

**Submissions of the "Automotive, Food, Metals, Engineering,
Printing and Kindred Industries Union" known as the Australian
Manufacturing Workers' Union (AMWU)**

AM2018/15

COVER SHEET

Name: Gabriel Miller

Organisation: AMWU

Address

Street Address 1: National Research Centre

Street Address 2: Level 3, 133 Parramatta Road

Suburb/City: Granville NSW

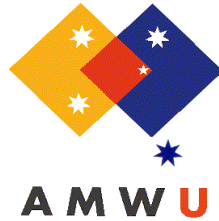
Postcode: 2142

Contact details

Telephone: (02) 8868 1500

Email: Gabriel.miller@amwu.org.au

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National Research Centre
Level 3, 133 Parramatta Road
Granville NSW 2151

Fair Work Act 2009

FAIR WORK COMMISSION

AM2018/15

Submissions of the "Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union" known as the Australian Manufacturing Workers' Union (AMWU)

Introduction

1. These submissions are made in accordance with the amended directions of Vice President Catanzariti of 13 December 2018,¹ in relation to the proceedings in *AM2018/15 Airline Operations Ground Staff Award 2010*.
2. These submissions are made in response to the submissions of the entities within the Qantas Group (**Qantas**) and the Australian Industry Group (**AiG**) collectively, (**the Employer Parties**) in relation to the variation proposed by the AMWU, TWU and AWU with respect to the Airline Operations Ground Staff Award 2010 (**the Ground Staff Award**).

The Employer Party Submissions

3. These submissions will respond to the submissions of the Employer parties in relation to:
 - a. Part 10A Award Modernisation Proceedings;
 - b. Jurisdiction;
 - c. Impact of the proposed variation;
 - d. The requirement for additional remuneration for working overtime; and
 - e. The AMWU's proposed alternate position.
4. The submissions of the Employer Parties can be broadly categorised as criticising a (perceived) lack of merit argument in the Unions submissions. The inherent contradiction with this position is that as the Unions submissions make clear (and the Employer Parties have not rebutted), the entitlement was reduced when the modern award was made absent a comprehensive merit case.

Part 10A Award Modernisation Proceedings

5. In respect of the significance of the Part 10A Award modernisation proceedings, Qantas submit:
 - a. The Qantas Group draft award was based primarily on the Transport Workers' Award, but that regard was also had to each of the other

¹ [Amended Directions of 13 December 2018](#).

industry awards and Notional Agreements Preserving State Awards (NAPSA's).²

- b. 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.³
- c. The award modernisation process involved incorporating the identified primary pre-reform (enterprise) awards and NAPSA's into a single instrument.⁴
- d. The modern award was never intended to be simply a collation of the most beneficial terms from the primary pre-reform (non-enterprise) awards.⁵
- e. 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 by the parties, represented a package of terms.⁶
- f. 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.⁷

6. In respect of Part 10A modernisation Award modernisation proceedings, AiG submit:

- a. The process required the AIRC to adopt a “*swings and roundabouts*” approach whereby employee entitlements, in some respects were enhanced through the process whilst in relation to other terms and conditions, the making of the modern awards some reductions to employee entitlements.⁸
- b. To the extent that it (the Unions’ claim) is advanced on the premise that it

² [Submissions on Behalf of the Qantas Group 26 February 2019](#) [18].

³ Ibid [49].

⁴ Ibid [53].

⁵ Ibid [57].

⁶ Ibid [67].

⁷ Ibid [67].

⁸ [Submissions of the Australian Industry Group of 1 March 2019](#) [45].

reflects a pre-modern award standard in some instruments merely a desire to cherry pick a more beneficial element of such instruments and reintroduce it to the modern awards system absent a proper foundation for doing so.⁹

Qantas Submissions

7. In response to the Qantas submissions, the AMWU notes the submission that enterprise awards and NAPSA's were also taken into consideration in the formulation of the Qantas draft award.¹⁰
8. Annexed to these submissions as "**Attachment A**" are the 48 enterprise awards identified as relevant by the AIRC and referred to in the Qantas submissions. In the right hand column, the payment for overtime clause is extracted (at least for the enterprise awards which contained such a clause, the enterprise awards without a payment for overtime clause are marked as non-applicable).
9. The table in Attachment A shows that the overtime entitlement in these instruments was consistent with the Airline Operations (Transport Workers') Award 1998 *Qantas' 6 March 2009 draft award*, and the variation now proposed jointly by the Unions. That is, where the relevant enterprise awards contain a payment for overtime clause, it is generally an entitlement of double time for all overtime for all shiftworkers, except in cases where there is no overlap in the coverage between the enterprise award and the modern Ground Staff Award, e.g. enterprise awards covering pilots, flight attendants, helicopter aircrew.
10. There were no NAPSA's listed by the AIRC in the Statement as being relevant. Nor does the Qantas submission of 6 March 2009 identify any relevant NAPSA's by name. Accordingly, it is difficult to comment on these.
11. In light of the above, the AMWU agrees with Qantas' submission that the award was not "intended to be simply a collation of the most beneficial terms from the primary pre-reform (non-enterprise) awards",¹¹ but submits that this does assist Qantas's argument.
12. The award entitlement that is the subject of these proceedings was not the most

⁹ Ibid [47].

¹⁰ [Submissions on Behalf of the Qantas Group 26 February 2019](#) [16]-[18].

¹¹ Ibid [57].

beneficial term out of the relevant instruments. It reflected the same entitlement as 100% of the relevant pre reform awards and the vast majority of the enterprise awards.

13. On this basis, the issue of the overtime rates can be distinguished from the other examples used by Qantas to demonstrate the approach taken to award modernisation (e.g. minimum shifts for casuals, span of hours). These issues were the subject of submission.

14. The span of hours clause is a good example. As set out in Qantas' submission the pre-reform awards contained clauses dealing with spans of ordinary hours which provided for different spans.¹² By distinction, the overtime clause was the same in all the pre-reform awards.

15. The AMWU does not necessarily disagree with the submission that the award was subjected to close scrutiny during the award modernisation process as a general proposition. However, it is evident even on Qantas' submission that the overtime rates were not considered by any of the parties, beyond an agreement by the Employer parties to adopt an overtime clause proposed by the ACTU which inexplicably provided for a less beneficial overtime entitlement (compared with the pre-reform instruments) for shiftworkers that work a non-continuous shift roster.¹³

16. In the response Qantas' submission "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"¹⁴ the AMWU agrees, that of itself, the fact that a pre modern award provided for a different entitlement, is not a reason to vary the award.

17. As set out in the AMWU's January 29 submissions, the reason for the AMWU's application, is because the award currently is not:

- a. providing a simple and easy to understand modern award (contrary to s.134(1)(g); and
- b. because, (according to the submissions of the employer parties)¹⁵,

¹² [Submissions on Behalf of the Qantas Group 26 February 2019](#) [65].

¹³ Ibid [19]-[33].

¹⁴ Ibid [68].

¹⁵ [Submission in Reply filed on behalf of Qantas on 21 July 2016](#) [29].

the award provides for a lesser rate of pay for overtime worked on Sundays compared with the penalty for ordinary hours worked on a Sunday, which is contrary to the requirement that the award provide additional remuneration for employees working overtime (s.134(da)).

18. The part 10A award modernisation process provides context as to how the problematic clauses in the Ground Staff Award were established.
19. Considering the cause of the problems is the insertion of a distinction between a continuous and non-continuous shiftworker, as set out in the AMWU's 29 January submissions at [50]-[59] it is submitted that the most logical way to deal with these issues is to remove this distinction.
20. That this is a meritorious approach is compounded by the fact that the entitlement was arbitrarily reduced when the modern award was made and that the AMWU's proposal would remedy that.

AiG Submissions

21. AiG contend that award modernisation process involved a "swings and roundabouts" approach.¹⁶ In support of its submission, the AiG cite the decision of *Re Rail Industry Award*.¹⁷ In that case, the Full Bench was considering an application by the Rail Unions to vary the Rail Industry Award to provide for an overtime rate on Saturday of double time.¹⁸
22. The full passage from the decision referred to in the AiG's is as follows:

*"[31] As Mr Woods submitted, the award modernisation process involved a balancing exercise. There were 'swings and roundabouts' with some groups of employees gaining improvements in their award conditions and others losing. When seen as a provision dealing with payment for working on Saturday (rather than just a provision dealing with overtime on that day), it represented an improvement compared to some pre-reform awards – even if it was disadvantageous when compared to other pre-reform awards."*¹⁹

23. As can be seen from the above passage, it was relevant to the comments of the

¹⁶ [Submissions of the Australian Industry Group of 1 March 2019](#).

¹⁷ *Re Rail Industry Award 2010* [2017] FWCFB 719.

¹⁸ *Ibid.*

¹⁹ *Ibid* [31].

Full Bench regarding “swings and roundabouts” that the relevant clause of the modern Rail Industry Award “*represented an improvement compared to some pre-reform awards – even if it was disadvantageous when compared to other pre-reform awards.*”²⁰

24. Accordingly, the clause that was inserted into the Rail Industry Award could be accurately described as the result of a “swings and roundabouts” approach.

25. By distinction, the overtime clause in the modern Ground Staff Award:

- a. represents an improvement on none of the pre reform awards, or enterprise awards; and
- b. Was not the subject of submission by the parties; and
- c. Does not appear to be the subject of specific consideration by the Full Bench when the modern award was made.

26. Furthermore, the Airline Operations – Ground Staff Award Exposure Draft appears to diminish this entitlement even further, by providing an entitlement of time and a half for overtime in a Sunday, which is standard not found anywhere else in the award system and would be completely incompatible with the concept of a fair and relevant safety net.

27. In this context, that the AMWU urges the Commission to reject the submissions of the employer groups with respect to alleged “swings and roundabouts.”

28. Further, the AMWU rejects the AiG’s contention that the Union’s desire is to “cherry-pick” a more beneficial award standard in some instruments. The AMWU is not “cherry picking” the most beneficial entitlement from the relevant pre modernisation instruments. As established in paragraphs [13] the entitlement was the standard in all the pre-reform awards for insertion into the modern award.

29. Furthermore, the AMWU is not proposing a variation to the modern award on the sole basis that the pre reform awards provided for a more beneficial entitlement.

30. The AMWU is proposing the variation to the modern award as a way of resolving legitimate issues with the drafting of the existing award. That varying the Award in such a way would also restore the award entitlement to what it was consistently

²⁰ Ibid.

across the industry until it was removed arbitrarily is further evidence of the merit of the AMWU's proposed variation.

Jurisdiction

31. The Employer Parties have placed much weight on the modern awards objective and the *Preliminary Jurisdictional Issues Decision* [2014] FWCFB 1788.

32. AiG contend:

“The Unions claims conflict with the principles in the Preliminary Jurisdictional Issues Decision.”²¹

33. Qantas contend:

“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.”²²

34. The AMWU does not agree that the presumption that the Ground Staff Award was meeting the modern award objective at the time it was made has not been displaced.

35. The parties appear to currently be in disagreement regarding the proper construction of clause 30.2 and its relationship with clause 32.1. Considering the disagreement between the parties, it is self-evident that the award is not providing a simple and easy to understand set of terms and conditions.

36. Furthermore, clause 32.1 is currently being interpreted by the employers and reflected in the Exposure Draft as providing an entitlement of time and a half for overtime for employees working shiftwork, including on a Sunday, notwithstanding the prescription of a double time penalty for work performed on a Sunday.

37. To the extent that such an interpretation is correct, it is self-evidently contrary to the requirement to provide additional remuneration for working overtime, when

²¹ [Submissions of the Australian Industry Group of 1 March 2019](#) [16]

²² [Submissions on Behalf of the Qantas Group 26 February 2019.](#)

compared with the penalty rate for working ordinary hours on a Sunday.

38. As correctly identified by Qantas²³ clause 32.(1)(a) has not been varied since the Ground Staff Award was made. Nor indeed, has clause 30.7(a).

39. The corollary of these submissions is that the Ground Staff Award was also not meeting the modern awards objective at the time it was made.

40. Accordingly, it is submitted that on this basis the presumption in the *Preliminary Jurisdictional Issues Decision* is displaced with respect to the Ground Staff Award.

41. This submission was made in the AMWU's submissions of 29 January 2019 at [67]-[72]. The Employer Parties have not engaged with this submission.

Impact of Proposed Variation

42. In respect of the potential impact of the proposed variation, Qantas concede that:

*“as a general proposition, the enterprise agreements which cover employees within the Qantas Group provide for double time overtime for shiftworkers”*²⁴

43. Qantas however identifies the *Jetstar Airways Engineering & Maintenance Enterprise Agreement 2013* as an example of an enterprise agreement which currently covers employees where the application of the BOOT test may be of concern.

44. The *Jetstar Airways Engineering & Maintenance Enterprise Agreement 2013* provides the following with respect to overtime entitlements:

“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 amountU52/38).

²³ Ibid [52].

²⁴ Ibid [70].

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 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.”²⁵

45. The AMWU was not a bargaining representative for the Jetstar 2013 Agreement, so it is difficult to comment on its terms, or the application of the BOOT with respect to the Ground Staff Award.

46. However, the AMWU notes that the overtime clause does not actually provide a higher overtime penalty rate for shiftworkers (continuous or otherwise). Further, the agreement provides that the overtime rate will only increase to double time after two hours for existing employees. Accordingly, it already provides for a lesser penalty rate compared with the Ground Staff Award as it currently stands.

47. Therefore, it is noted that if an application was made to the Fair Work Commission to approve a successor agreement to the *Jetstar Airways Engineering & Maintenance Enterprise Agreement 2013* then there would be prima facie BOOT issues regardless of whether the AMWU’s proposed variation was successful.

48. Similarly, with respect to Qantas’ submission with respect to part time employees, it is evident on Qantas’ submission that these agreements may have BOOT issues on the award as it currently stands. If the proposed variation was made, the only change would be in respect of part time employees that could be characterised as non-continuous shiftworkers.

49. The AiG contend:

*“the evidence before the Commission does not establish that the majority of employers covered by the Award are covered by enterprise agreements....it does not include evidence of the enterprise agreement coverage of employees covered by other streams such as the clerical stream or the maintenance and engineering stream.”*²⁶

50. The AMWU does not have conclusive data on the number of employers covered

²⁵ Jetstar Airways Engineering & Maintenance Agreement 2013 clause 24.2.4-24.4.6.

²⁶ [Submissions of the Australian Industry Group of 1 March 2019](#) [101].

by enterprise agreements compared with the award in the maintenance and engineering stream.

51. However, it is well known that the Ground Staff Award applies in an industry where there is a significant level of enterprise agreement coverage. The AiG does not appear to contend otherwise, beyond asserting that there is a lack of evidence from which to draw such a conclusion. According to Research Report 6/2013, the percentage of award-reliant organisations using the Ground Staff Award is less than 1%.²⁷

52. With respect to the Enterprise Agreements that cover employees in the maintenance and engineering stream of the Ground Staff Award, many of those agreements contain an entitlement of double time for all overtime for all shiftworkers. The enterprise agreements that cover the AMWU are listed in the table which is annexed as “Attachment B.”

53. The exception to this rule are the Agreements that cover employees that perform maintenance and engineering work for Helicopter operators. These operators tend to work rosters that are unique to Helicopter operations.

54. This is reflected in the shiftwork and overtime provisions in the enterprise agreements which are highly prescriptive. The Award is not incorporated into these Agreements and it is not immediately apparent whether a variation to the Award would present as an immediate BOOT issue with respect to these Agreements.

55. The AiG further contend that:

“a requirement to pay employees at a higher rate for the performance of overtime in various circumstances may cause an employer to make cost-saving alterations to its work practices which in turn have an adverse effect on the efficient and productive performance of work.”

“For instance, to the extent that increased employment costs flowing from higher overtime rates for certain shiftworkers has the effect of causing an employer to alter their rostering practices in a way that undermines the efficient and productive performance of work, s. 134(1)(d) does not support

²⁷ Sally Wright and John Buchanan Research Report 6/2013 Award Reliance December 2013 139.

*the grant of the claims”.*²⁸

56. This submission is mere speculation and should be dismissed.

The need to provide additional remuneration

57. Much has been made by the AiG of the Union’s submissions regarding s.134(da).

58. At [88] AiG contend:

*“Under the Award, all employees who perform overtime are already entitled to additional remuneration; that is, they receive an amount more than the base hourly rate prescribed by the Award.”*²⁹

59. While it is correct that the Award currently prescribes a “an amount more than the base hourly rate prescribed by the Award”³⁰ what this submissions fails to acknowledge is the interpretation advocated for by the AiG, and reflected in the Airline Operations Ground Staff Exposure Draft which is that non-continuous shiftworkers could receive less for working overtime compared with ordinary hours on a particular day (Sunday).³¹

60. It is a false comparison to compare the overtime rate to the base hourly rate in circumstances where:

- a. the award permits ordinary hours to be worked on a Sunday;³² and
- b. ordinary hours worked on that day attract a penalty³³.

61. In such circumstances, clearly the comparison should be with the ordinary hourly rate on a particular day.

62. Otherwise, the overtime penalty would be considered to be consistent with s.134(da) even in circumstances where an employee could conceivably work a shift on a Sunday, receive a penalty rate of double time and then when overtime commences, receive a lower penalty.

63. Such an entitlement would be an even further diminution of entitlement for non-

²⁸ [Submissions of the Australian Industry Group of 1 March 2019](#) [83]-[84].

²⁹ Ibid [88].

³⁰ Ibid.

³¹ Ibid [88]-[89].

³² Airline Operations - Ground Staff Award See clause 28.

³³ Ibid clause 30.7.

continuous shiftworkers and is not found anywhere else in the modern awards system.

64. As cited in the AiG submissions at [89] the Full Bench in *Penalty Rates [2017] FWCFB 1001* stated:

“ultimately, however, the issue is whether an award which prescribes a particular penalty rate provides ‘a fair and relevant minimum safety net.’ A central consideration in this regard is whether a particular penalty rate provides employees with ‘fair and relevant compensation for the disutility associated with working at the particular time(s) to which the penalty attaches.”³⁴

65. Applying the above reasoning, it is the submission of the AMWU, that the current award is not consistent with s.134(da). It is self-evident that there is greater disutility associated with working overtime on a Sunday compared with ordinary hours on a Sunday. The AiG does not appear to contend otherwise.

66. Accordingly, the Award at present is not meeting the consideration outlined at s.134(da), to the extent that it is being interpreted in the way set out in the tables in the Exposure Draft – Airline Operations-Ground Staff Award.³⁵

The need to encourage collective bargaining

67. The AiG have made submissions regarding s.134(1)(b). Accordingly, it is necessary to address this consideration.

68. At [77] the AiG contend:

“the Unions’ submissions and evidence highlight that various enterprise agreements require payment for overtime at the rates here sought by the Unions and that one or more the Unions were bargaining representatives for the purposes of those agreements This of itself suggests that the mater here in issue is of importance to the Unions, which, absent its inclusion in the Award, would encourage it and its constituents to engage in enterprise bargaining. To this extent, a decision to dismiss the claim is consistent with

³⁴ *Penalty Rates [2017] FWCFB 1001*

³⁵ Exposure Draft – Airline Operations-Ground Staff Award see Schedule B.

the need to encourage collective bargaining."³⁶

69. To the extent that AMWU Agreements in the Airline Operations industry provide for an entitlement of double time for all shiftworkers, this is a residual entitlement (continuing based on the standard industry entitlement as reflected in the pre-reform entitlements). It is not something that has been won in (or is even necessarily being pursued) in bargaining.

70. The AiG also contend:

*"a continuing rise to the minimum floor of entitlements will... have the effect of discouraging employers from engaging in collective bargaining. Multiple award variations that increase employment costs and impose additional operational constraints are likely to have a cumulative effect, as a result of which there will be less scope for employers to engage in bargaining."*³⁷

71. This submission is without substance. It is well known that collective bargaining has benefits for employers as well as for employees. For example, an employer may seek flexibilities in an enterprise agreement which are not permitted by the award, subject of course to the proposed agreement passing the better off overall test, and otherwise complying with the *Fair Work Act 2009* (Cth).

72. With respect to the submission that *"a more generous safety net will not incentivise employees to engage in enterprise bargaining"* it is unlikely that an increased overtime entitlement for shiftworkers that work non-continuous shiftwork rosters would cause all employees to lose interest in bargaining, in particular for wage increases and other benefits which would likely have a more direct and immediate benefit to a broader class of worker.

73. Similarly, the submission that the fact that the award now contains new entitlements such as clauses dealing with casual conversion and unpaid family and domestic violence leave arising out of Common Issue proceedings as part of the 4-yearly review and that are unlikely to discourage collective bargaining should be dismissed.

74. It is not apparent from AiG's submission why employees would suddenly lose

³⁶ [Submissions of the Australian Industry Group of 1 March 2019](#) [77].

³⁷ *Ibid* [78].

interest in pursuing wage increases and other benefits through enterprise bargaining merely because they have a right to take (for example) unpaid leave due to family and domestic violence.

75. Such a submission should be dismissed.

The AMWU's Alternate Position

76. The AMWU's alternative position outlined a [10] of the January 29 submissions remains an alternative position. The AMWU's primary position is that the Award should be varied to provide an entitlement of double time for all overtime for non-continuous shiftworkers, consistent with the entitlement that subsisted in the pre-reform awards.

77. Furthermore, the AMWU's alternate proposal is addressed at clarifying the existing entitlement. The AMWU does not concede that the entitlement for non-continuous shiftworkers that perform overtime on Sunday is other than double time on the Award as it currently stands.

78. Nonetheless, the AMWU is pleased that Qantas agrees as a matter of principle that it is:

“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 at double time”³⁸

79. However, the AMWU submits, that should its primary position not be accepted, the AMWU's proposed alternative variation should be accepted, rather than Qantas' proposal. This is for the following reasons:

- It would cause less disruption to the overall Award;
- It would bring the clause dealing with specific provisions for shiftwork in line with the equivalent clause in the *Manufacturing and Associated Industries and Occupations Award 2010*;
- It would avoid a further absurdity of the Award being interpreted to provide an entitlement of merely time and a half for the first two hours of

³⁸ [Submissions on Behalf of the Qantas Group 26 February 2019](#)[80].

overtime performed on a public holiday.

80. The AiG has not addressed the AMWU's alternative position directly, but says:

“Any argument by the Unions that the variations they seek are merely “technical and drafting” issues should be dismissed. The variations, if made, would amount to significant and substantive changes to employee entitlements (and by extension, labour costs incurred by employers). So much has already been acknowledged by the Commission.”

81. This is an outrageous submission and mischaracterise what the Commission has actually said in respect to this issue which is merely that the issue will be dealt with as a substantive issue.³⁹

82. There has been no decision by the Commission or a Court concerning the proper construction of clause 30.2, nor has there been a finding that the Ground Staff Award as it currently stands provides for an overtime entitlement for non-continuous shiftworkers working on a Sunday of less than double time.

83. While this is not the case which is currently before the Commission it is worth noting that the absurd interpretation urged by the AiG would require the Commission to find that:

- a. Clause 32.1(a) prevails over clause 30.7(a) despite this meaning that a general clause would be prevailing over a specific clause; and
- b. The word “work” in clause 30.7(a) should be interpreted as meaning “ordinary hours”; despite the fact that such an interpretation would;
- c. lead to an absurd outcome (less remuneration for overtime performed on Sundays compared with ordinary hours).

84. The AMWU respectfully submits that the word “work” is unlikely to even be capable of being construed so narrowly as to mean only “ordinary hours”. Overtime is still “work.”

85. The AiG interpretation should be rejected on this basis alone, and the tables in schedule B of the Ground Staff Award amended accordingly. The AMWU submits this is available without adopting any of the AMWU's proposed variations, however

³⁹ Transcript of proceedings on 2 February 2017 at PN551 – PN554.

for clarity, the AMWU submits that there is nonetheless merit in clarifying this position by inserting the word “all” into clause 30.7(a), given the alternative interpretations of the parties.

Conclusion

86. In conclusion the AMWU urges the Commission to dismiss the Employer parties submissions and restore the Award to the entitlement that subsisted consistently across the industry to provide for an entitlement of double time for all overtime performed by all shiftworkers.

87. Or, in the alternative, to adopt the AMWU’s alternative proposal and amend the tables in Schedule B of the Exposure Draft Airline Operations-Ground Staff Award to confirm the existing entitlement which is that non-continuous shiftworkers receive double time for overtime performed on Sundays.

END

AMWU 22 March 2019

Attachment A

Number	Name of Award	ID Code	Overtime clause (if applicable)
1	Airline Industry (East-West Airlines) Superannuation Award 1988	AP765670	NA
2	Airline Industry (Domestic Operators) Superannuation Award 1986	AP765648	NA
3	Airline Industry (Qantas Airways Limited and Qantas Flight Catering Limited) ALHMWU - Hours of Work - Award 2000	AP768980	NA
4	Airline Industry (Qantas Airways) Superannuation Award 1988	AP765680	NA
5	Airline Officers (Qantas Airways Limited) Award 2000	AP765780	<p>21. OVERTIME</p> <p>21.1 Payment for Working Overtime - Daywork Except as provided in 21.10, clause 22, clause 23 and 29.5, 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>21.2 Payment for Working Overtime - shiftwork</p> <p>21.2.1 Except as provided in 21.10, clause 22, clause 23 and 29.5, all time worked:</p>

Number	Name of Award	ID Code	Overtime clause (if applicable)
			<p>21.2.1 (a) in excess of or outside ordinary hours; or</p> <p>21.2.1 (b) on a shift other than a rostered shift</p> <p>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.</p>
6	Airline Officers (Qantas Staff Credit Union) Award 2000	AP766470	<p>13. OVERTIME</p> <p>13.1 Penalty rates</p> <p>13.1.1 Day workers</p> <p>Except where otherwise provided in this award for all work done outside ordinary hours, the rate of pay will be time and a half for the first two (2) hours and double time thereafter, such double time to continue until completion of the overtime worked.</p> <p>13.1.2 Shift workers</p> <p>13.1.2 (a) All time worked in excess of or outside the ordinary working hours prescribed by clause 15 - Shift work, or on a shift other than a rostered shift, will be paid at the rate of double time except when the time is worked for the purpose of effecting the customary rotation of shifts.</p> <p>13.1.2 (b) Overtime will not be paid when the time is worked by arrangement between the officers themselves, with the approval of the head of the section.</p>
7	AP768838 - Airline Operations - AMWU (Ansett) Award 1999	AP768838	<p>26. OVERTIME</p> <p>26.1 Payment for working overtime</p> <p>26.1.1 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>26.1.2 In computing overtime, each day's work stands alone.</p>
8	Airline Operations - AMWU Technical and Supervisory Staff – Qantas Airways Limited - Award 1999	AP768838	<p>25. OVERTIME</p> <p>25.1 Payment for working overtime</p> <p>25.1.1 Daywork</p> <p>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.</p> <p>25.1.2 Shiftwork</p> <p>All time worked outside ordinary hours or on a shift which is not a rostered shift must be paid for at the rate of double time, except when the time is worked by arrangement between the employees themselves.</p>
9	Airline Operations Australian Airlines Limited Forepersons Award 1999	AP768600	<p>21.5 For all time worked in excess of or outside the ordinary hours on a rostered shift, employees will be paid at the rate of double time calculated on ordinary rate excluding shift allowance.</p>

Number	Name of Award	ID Code	Overtime clause (if applicable)
10	Airline Operations - Flight Attendants' Long Haul - Qantas Airways Limited - Award 2000	AP765517	NA
11	Airline Operations - Licensed Aircraft Engineers - Qantas Airways Limited - Award 2005	AP839983	<p>22. OVERTIME</p> <p>22.1 Payment for working overtime</p> <p>22.1.1 Day work 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.</p> <p>22.1.2 Shift work All time worked outside ordinary hours must be paid for at the rate of double time.</p>
12	Airline Operations - Professional Engineers - Qantas Airways Limited - Award 1999	AP766942	<p>3. OVERTIME</p> <p>23.1 Authorised overtime</p> <p>23.1.1 Subject to 23.3 and clauses 24, in the case of working authorised overtime the following arrangements will apply:</p> <p>23.1.1 (a) the payment of overtime is in accordance with 23.2; or</p> <p>23.1.1 (b) time off in lieu of overtime; or</p> <p>23.1.1 (c) make up time in accordance with clause 24.</p> <p>23.2 Level 1 Professional Engineers</p> <p>23.2.1 Payment for working overtime</p> <p>23.2.1 (a) A Level 1 Professional Engineer must be paid at the rate of time and a half for the first two hours and double time after that.</p> <p>23.2.1 (b) If the Company and an employee agree, the employee may take time off in lieu instead of being paid for overtime. The time in lieu must be calculated at ordinary time rates.</p> <p>23.2.1 (c) Overtime will not be paid unless it is authorised by the Department Manager.</p>
13	Airline Operations - Qantas Flight Attendant Divisional Transfer Award 2004	AP836453	NA
14	Airline Operations - Salaried Staff (Ansett Australia) Award 1998	AP768592	<p>24.1 Payment for working overtime</p> <p>24.1.1 Overtime payment will only apply to employees in Classes 1 - 3 in Clause 18 of this award. All other employees will be granted time off in lieu of overtime in accordance with 24.6.</p> <p>24.1.2 Overtime must be paid at the rate of time and a half.</p>

Number	Name of Award	ID Code	Overtime clause (if applicable)
15	Airline Operations - Salaried Staff - Qantas Information Technology Limited - Award 2003	AP768592	21.1.3 (a) Except as otherwise provided in this award, all time worked by employees, whether full-time or part-time, in Levels 1 to 7 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.
16	Airline Operations - Technical Salaried Staff - Qantas Airways Limited - Award 2005	AP839984	20.2 Payment for working overtime - shift work For all time worked in excess of or outside the ordinary hours of work prescribed in this part, or on a shift other than a rostered shift, shift workers shall; 20.2.1 If employed on continuous shift work, be paid at the rate of double time; or 20.2.2 If employed on other than continuous shift work, be paid at the rate of double time except where the time worked is by arrangement between the officers themselves; or 20.2.3 If employed on other than continuous shift work, and required to continue work on his or her rostered day off, be paid at the rate of double time.
17	Airline Operations (Qantas Airways Limited and National Union of Workers) Hours of Work Award 2000	AP768977	NA
18	AP765516 - Airline Operations (Qantas Airways Limited) Award 1999	AP765516	26.1.2 Shift work: All time worked outside ordinary hours must be paid for at the rate of double time unless: 26.1.2 (a) the time is worked by arrangement between the employees themselves; or 26.1.2 (b) the time is worked for the purpose of effecting the customary rotation of shifts; or 26.1.2 (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; 26.1.2 (d) the employee works make up time in accordance with 25.6 or takes time in lieu in accordance with 26.5. 26.1.3 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
19	Airline Operations (Qantas Airways Limited) Long Service Leave Award 1999	AP765549	NA

Number	Name of Award	ID Code	Overtime clause (if applicable)
20	Airline Operations (Qantas Airways Limited) Shorter Hours Award 2005	AP838870	NA
21	Ansett Airlines of Australia (Pilots) Award 2000	AP765716	NA
22	Australian Air Express Award 2004	AP834590	<p>23.2 Payment for working overtime - Shiftworkers</p> <p>23.2.1 For all time worked in excess of the ordinary working hours prescribed or on more than six shifts in any seven consecutive days or on more than ten shifts in any fourteen consecutive days, shiftworkers shall be paid at the rate of double time except when:</p> <p>23.2.1 (a) the time is worked by arrangement between the employees themselves; or</p> <p>23.2.1 (b) the time is worked for the purpose of effecting the customary rotation of shifts; or</p> <p>23.2.1 (c) such working is due to the fact that the reliever does not come on duty at the proper time; provided that when not less than eight hours' notice has been given to that the reliever shall be absent from work, the unrelieved employee shall be paid at the rate of double time until relieved.</p> <p>23.2.2 Where an employee works his/her ordinary hours in accordance with clause 20.2 overtime is payable for work performed on any day which is beyond the ordinary hours of work for the employee on that day.</p>
23	AP830851 - Australian Airlines ASU Award 2003	AP830851	<p>20.4.2 Monday to Saturday - shift workers only An additional 100%.</p> <p>20.4.3 Sunday - day and shift workers Overtime worked on a Sunday - an additional 100%.</p>
24	Australian Airlines Pilots' Award 2002	AP819199	NA
25	Bristow Helicopter (Aircraft Engineers) Award 2000	AP769476	NA
26	CHC Helicopters (Aircrew/Rescue Crew) Award 2002	AP815272	NA
27	AP818101 - Gate Gourmet Services - Transport	AP818101	<p>8.2 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>

Number	Name of Award	ID Code	Overtime clause (if applicable)
	Workers' - Award 2002		<p>28.2.2 Shiftwork: 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>28.2.2 (a) the time is worked by arrangement between the employees themselves; or</p> <p>28.2.2 (b) the time is worked for the purpose of effecting the customary rotation of shifts; or</p>
28	AP781203 - Flight Attendants (Ansett International) Award 2000	AP781203	<p>25. OVERTIME</p> <p>25.1 Where a Flight Attendant works in excess of twelve hours in any duty, they shall receive in addition to the ordinary rate of pay an additional 100% for all hours worked thereafter.</p> <p>25.2 Where total duty time for a roster period exceeds 120 hours Flight Attendants shall be paid for any additional hours worked at an hourly rate calculated by dividing the annual salaries by 1440.</p>
29	AP781128 - Flight Attendants (Domestic Airlines) Award 1999	AP781128	<p>5.1 Work outside of original rostered hours</p> <p>25.1.1 A Flight Attendant may be required to work outside their original rostered duty in accordance with the provisions of clause 23 – Variation to Rostered Hours of Work.</p> <p>25.1.2 A Flight Attendant drafted on an incentive pay day must be paid at the rate of single time in addition to the normal weekly wage for all hours worked.</p> <p>25.1.3 A roster holder drafted to work outside the original rostered duty must be paid at the rate of single time in addition to the normal weekly wage for all duty performed outside the original rostered duty.</p> <p>25.1.4 A Flight Attendant drafted in accordance with 23.2 to a flight(s) planned to operate into a designated/substitute day off must:</p> <p style="padding-left: 20px;">25.1.4 (a) be paid double time for a minimum of 4 hours for any time worked on the designated/substitute day off or, if more than 4 hours is worked on the designated/substitute day off, the Flight Attendant must be paid double time for such longer period as is actually worked on the designated/substitute day off; and</p> <p style="padding-left: 20px;">25.1.4 (b) receive a substitute day off</p> <p>25.1.5 If a Flight Attendants' tour of duty extends beyond 2359 hours into a designated day off, the Flight Attendant:</p> <p style="padding-left: 20px;">25.1.5 (a) must be paid the rate of double time from midnight for the period worked; and</p> <p style="padding-left: 20px;">25.1.5 (b) must be free of duty for the remainder of that designated day off and</p> <p style="padding-left: 20px;">25.1.5 (c) must be given a substitute day off</p> <p>25.1.6 A Flight Attendant drafted to duty on a designated/substitute day off must:</p> <p style="padding-left: 20px;">25.1.6 (a) be paid at double time for 8 hours or, if more than 8 hours is worked, the Flight Attendant must be paid at double time for such longer period as is actually worked; and</p> <p style="padding-left: 20px;">25.1.6 (b) receive a substitute day off.</p>
30	Flight Attendants' (Regional Airlines and Charter Operators) Award 1999	AP781148	NA

Number	Name of Award	ID Code	Overtime clause (if applicable)
31	AP818229 - Flight Attendants' Association of Australia Australian Airlines Award 2002	AP818229	20. OVERTIME Cabin crew who work in excess of 12 hours to a maximum of 14 hours in any duty, shall receive in addition to the ordinary rate of pay specified 13.1, an additional 100% for all hours worked thereafter. Where cabin crew work more than 14 hours in any duty, the crew member will receive in addition to the ordinary rate of pay in specified in 13.1, an additional 150% for hours worked thereafter.
32	Flight West Airlines Flight Attendants' Award 2000	AP818229	NA
33	International Air Transport Association (Airline Industry) Award 2000	AP785143	19.1 Payment for working overtime – day work Except as provided in clauses 20, 21 and 27.5, 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. 19.2 Payment for working overtime - shift work 19.2.1 All time worked in excess of or outside the ordinary hours prescribed by 17.3 or on a shift other than a rostered shift, must be paid at the rate of double time except when the time is worked for the purpose of affecting the customary rotation of shifts. 19.2.2 Overtime shall not be paid when the time is worked by arrangement between the employees themselves, with the approval of the head of the section.
34	AP786998 - Licenced Aircraft Engineers' (Ansett Australia Ltd) Award 1995	AP786998	Overtime Penalty rates Day workers (a)(i) 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. Shift workers (ii) For all time worked outside ordinary hours the overtime rate shall be double time.
35	Liquor Industries - Aircraft In-flight and General Catering - Gate Gourmet Services Pty Ltd - Award 1999	AP787748	26.1 An employee must be paid at the rate of double time for all time worked by a shift worker in excess of or outside the ordinary working hours prescribed by this clause or on a shift other than a rostered shift, excepting where: 26.1.1 the time is worked by arrangement between the employees themselves; or 26.1.2 the time is worked for the purpose of effecting the customary rotation of shifts; or

Number	Name of Award	ID Code	Overtime clause (if applicable)												
			26.1.3 such working is due to the fact that the relief employee does not come on duty at the proper time. However, when not less than eight hours' notice has been given to the employer by the relief employee that they will be absent from work the unrelieved employee must be paid at the rate of double time until relieved.												
36	AP787042 - Liquor Industries (Caterair Airport Services) Award 2000	AP787748	<p>23. OVERTIME - SHIFTWORK</p> <p>23.1 An employee must be paid at the rate of double time for all time worked as a shiftworker in excess of or outside the ordinary working hours prescribed by this clause or on a shift other than a rostered shift, except where:</p> <p>23.1.1 The time is worked by arrangement between the employees themselves; or</p> <p>23.1.2 The time is worked for the purpose of effecting the customary rotation of shifts; or</p> <p>23.1.2 (a) Such working is due to the fact that the relief employee does not come on duty at the proper time.</p>												
37	National Jet Systems Pilots' Award 2002	AP787042	<p>The overtime rate per flight hour for pilots will be:</p> <table border="0" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: left;">Aircraft type</th> <th style="text-align: center;">Captain</th> <th style="text-align: center;">First officer</th> </tr> </thead> <tbody> <tr> <td></td> <td style="text-align: center;">\$</td> <td style="text-align: center;">\$</td> </tr> <tr> <td style="text-align: center;">BAe146</td> <td style="text-align: center;">165</td> <td style="text-align: center;">102</td> </tr> <tr> <td style="text-align: center;">DHC 8</td> <td style="text-align: center;">92</td> <td style="text-align: center;">52</td> </tr> </tbody> </table>	Aircraft type	Captain	First officer		\$	\$	BAe146	165	102	DHC 8	92	52
Aircraft type	Captain	First officer													
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38	AP790949 - National Jet Systems Pty Limited Airline Division Flight Attendants' Award 1999	AP820003	<p>5. OVERTIME</p> <p>25.1 Daily overtime</p> <p>25.1.1 Overtime will be accrued on a daily basis and paid or credited monthly.</p> <p>25.1.2 For all time worked in excess of eight and up to ten hours a Flight Attendant must be paid time and a half in addition to normal base rate of pay.</p> <p>25.1.3 For all time worked in excess of ten hours a Flight Attendant must be paid double time in addition to normal base rate of pay.</p> <p>25.1.4 the employer may elect to accrue time off in lieu of payment for overtime to the extent of a maximum of 30 hours. Such time off in lieu will be taken at a mutually convenient time and calculated at a rate of six hours per day.</p>												
39	Pearl Aviation Aircraft Engineers' Award 2004	AP833810	<p>16.2 Day workers</p> <p>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>16.3 Shift workers</p>												

Number	Name of Award	ID Code	Overtime clause (if applicable)
			For all time worked outside ordinary hours the overtime rate shall be double time.
40	Qantas Shorthaul Pilots' Award, 2000	AP805947	NA
41	Qantas Technical Aircrew (Long Haul) Award 2000	AP805958	NA
42	Skywest Airlines Pty Ltd Aircraft Engineers' Award 2001	AP806871	<p>17.1 Penalty rates</p> <p>For the purposes of calculating overtime, the ordinary time hourly rates will be determined by dividing the appropriate weekly rate by 38.</p> <p>17.2 Day workers</p> <p>For all time worked outside ordinary hours, the overtime rate will be time and a half for the first two hours and double time thereafter.</p> <p>17.3 Shift workers</p> <p>For all time worked outside ordinary hours the overtime rate of pay will be double time.</p>
43	Skywest Airlines Pty Ltd Flight Attendants Award 1999	AP796297	NA
44	AP799633 - Transport Workers (Caterair Airport Services) Award 1999	AP799633	<p>29.2 Payment for working overtime</p> <p>29.2.1 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>29.2.2 Shiftwork: 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>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 employer and the employee whom he or she was to relieve at least 8 hours' notice of his/her intended absence from work.</p>
45	AP828612 - Transport	AP828612	<p>28.2 Payment for working overtime</p> <p>28.2.1 Day work</p>

Number	Name of Award	ID Code	Overtime clause (if applicable)
	Workers' (Virgin Tech) Award 2003		<p>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>28.2.2 (a) the work was not authorised in advance; or 28.2.2 (b) the time is worked for the purpose of effecting the customary rotation of shifts. Except as provided in 28.3 and 28.4 in computing overtime, each days work stands alone.</p>
46	Travel Industries Automated Systems Pty Limited (T.I.A.S.) Award 1998	AP799655	<p>6.3.1 Payment for Working Overtime</p> <p>6.3.1 (a) Except as provided for in 6.3.1(f), 6.3.6 and 6.3.7, for all work done outside ordinary hours on any day (as defined in 6.1.1) the overtime rates of pay are time and a half for the first two hours and double time thereafter until the completion of the overtime work.</p>
47	United Airlines Maintenance Staff Interim Enterprise Award 1999	AP801606	NA

Attachment B

Name of Agreement	Nominal Expiry Date	AE Code	Overtime Clause	Double Time for Shiftworkers	Award Incorporated
AIRFLITE PEARCE - AEROSPACE MAINTENANCE	1 December 2020	AE428213	<p>22.1 Continuous and Non-Continuous Shift Workers The Overtime provisions of the Incorporated Award will be altered whereby Employees classified as Continuous and Non-Continuous Shift</p>	Yes	Yes

Name of Agreement	Nominal Expiry Date	AE Code	Overtime Clause	Double Time for Shiftworkers	Award Incorporated
ENTERPRISE AGREEMENT 2017 - 2020			<p>Workers will be paid double time for all Overtime performed. All other conditions of the Incorporated Award prevail.</p> <p>22.2 Saturday Work The Overtime provisions of the Incorporated Award will be altered whereby Employees required to work overtime on Saturdays shall be paid for a minimum of three hours work at double time. The double time is to be paid until the Employee is relieved from duty.</p> <p>22.3 Public Holiday Work The Overtime provisions of the Incorporated Award will be altered whereby Employees i.e. Day Workers, Non-Continuous Shift Workers and Continuous Shift Workers will be paid penalty rates for hours worked on Public Holidays that have a net effect of triple time when combined with the standard Overtime rates. The triple time payment is made up of double time for hours worked plus the single time for normal public holiday. The minimum number of hours paid for hours worked on a Public Holiday shall be four hours and is to be paid for all hours worked until the Employee is relieved from duty.</p>		
CHC HELICOPTERS (AUSTRALIA) AMWU & ALAEA AIRCRAFT ENGINEERS ENTERPRISE AGREEMENT 2012-2015	31 August 2015	AE401966	<p>28.1. Fixed Base Employees Entitlement An Employee other than a Senior Base Engineer will be entitled to overtime when:</p> <ul style="list-style-type: none"> (a) the Employee works on a rostered day off; or (b) the Employee is required to work in excess of his or her rostered daily Standard Hours of duty or \ a particular day on which he or she was rostered for Standard Hours. <p>Payment and Taking of Overtime (a) If the overtime arises from working on a rostered day off, the Employee may choose either to be paid overtime or to take time off In-lieu in accordance with this clause,</p> <ul style="list-style-type: none"> (i) If the Employee chooses to be paid overtime, the Employee's rostered day off will be deemed to have been taken and the time worked will be paid in accordance with one of the following: 	Set overtime rates for all employees – refer schedule 1	Yes

Name of Agreement	Nominal Expiry Date	AE Code	Overtime Clause	Double Time for Shiftworkers	Award Incorporated
			<p>1. Home Base Hourly Rate - if the overtime work occurs at the Employee's Home Base - the hourly rate for overtime shown in Schedule 1A with a minimum payment of four (4) hours; or</p> <p>2. Home Base Daily Rate- if the overtime work occurs at the Employee's Home Base - the daily rate at Home Base shown in Schedule 1A shall apply only when overtime worked is (4) hours or more; or</p> <p>3. Away from Home Daily Rate - if the overtime work occurs other than at the Employee's Home Base- the flat daily rate for Away from Home Base in Schedule 1A shall apply regardless of the time worked for each day away which includes an overnight away from Home Base.</p> <p>(ii) If the Employee chooses to take time off in lieu, the Employee's rostered day off will be deemed not to have been taken, and in addition the Employee will be credited with an equivalent amount of time off to that actually worked (i.e. time for time) - with a minimum credit of four (4) hours and to a maximum credit of one (1) day, to be taken at a time mutually agreed between the Employee and the Company.</p> <p>(b) If the overtime arises because the Employee is required to work in excess of his or her rostered daily ordinary hours of duty on a particular day on which he or she was rostered for ordinary hours, the Employee will be entitled to overtime at the hourly rate in Schedule 1A.</p> <p>Recall Allowance- Fixed Base Employee A Fixed Based Employee (other than a Senior Base Engineer) recalled for duty after finishing work will be entitled to receive a minimum of four (4) hours paid at the hourly overtime rate in Schedule 1.</p> <p>28.2. Touring Employees and Touring Senior Base Engineers Entitlement (a) A Touring Employee or Touring Senior Base Engineer is entitled to overtime when the Employee is required by the Company to extend his or her rostered on cycle arising from subclause 26.4.3, or otherwise works on a rostered day off. The Employee will be entitled to be paid a Casual Day in line with Schedule 1A. (b) Touring employees will be paid overtime for any hours worked in excess of 160 hours per 15 day tour or pro rata thereof. Only actual hours</p>		

Name of Agreement	Nominal Expiry Date	AE Code	Overtime Clause	Double Time for Shiftworkers	Award Incorporated
			<p>worked whilst on tour will accumulate for the period of the tour. For travel periods a maximum of 10.6 hours a day only will be permitted for travel to and travel from days. For the purposes of calculating overtime, Standby is not considered duty. Duty does not include break periods such as lunch or periods off during Split shift.</p> <p>Payment and Taking of Overtime</p> <p>(a) A Touring Employee or Touring Senior Base Engineer who is entitled to overtime as per 28.2(b) may choose either to be paid overtime or to take time off in lieu in accordance with this clause.</p> <p>(i) If the Employee chooses to be paid overtime, the Employee will be paid in accordance with Schedule 1A Home base Hourly rate.</p> <p>(b) If the Employee chooses to take time off in lieu, a total of 10.6 hours will be calculated for one (1) day off.</p>		
EASTERN AUSTRALIA AIRLINES PTY LTD AIRCRAFT MAINTENANCE ENGINEERS & TRADE ASSISTANTS ENTERPRISE AGREEMENT 2016	31 December 2020	AE424350	<p>12.2 Penalty Rates - Day workers</p> <p>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 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>	Yes	No
HAWKER PACIFIC PTY LTD, EAST SALE MAINTENANCE REPAIR AND OVERHAUL OPERATIONS ENTERPRISE AGREEMENT 2015/2019	30 September 2019	AE421213	<p>36.2 Hours worked in excess of the ordinary hours Monday to Friday (or Saturday where permitted under Clause 30.3) will be overtime and be paid at the rate of one and one half times the ordinary hours hourly rate for the first two hours and double the ordinary hours hourly rate thereafter.</p>	No	No
HAWKER PACIFIC PTY LTD, PC-21 (PEARCE) PROGRAM (PC-21 PROGRAM) PART 145 MAINTENANCE ORGANISATION (MAINT ORG) ENTERPRISE AGREEMENT 2018 - 2022	30 March 2022	AE500434	<p>31.2 Hours worked in excess of the ordinary hours Monday to Friday will be paid at the rate of one and one half times the ordinary hours hourly rate for the first two hours and double the ordinary hours hourly rate thereafter.</p>	No	No

Name of Agreement	Nominal Expiry Date	AE Code	Overtime Clause	Double Time for Shiftworkers	Award Incorporated
QANTAS AIRWAYS LIMITED (AWU, AMWU, CEPU) ENTERPRISE AGREEMENT 10	30 June 2020	AE428974	<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 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.</p> <p>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>	Yes	No
QANTAS AIRWAYS LIMITED (AWU, AMWU, CEPU) BRISBANE BASE MAINTENANCE AGREEMENT 5	30 June 2020	AE429005	<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>	Yes	No

Name of Agreement	Nominal Expiry Date	AE Code	Overtime Clause	Double Time for Shiftworkers	Award Incorporated
			<p>26.2.2 Shift work: Subject to clauses 25.6 and 26.6, all time worked outside ordinary hours must be paid for at the rate of double time unless the time is worked by arrangement between the employees themselves.</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 for the purpose of effecting the customary rotation of shifts; or</p> <p>26.2.3 (b) 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;</p> <p>26.2.3 (c) 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> <p>26.6.4 Pending Qantas' approval, any hours accrued may be voluntarily taken off at normal rates of pay including shift penalties</p>		

88.