

VIC/TAS BRANCH
TWU
EVERY TRANSPORT WORKER COUNTS

18 August 2017

TWU JETSTAR CABIN CREW TWU EBA INFORMATION 2017

Changes to your agreement. What does this mean to you?

1. **Clause 4 – Period of operation**

Jetstar are pushing for a 4 year agreement. Whilst this may seem ok, remember that we are working in a fast paced work environment, where things change on a continual basis. The TWU consistently ask for 3 year terms, so that if changes occur, we can get back to the table sooner rather than having to wait. Also, something to think about, we already had to wait 2 years for our bonuses until we signed an 18 month pay freeze, imagine having to wait 3 years... is that fair?

2. **Clause 16.2 - Overpayments**

Jetstar have introduced a clause where by if you have been overpaid for whatever reason, should you not come to an agreement with how to pay the overpayment back, then they can take up-to 30% of your wage until the overpayment has been paid back.

In the past, some crew have had an overpayment over months or years, totaling in the range of thousands of dollars, through no fault of their own. The current EBA means that the crew member can pay back an amount which is agreed upon by both parties. However introducing this new clause means that if both parties do not agree to an amount, Jetstar will take up-to 30% anyway.

Example. Crew member owes \$2000.

Fortnightly base rate is 64.62 hours x \$36 (base hourly wage) = \$2326

Jetstar can take 30% which is \$697, leaving the employee with \$1629 BEFORE tax is taken out for the fortnight. This will continue until the overpayment is paid back. Based on this amount, it would take you 3 pays to pay this amount back, therefore you will be left with \$1629 BEFORE TAX, for 3 straight pays.

The TWU does not accept that 30% is an acceptable amount to take from the employee through no fault of their own. Everyone has their own circumstances, and some may not be able to afford to pay back the amount Jetstar require, meaning that if an agreement can not be made, therefore reverting to the new clause of them taking 30%.

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3. **Clause 17.2 - Training allowances**

Jetstar want to change the way they pay both Leader on Board and Ground Training. What does this mean?

Instead of getting paid the 7.5% for LOB or 11% for ground training per fortnight, you will get an allowance per day. This rate is \$75 per day for both LOB and GT. While this looks better on the eye, this is a massive cost saving to Jetstar. How?

Jetstar have trained nearly all of their Cabin Managers to be a LOB trainer. This means that the chances of you training, compared to the past is smaller. Why? Because there are more trainers, it means distributing the trainees amongst everyone. Sometimes you will get rostered training, and some months you wont, although there have been ground schools out online. Wait for it, you then get given a training duty because someone has gone sick, there you go, there is 7.5% or \$175 for the fortnight for 1 training day. Or under the new system \$75.

You will need to complete 3 training days in the fortnight to achieve \$175 or more, which is the 7.5% under the current agreement.

Short term, the \$75 per day looks great, in the long term you're out of pocket. Go back and look at your roster history, and see how many times you have trained more than 3 times in a fortnight, and weigh it up yourself.

4. **Clause 17.6 - Back of the clock allowance**

The definition of BOC allowance states that any rostered duty to terminate between the hours of 0100 and 0700 constitutes a BOC. Jetstar say that a duty rostered to sign off at 0100 (BNE duty which was BNE TSV) does not constitute a BOC allowance, despite it finishing between the hours of 0100 and 0700. Jetstar refuse to consider this a BOC, something we pushed for and Jetstar would not budge.

5. **Clause 17.8 - Passports**

Jetstar have had to incorporate this into the agreement as the current modern award states that they have to. This was not given to crew, it is a requirement as per the National Employment Standard. Every Cabin Crew agreement that does not have this clause in their current agreement will have this added to their agreement moving forward, whereby it is not a negotiating tool, it must be added.

Remember tho, you only get a passport every 10 years, so don't fall for this one. Passport cost of \$400 over 10 years, that's \$40 per year.

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6. **Clause 20.2 - Part time Part 1 N5**

Jetstar have changed the rostered hours to between 60-70 hours from 65-75 hours. They will roster you between 60-70, BUT you will still be paid for 65 hours. This was to assist their rostering. We agreed to this change, as there was no disadvantage to crew, as you will be paid for 5 hours you may not be rostered.

7. **Clause 20.3 - Part time Part 2 N5**

A New Part Time agreement. Anyone moving forward will be working under these conditions. This is different to Part 1, as you no longer nominate what you can work, you have 5 roster requests only. This means that the flexibility compared to Part 1 is less, but gives Jetstar more flexibility. The TWU declined this as we requested to remove this claim, and we want all future part time positions to be on the N5 Part 1. This new part time gives Jetstar ultimate flexibility, when they have given nothing up in return.

There is no longer incentive pay, any hours worked in addition to the monthly maximum of 70 hours, in single time pay rate.

Another note that, should you have more than 10 weeks annual leave accrued, you will be forced to either cash it out or use this leave prior to being accepted for a part time position.

Also to note, they have said 12 positions per year for 4 years. This means that there are 48 positions available. All new positions will be offered on the new N5 P2 clauses.

8. **Clause 29 - Reassignable**

Jetstar have not attempted to discuss the reassignable clause. The TWU believe that crew who have been displaced from their rostered duty should be made reassignable. Once the reassignable span commences then they can be allocated a duty.

Jetstar are currently allocating other duties or airport stand by duties at the commencement of the RAS span, meaning the 2 hour call out is not achieved. We stand firm on our position of RAS, however got nowhere in this current round of negotiations, even though we advised that this was a sore spot for cabin crew currently.

9. **Clause 31 - Operational Stability**

Jetstar do not want the TWU to represent their members when it comes to dispensations. Their reason – we don't want to deal with two unions. Tough. Members of the TWU do not want representatives of the FAAA to speak on behalf of them. We will not allow another association to speak or give dispensations on behalf of you. The FAAA grant every dispensation Jetstar ask for, and this needs to STOP!

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10. Clause 37 - Tour extending into a day off

Jetstar are playing the game that if you are on a LIVE day followed by a rostered day off and they allocate you a duty which is ROSTERED (not delayed) into a day off, they are not honoring a day off payment. WHY? Because you are "extending into a day off". This is not the case, nor has it ever been the case.

If you are ROSTERED to work into a day off, you will be paid a WDO payment. We have had enough of Jetstar continually trying to take money out of the pockets of cabin crew.

Example –

01 JAN LIVE 0900/2100

02 JAN Day off

Jetstar allocate you a 1600 MEL CNS MEL 0020. This is rostered 20 minutes into your day off, therefore a WDO should be paid. Jetstar say no.

01 JAN LIVE 0900/2100

02 JAN Day off

Jetstar allocate you a 1500 MEL TSV MEL 2330, and then you are DELAYED to 0030. A WDO payment is not required to be paid as you were ROSTERED to sign off before 0000, but delayed past 0000, therefore the 'extending into a day off' clause applies, meaning you are paid double time for a minimum of 1 hour, or until sign off before 0300.

We will continue to fight this.

11. Clause 43 - Working on a day off

We have changed the way that day off payments are paid. Now you are paid for hours rather than sectors. So you are paid for your time, rather than sectors. Some long flights e.g. OOL PER OOL are 2 sectors but 11 hours. Now you will be paid \$400 for this duty rather than \$300 from the current agreement.

12. Clause 44 - Call in procedures

Jetstar have taken the table from the EBA and this means there is no definite call out table in the EBA. We are not happy with this as by moving this table, means no support should Jetstar change the call out procedure down the track. Currently if the call out procedure is not followed, the crew member is paid LIVE rates for the duty missed. Now, by not having this table in place, should we take this to fair work, don't have a leg to stand on, as it is not in any agreement.

'A call out procedure will be followed' – that may be so but it's not in our agreement, therefore contesting this in Fair Work will not be possible as this doesn't reflect an agreed call out.

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We MUST NOT take this table out of our agreement! Jetstar refused to put the table back in for obvious reasons.

13. Clause 46 - Airport reserve

Jetstar have added that crew members are required to do their courses on airport reserve where able to. This is fair and reasonable, as you are doing their courses in their time, not your own.

14. Clause 49 - Crew meals

Jetstar refused to give an allowance for crew meals, stating that it would be too expensive to give money to crew, without a care in the world on how much waste is currently occurring.

15. Clause 50.8 - Direction to take annual leave

Currently we have to take 42 days (6 weeks) in a 2 year period. As long as you take your 42 days, then you will not be forced on leave.

Jetstar now want to force anyone on leave, who has in excess of 10 weeks of leave. Many part time crew will have more than 10 weeks as when they went from full time to part time, their leave balances doubled. This means that anyone who has more than 10 weeks will be forced on leave, more than likely during times they will not want it, in low seasons. We all know how hard it is to get leave now as it is, imagine what leave you will get forced on. You have worked hard for the leave, you take it when you want to take it!

Remember, changing this clause means they will never change it back. Our current forced leave clause is fair, and flexible. Amending this clause gives Jetstar more flexibility moving forward and hurts our leave balances.

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Small changes to the EBA have been made, changes to wording that does not change the clause or working conditions, rather to update the agreement to include the TWU, or changes to Fair Work Commission rulings or standards.

Clause 2: a table of contents has been included.

- *Clause 3: in the definition of the Association there has been an inclusion of 'National Division'.*
- *Clause 6: removal of provision which refers to Protected Award Conditions. They applied under the Workplace Relations Act but do not apply under the Fair Work Act.*
- *Clause 13.5: inclusion of the word 'the'.*
- *Clause 20: change of heading as the clause applies to all categories of employment.*
- *Clause 35: internal clause references have been changed so clause also refers to appendices for clarity.*
- *Clause 50.1(b): removal of wording 'on a pro rate basis'. Brings wording in line with Fair Work Act.*
- *Clause 50.4(c): included the reference to 6.46 hours for consistency and to ensure it is easy to understand. Six hours and 28 minutes equates to 6.46.*
- *Clause 50.8(a)(iii): as agreed, included that the eight weeks' notice will be 'in writing'.*
- *Clause 51.1(c): a day equates to 6.46 hours. Therefore where employee becomes unfit mid duty they will be paid 3.23 hours (6.46/2). Clause has been updated.*
- *Clause 51.1(g): inclusion of 'Territory'.*
- *Clause 54: Parental leave. Wording has been updated to ensure consistency with policy and legislation.*
- *Appendices: inclusion of numbering for each table. Appendix references in document have been changed to refer to relevant table.*
- *Signatory pages: reference to the Association and the Union.*



Victorian / Tasmanian Branch

Contact Union Organiser Dissio Markos on 0411 221 611 for further information.

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