at the rate of double the ordinary time rate of pay. A part time shift worker whose daily hours exceed his/her rostered hours will be paid at the rate of single ordinary time rate of pay plus any applicable shift penalties for all hours extending beyond his/her rostered shift. Provided that where a part time employee's hours extend beyond eight (8) hours on</p>

Enterprise agreement	Overtime clause	Part time overtime
	<p>rostered shift. Provided that where a part time employee's hours extend beyond eight (8) hours on any rostered shift, those additional hours will be paid at overtime rates and treated as overtime in accordance with this clause. Where a part time employee works more than thirty eight (38) hours in a week, all hours extending beyond thirty eight (38) hours in that week will be paid and treated as overtime in accordance with this clause.</p> <p>15.8.2 Overtime will not be paid when the time is worked by mutual arrangement between the Shift Workers themselves.</p> <p>15.8.3 A Shift Worker required to work on a day on which they were not rostered to work will be paid double the ordinary time rate of pay. The minimum payment will be for a period of for (4) hours.15.8.12 Where a part time employee works additional hours beyond their normal rostered hours and those additional hours are paid at the single ordinary time rate of pay (plus any applicable shift penalties), the additional hours paid for at single time will count for the purpose of superannuation, annual leave, sick leave, long service leave and for the calculation of redundancy.</p> <p>15.8.4 The overtime provisions of this clause are in substitution for and not cumulative upon shift allowances prescribed in Clauses 13.4, 13.5, 13.6, 13.7 and 16.2.</p> <p>...</p>	<p>any rostered shift, those additional hours will be paid at overtime rates and treated as overtime in accordance with this clause. Where a part time employee works more than thirty eight (38) hours in a week, all hours extending beyond thirty eight (38) hours in that week</p> <p>15.8.12 Where a part time employee works additional hours beyond their normal rostered hours and those additional hours are paid at the single ordinary time rate of pay (plus any applicable shift penalties), the additional hours paid for at single time will count for the purpose of superannuation, annual leave, sick leave, long service leave and for the calculation of redundancy.</p> <p>(Note: The Agreement was approved with the additional undertaking:</p> <ol style="list-style-type: none"> 1. Further to clause 15.8.1 of the Agreement, if a part-time Airport-based employee is engaged in any of the following scenarios, between Monday and Friday : <ol style="list-style-type: none"> a. a Level3 employee rostered for any day shift (eg: a shift that does not attract any shift penalty) of less than 5 hours' length, and who is extended by greater than 3 hours; or b. a Level 7 employee rostered for any day shift (eg: a shift that does not attract any shift penalty) of less than 6 hours in length, and who is extended by greater than 2 hours; or c. a Level 7 employee rostered for any morning shift (eg: a shift that attracts a penalty of 12.5%) of less than 5 hours in length, and who is extended by greater than 3 hours; <p>then Jetstar will pay an additional amount required to ensure that, over the relevant pay period, the total</p>

Enterprise agreement	Overtime clause	Part time overtime
		amount paid to employees is at least equal to the total amount the employee would otherwise have received under the Airline Operations -Ground Staff Award 2010.)
<p><i>Jetstar Airways Engineering & Maintenance Enterprise Agreement 2013</i></p>	<p>24.4 Overtime</p> <p>24.4.1 Employees are expected to work a reasonable amount of overtime, within the guidelines of the Fatigue Management Policy and subject to the <i>Fair Work Act 2009</i>.</p> <p>24.4.2 For the purposes of this Agreement overtime hours are hours worked which exceed rostered shift length (refer clause 24.1).</p> <p>24.4.3 Overtime hours must be authorised and submitted within two fortnights and endorsed by the Employee's Manager. Payment will be calculated to the nearest tenth of an hour of the total amount to be claimed in each pay fortnight.</p> <p>24.4.4 Overtime hours for Current Employees will attract a loading of 50% for the first two (2) hours and 100% thereafter on the base hourly rate of pay (i.e. base salary/52/38).</p> <p>24.4.5 Overtime for Employees who commence employment under this Agreement after its approval will attract a loading of 50% for all hours on the base plus penalties hourly rate of pay (i.e. base salary plus penalties amount/52/38).</p> <p>24.4.6 Clause 24.4.5 will apply to each Employee as defined in clause 24.4.5 for the initial two (2) years of employment in any classification covered by this</p>	<p>23.5.2 Permanent part-time Employees shall receive the same conditions as full-time Employees except that wage, the wage related allowances (as set out in in Tables 1, 2, 3, 4, 7, 8 and 9) and leave entitlements are on a proportionate basis to the hours worked. Permanent part-time Employees shall observe the same notice of termination provisions as permanent full-time Employees, on a proportionate basis.</p> <p>24.4.2 For the purposes of this Agreement overtime hours are hours worked which exceed rostered shift length (refer clause 24.1).</p>

Enterprise agreement	Overtime clause	Part time overtime
	<p>Agreement. After the initial two (2) years of their employment, clause 24.4.4 will apply to each Employee affected by clause 24.4.5.</p> <p>...</p>	
<p><i>Eastern Australia Airlines Pty Limited and Australian Services Union Agreement 2016</i></p>	<p>35. OVERTIME</p> <p>35.7 Shift Workers</p> <p>35.7.1 All time worked by Shift Workers outside the ordinary hours prescribed in Clause 32 and 33 (Hours of Duty-Shift Workers) of this Agreement shall be paid for at the rate of double time.</p>	<p>The Company provided the following undertaking:</p> <p>16.3 Where a change in regular days or regular hours is made in accordance with clause 16. 2, all hours shall be paid at single time provided that any hours worked in excess of 7.6 on a single day shall be paid at the normal overtime rate.</p> <p>16.4 If the Company requires a part time employee to work days or hours that are additional or different to the employee's regular days or regular hours without the notice in accordance with clause 16.2.1 or that are not mutually arranged in accordance with 16.2.2, the employee will be paid overtime at the normal overtime rate for:</p> <p style="padding-left: 40px;">16.4.1 the additional hours or days of work; or</p> <p style="padding-left: 40px;">16.4.2 the different days of work.</p>
<p><i>Eastern Australia Airlines Pty Ltd Aircraft Maintenance Engineers & Trade Assistants Enterprise</i></p>	<p>12 OVERTIME</p> <p>12.1 For the purposes of calculating overtime, hourly rates shall be determined by dividing the appropriate weekly rate by 38.</p> <p>12.2 Penalty Rates - Day workers 12.2.1 For all time worked outside ordinary hours, the overtime rate shall be time and a half for the first two hours and double</p>	<p>The Company provided the following undertaking:</p> <p>Part-time employees are entitled on a pro rata basis to equivalent pay and conditions to those of full-time employees who do the same work in the classification under which the part-time employee is employed.</p>

Enterprise agreement	Overtime clause	Part time overtime
<i>Agreement 2016</i>	<p>time thereafter.</p> <p>12.2.2 An Employee who is required to work on a Sunday shall be paid at the rate of double time. Such double time to continue until the Employee is relieved from duty.</p> <p>12.3 Shift Workers</p> <p>For all time worked outside ordinary hours, the overtime rate shall be double time.</p> <p>...</p> <p>[Overtime clause not extracted in full]</p>	
<i>Eastern Australia Airlines Pty Limited Group 2 Ground Staff Enterprise Agreement 2016</i>	<p>13 OVERTIME/TIME OFF IN RESPECT OF OVERTIME WORKED</p> <p>13.1 Time worked in excess of the ordinary hours specified in Clause 10, will be overtime. Overtime will be computed to the nearest quarter of an hour.</p> <p>13.2 Employees may claim for overtime worked and receive payment at a rate of:-</p> <p>(a) For day workers 1.75 hour's pay for each hour, or part hour, of overtime.</p> <p>(b) For shift workers 2.00 hours pay for each hour, or part hour, of overtime.</p> <p>...</p> <p>13.4 Time off in lieu of overtime payments under clause 13.3 above shall be at the rate of :-</p> <p>(a) For day workers 1.75 hours pay for each hour of</p>	<p>8.7.2 Part-Time Staff</p> <p>"Part-time staff member" shall mean an Employee:-</p> <p>(a) Who is employed to work regularly less than 20 days or 156 hours in any nominated 28 day cycle.</p> <p>(b) Whose spread of ordinary hours shall be in accordance with Clause 10 of this Agreement.</p> <p>...</p>

Enterprise agreement	Overtime clause	Part time overtime
	<p>overtime.</p> <p>(b) For shift workers 2.00 hours pay for each hour of overtime.</p> <p>...</p> <p>13.7 Whilst the parties agree that work outside normal hours of duty may at times occur during a concentrated period, it is not the intention of this subclause to unreasonably affect the rights of Employees covered by this subclause, as prescribed under the terms and conditions of this Agreement.</p> <p>...</p>	
<p><i>Sunstate Airlines (QLD) Pty Ltd And Australian Services Union Enterprise Agreement 2018</i></p>	<p>26.2 Shift Workers</p> <p>26.2.1 All overtime will be paid at double the ordinary hourly rate.</p> <p>....</p>	<p>9.6 All time worked outside of the ordinary hours of work as mutually arranged in accordance with clause 9.4 will be overtime and paid for at the rates prescribed in clause 26 - Overtime, of this Agreement.</p> <p>9.7 Part time Employees (other than Employees who are paid an All Inclusive Rate of Pay) will be paid at the appropriate overtime rate for all time worked in excess of the rostered daily hours.</p> <p>9.8 Part time Employees who are paid an All Inclusive Rate of Pay will be paid at the appropriate overtime rate for all time worked in excess of 7.5 hours in any one day.</p>
<p><i>Sunstate Airlines Pty Ltd (Aircraft Engineers) Enterprise</i></p>	<p>17. OVERTIME</p> <p>...</p> <p>17.2 Penalty Rates - Day Workers</p>	<p>6.12.2 Part Time Employees working day shifts shall be entitled to overtime rates of pay for all hours worked:</p> <p>6.12.2 (a) in excess of 12 hours per day; or</p> <p>6.12.2 (b) in excess of 152 hours per four week</p>

Enterprise agreement	Overtime clause	Part time overtime
<i>Agreement 2015</i>	<p>17.2.1 For all time worked outside ordinary hours the overtime rate shall be time and a half for the first two hours and double time thereafter.</p> <p>17.3 Shift workers</p> <p>17.3.1 For all time worked outside ordinary hours the overtime rate shall be double time.</p> <p>...</p>	<p>cycle, or</p> <p>6.12.2 (c) in excess of the length of shift rostered for the majority of Employees allocated to the specific shift worked by the Part Time Employee. For example, if the majority of Employees (including the Part Time Employee) are rostered to work a 10 hour shift and one hour over-time is required beyond the 10 hour shift, the Part Time Employee will be paid for the one hour overtime worked. Where a Part Time Employee is rostered to perform work where there is no other majority of Employees rostered on that shift (as described above), overtime shall be payable for any hours worked in excess of those rostered.</p> <p>6.12.3 Part Time Employees working shift work shall be entitled to overtime rates of pay for all hours worked:</p> <p>6.12.3 (a) in excess of 12 hours per day; or</p> <p>6.12.3 (b) in excess of 152 hours per four week cycle, or</p> <p>6.12.3 (c) in excess of the length of shift rostered for the majority of Employees allocated to the specific shift worked by the Part Time Employee. For example, if the majority of Employees (including the Part Time Employee) are rostered to work a 10 hour shift and one hour over-time is required beyond the 10 hour shift, the Part Time Employee will be paid for the one hour overtime worked. Where a Part Time Employee is rostered</p>

Enterprise agreement	Overtime clause	Part time overtime
		to perform work where there is no other majority of Employees rostered on that shift (as described above), overtime shall be payable for any hours worked in excess of those rostered.