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Flight Centre requirements unpaid overtime: FSU

The FSU has today called on finance workers at Flight Centre subsidiary Travel Money Oz to join the union and register their interest in pursuing backpay, as it heads to FWC conciliation over its claim that the employer is directing members to perform daily unpaid overtime.

As part of a dispute notification lodged on Thursday, the FSU accuses Flight Centre Travel Group subsidiary Travel Money Oz of requiring employees to perform 15 minutes of unpaid work prior to their shift starting to open its stores.

Claiming that Travel Money Oz also requires employees to attend without pay its after-hours quarterly "buzz night" staff meetings, the FSU this week told *Workplace Express* it is seeking compensation worth at least a fortnight's pay per affected member.

FSU national assistant Nathan Rees says members first raised the overtime issue with local managers in September last year when the requirement allegedly began.

With Travel Money Oz employing about 400 employees nationally, Rees says total compensation "would be about the size of a fortnight's pay run at a minimum (that's based on 15mins/day at time and half) but likely much more".

Rees alleges the employer characterised the unpaid overtime as "reasonable additional hours" and represented it as being approved by the FSU.

He also claims that Travel Money Oz in January told the union it would adopt a new pay system that they "thought would address all our concerns", however he says the issue remains outstanding.

Rees says that if FWC conciliation is unsuccessful and the parties consent to arbitration, the union will seek an order requiring Travel Money Oz to pay workers for pre-shift duties and for meetings and training scheduled outside of their ordinary hours.

"You don't work for free," Rees says.

Today the FSU asked visitors to its [website](#) "How much money does Travel Money OZ owe you?"

09/10/2018 Urging Travel Money Oz workers to "sign up to register for back payment" and join the FSU today and register your interest in pursuing backpay", the union says it lodged the FWC dispute "to ensure you're getting paid for all the hours you work, including opening/closing the store and buzz nights".

A Flight Centre spokesperson told *Workplace Express* that "the FSU has not notified us of any dispute, as it is required to do".

"In any case, we don't ask our people to be there 15 minutes before shifts.

"We only ask that they be ready to serve customers at open of trade.

"If they are asked to attend meetings before their shops open, they are paid."

AWU raids trial pushed back to 2019

The trial over the media tip-offs before last year's AFP raids on the AWU has been delayed until next February.

Justice Mordy Bromberg issued orders on Friday for a five-day trial starting on February 11, with the latest delay attributed to matching the availability of the parties with the Federal Court schedule.

The AFP conducted the raids on AWU offices in Sydney and Melbourne in October 2017 at the request of the ROC, which is investigating donations by the union made about a decade ago (see Related Article).

The AWU is seeking to quash the ROC investigation and to have documents returned.

The court was told on August 21 that the AFP sent a full brief of evidence to the Commonwealth DPP about possible charges over media leaks about the raids (see Related Article).

The court is due to hear an update on the AFP investigation on a date foreshadowed as being later this month.

Bench rejects review of controversial three-worker deal

Broadspectrum's tenacious attempts to win approval for a deal voted up in 2016 by three workers has hit another wall, a Full Federal Court declining to review its rejection by a senior FWC member early last year.

Approved in the first instance – Commissioner Bernie Riordan saying he could find no evidence it was a "sham" (see Related Article) – the company's *Justice Business Unit Enterprise Agreement 2016* was subsequently quashed by an FWC full bench early last year and remitted to Deputy President John Kovacic for rehearing.

The deputy president in March last year rejected the deal, an FWC full bench five months later refusing Broadspectrum's leave to appeal his decision.

In the latest ruling on the company's bid for a judicial review, the Full Federal Court noted that the alleged jurisdictional error was that, in assessing whether the agreement had been "genuinely agreed to" by employees covered by it, the deputy president had wrongly taken into account that those who voted it up *weren't* covered by the deal.

"By its oral submissions, Broadspectrum described the nature of the jurisdictional error as a misunderstanding of the nature of the opinion which the Deputy President was obliged to form," said the bench.

"In our view, Broadspectrum's contentions misconstrue the nature and content of the statutory task required of the FWC by s186(2)(a).

"The Deputy President considered whether the three employees who voted to approve the agreement were covered by [it] and concluded that they, as well as the fourth employee (who did not vote), were not.

"That consideration was relevant to the statutory task required of the Deputy President and, the taking of that consideration into account, involved no misunderstanding of the nature of the opinion that the Deputy President was required to form."

The bench observed that Deputy President Kovacic didn't confine his assessment to whether the employees were actually performing the work covered by the deal when they voted on it.

"He considered the purpose of those employments and did so by reference to the likelihood that at a later time the employees would transition into performing work that was regulated by the agreement.

"A fair reading of [35] of the Deputy President's reasons suggests that, despite his finding that the employees were not performing work regulated by the agreement at the time of its making, if the principal purpose of those employments at the time the agreement was made was the performance of such work, the Deputy President would have held that the employees were covered by [it]."

[Broadspectrum \(Australia\) Pty Ltd v United Voice \[2018\] FCAFC 139 \(27 August 2018\)](#)

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