

Flight Centre closes EOIs today

Your ASU wrote to Flight Centre (FCTG) about placing untenable conditions on your entitlement to a redundancy. A copy of our letter to Victoria Harris is attached to this Bulletin.

ASU may dispute Flight Centre's approach

Flight Centre have not responded to our letter (copy attached). Instead, the Company wrote to you again to reiterate a very questionable ultimatum. They have said:

...if you do not express interest in a role without a valid reason ...a resignation may apply.

Flight Centre also have also said:

...[FCTG] reserves the right to appoint you into any available position that would be deemed reasonable ...if you then decline this appointment then this will be taken as a resignation.

An employee is not required to accept absolutely anything that their employer offers them to mitigate the effect of a redundancy and satisfy the obligation to consult with you about your views – it's negotiable, especially if a new offer of employment could cause a substantial reduction of the terms and conditions that you enjoyed in your previous position.

To offer you anything less than your redundancy entitlements under threat of termination is a very serious matter. Employers who try to prevent employees from exercising their workplace rights can face hefty financial penalties.

If you believe that Flight Centre is not allowing you to exercise your rights, or you are not happy with their decision contact your ASU Organiser.

Respond to the EOI

The ASU has suggested some responses to the EOI that might be appropriate for your circumstances. You could choose either of the following scenarios that may apply to you:

SCENARIO 1

If you only want a permanent role and would otherwise take a redundancy:

"I have been employed at STORE and would like to continue working with Flight Centre at any of the following STORES, otherwise I would prefer a redundancy."

SCENARIO 2

If you aren't successful with a permanent role but would accept redeployment to a maximum term temporary role and continue to collect JobKeeper:

"I have been employed at STORE and would like to continue working with Flight Centre at any of the following STORES, otherwise I would accept a temporary role."

EOIs close today. If FCTG proceed to deem you 'resigned' not redundant – contact your local ASU Organiser.

ASU Organisers:

State	ASU Contact	Contact #
QLD	Together Branch	1800 177 244
VIC	John Weber	0448 510 562
NSW	Amanda Perkins	0423 882 454
TAS	Karen Tantari	0459 228 612
WA	Yvonne Klaa	0417 969 767
SA/NT	Lovisa Muyderman	08 8363 1322

File/Our Ref: 77.500 JK
Your Ref:
Please quote in reply



By your side

Friday 9th October 2020

Victoria Harris
National HR Leader – Australia
victoria_harris@flightcentre.com

Dear Victoria,

Re: Termination of Employment

We refer to correspondence that Flight Centre Travel Group ('the FCTG') sent to employees covered by the Flight Centre Enterprise Agreement 2018 ('the Agreement') on 30 September 2020, as well as the Leader Session at 10:30am on Thursday, 1 October 2020 (AEST). We also refer to our meeting on Wednesday, 7 October 2020.

Major Change Decision

In the 30 September correspondence sent to its employees, FCTG provided notice that a definite decision to introduce major change had been made. At the Leader Session following the notice, FCTG commenced consultation with its employees. FCTG confirmed that "all positions had been made vacant" and all staff would be sent an Expression of Interest ('the EOI') to apply for a new role within a restructured retail store structure.

FCTG also gave its employees an ultimatum to respond to the EOI or risk of being deemed resigned. The FAQs document attached to its letter to each employee states:

You are welcome to apply for full time or part time roles that meet your personal circumstances, but you **MUST** complete an EOI for your current role type (at your preferred location and FTE).

If an employee does not respond to the EOI, FCTG says they have grounds to deem the employee resigned and terminate the employee without paying the employee their redundancy entitlements.

At the meeting last Wednesday, FCTG clarified a number of matters about the EOI process. The most significant matters to the ASU were that FCTG intends to assess each EOI based on the applicant's performance and then notify each applicant whether their EOI was successful by an offer of direct appointment. FCTG also confirmed that any employee who submitted an unsuccessful EOI process would be contacted to complete the redundancy process, including potentially being offered temporary redeployment to a part time position for a maximum of 6 months.

We also discussed the issue of deeming an employee resigned if they do not submit an EOI. Following the meeting on Wednesday, the ASU formed the view that the only way that FCTG could

deem an employee resigned under the Agreement is if they categorise the failure to submit an EOI as either 'serious misconduct' or 'renunciation of their employment contract'.

The ASU believes that either of the afore mentioned grounds for terminating the employee without notice, would be untenable.

Serious Misconduct

The Agreement provides for termination without notice 'for reasons including serious misconduct' at clause 28.3. The Agreement also affirms that Reg 1.07 of the *Fair Work Regulations 2009* (Cth) prescribes the meaning of 'serious misconduct'.

The ASU believes that a failure to submit an EOI would not meet that threshold.

Abandonment of Employment

Clause 28.4 of the Agreement provides that FCTG may deem that an employee has renounced their contract of employment through conduct amounting to abandonment of employment and prescribes the conduct as absences from work for 'continuous periods of 3 working days, without the consent of the Company and without good cause'.

The ASU notifies FCTG that a failure to submit an EOI does not constitute an unauthorised absence from work for the purposes of satisfying the Agreement provisions.

Dispute Notification

For the reasons outlined in this letter, should FCTG continue to press the view that they can deem an employee who fails to submit an EOI as having resigned, we will be in dispute.

We look forward to your response by email to jknight@asu.asn.au by COB on Monday, 12 October 2020. Please contact me on 0419 593 396 to discuss anything further.

Finally, we reserve our rights under the Agreement and the *Fair Work Act 2009* (Cth) to initiate proceedings in an appropriate jurisdiction if we are not satisfied with your response.

Yours sincerely



Joanne Knight
NATIONAL INDUSTRIAL OFFICER

Tel: +61 2 9342 1400
Mobile: 0419 593 396
E-mail: jknight@asu.asn.au