



## DECISION

*Fair Work Act 2009*

s.185 - Application for approval of a single-enterprise agreement

**Royal Flying Doctor Service of Australia Central Operations T/A Royal Flying Doctor Service, Central Operations**  
(AG2015/2403)

**ROYAL FLYING DOCTOR SERVICE CENTRAL OPERATIONS  
PILOTS AGREEMENT 2014**

Airline operations

COMMISSIONER HAMPTON

ADELAIDE, 1 MAY 2015

*Application for approval of the Royal Flying Doctor Service Central Operations Pilots Agreement 2014.*

[1] An application has been made for approval of an enterprise agreement known as the *Royal Flying Doctor Service Central Operations Pilots Agreement 2014* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) by Royal Flying Doctor Service of Australia Central Operations T/A Royal Flying Doctor Service, Central Operations. The Agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[3] The Australian Federation of Air Pilots, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 8 May 2015. The nominal expiry date of the Agreement is 1 July 2017.

  
COMMISSIONER



**ROYAL FLYING DOCTOR SERVICE  
CENTRAL OPERATIONS**

**PILOTS AGREEMENT 2014**

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## 1. TITLE

This enterprise agreement shall be known as the RFDS Central Operations Pilots Agreement 2014.

## 2. PARTIES BOUND

This Agreement shall be binding on and applied to:

- 2.1 Royal Flying Doctor Service, Central Operations (**the RFDS**); and
- 2.2 All full-time and part-time Line Pilots, Senior Base Pilots (**SBPs**) and Line Pilots approved under the CAR217 as Training and Checking Pilots, employed by the Royal Flying Doctor Service of Australia, Central Operations based in Adelaide and Port Augusta, South Australia, and Alice Springs, Northern Territory.
- 2.3 This Agreement does not apply to pilots who are appointed as the General Manager Aviation Services, Chief Pilot or Flight Training and Standards Manager whilst holding those appointments.
- 2.4 The RFDS notes that the Australian Federation of Air Pilots of Level 4, 132-136 Albert Road, South Melbourne, Victoria, will notify the Fair Work Commission before approval of this Agreement that it wishes to be covered by this Agreement.

## 3. APPLICATION OF OTHER INDUSTRIAL INSTRUMENTS

This Agreement is all inclusive of the terms and conditions of employment for the persons bound by it. No other industrial instrument, or part thereof, contract, policy or representation governs or applies to the employment of persons bound by it and are expressly excluded, unless expressly included in this Agreement.

## 4. PERIOD OF OPERATION

- 4.1 This Agreement shall operate from the date of approval by the Fair Work Commission and shall remain in force until 1 July 2017. The parties acknowledge as follows:
  - 4.1.1 Full back payment in respect of the increases applicable to the period 1 July 2013 to 30 June 2014 was made prior to the approval of the Agreement;
  - 4.1.2 The rates applicable as at 1 July 2013 were paid, in part, for the period 1 July 2014 to 20 September 2014;
  - 4.1.3 Upon approval of this Agreement, the RFDS will make full back payment of the increases applicable as at 1 July 2014 (less the increase already paid) for the period 1 July 2014 up to and including the date of approval;
  - 4.1.4 Allowances, including the SBP and Check & Training Allowances detailed in Clause 13.1, that existed during the back-pay period will be subject to the increase in accordance with Clauses 4.1.1, 4.1.2, and 4.1.3. Allowances that did not exist during the back-pay period will not

be subject to back-pay provisions and will become effective from the date the Agreement is approved.

- 4.2 The parties agree that, where an award condition has been modified or excluded, the Line Pilots/SBPs have been fairly compensated by the provision of a sufficient over award payment. The parties note that an over-award payment has been made on account of the requirement that Line Pilots/SBPs may work in excess of 38 hours per week.

## 5. DEFINITIONS

For the purpose of this Agreement:

- 5.1 "Act" means the *Fair Work Act 2009* (Cth).
- 5.2 "Aero-medical environment" means the circumstances under which flights are conducted for medical needs and in support of RFDS' health related services.
- 5.3 "Agreement" means the RFDS Central Operations Pilots Agreement 2014.
- 5.4 "Base" means the various locations from which services in an aero-medical environment are provided by the employer.
- 5.5 "CASA" means the Civil Aviation Safety Authority.
- 5.6 "CAO" means Civil Aviation Order.
- 5.7 "Duty Time" means a period which starts when a Line Pilot/SBP is required by the RFDS to report for a duty, until the Line Pilot/SBP is free of all duties.
- 5.8 "Emergency Situation" means where service delivery is seriously compromised by the incapacitation of two or more Line Pilots at a given Base for a period exceeding two days.
- 5.9 "Level One" means pay level on commencement to the class of aircraft.
- 5.10 "Level Two" means a general pay level for the class of aircraft following progression from Level One.
- 5.11 "Line Pilot" means an employee of the RFDS who provides aviation services on behalf of the RFDS in an aero-medical environment.
- 5.12 "Meeting" means those gatherings of management and staff, including Line Pilots/SBPs, which are required for operational purposes, and shall conclude when operational business concludes. For example, if a meeting is called to discuss operational alterations, and followed by a social gathering, then there will be a clear declaration by management of when the operational aspect of the meeting has concluded, and continued staff attendance is optional.
- 5.13 "NES" means the National Employment Standards.
- 5.14 "Senior Base Pilot" (**SBP**) means an employee of the RFDS who provides aviation services on behalf of the RFDS in an aero-medical environment and who performs supervisory functions at base level.

- 5.15 "Training and Checking Pilot" means an employee of the RFDS who provides aviation services on behalf of the RFDS in an aero-medical environment and who performs training and checking functions.
- 5.16 "Transmission" without limiting its ordinary meaning, includes sale, transfer, conveyance, assignment or succession whether by agreement or operation of law and "transmitted" has a corresponding meaning.
- 5.17 "URTI" means upper respiratory tract infection.

## 6. AIM OF THE AGREEMENT

It is the objective of the parties to this Agreement to implement workplace practices that provide for flexible working arrangements, which improve the efficiency, effectiveness and quality of services provided by the RFDS, enhance skills and job satisfaction and assist positively in ensuring the RFDS becomes a more competitive enterprise.

## 7. NO FURTHER CLAIMS

- 7.1 It is a term of this Agreement that the parties undertake that for the duration of this Agreement they will not pursue any extra claims.
- 7.2 The rate of pay and conditions of employment specified in this Agreement shall apply for the duration of this Agreement.

## 8. GREY DAYS

- 8.1 A "Grey Day" is a rest period that is not considered a rostered day off duty. It is a rest period to ensure a Line Pilot/SBP is free of all duty and on-call associated with their employment by no later than 2200 hours on the day preceding a duty free day.
- 8.2 Grey Days will be provided on days following any completed rostered on-call period or actual duty that finishes later than 2200 hours on the day preceding a duty free day.

## 9. SALARY CLASSIFICATIONS

- 9.1 Save and except where specifically provided for in this Agreement, Line Pilots/SBPs shall be classified by the RFDS upon commencement of employment and paid in accordance with Schedule 1.
- 9.2 The annual salary paid to Line Pilots/SBPs under this Agreement shall constitute payment for all hours worked and be in lieu of any leave loading and allowances, unless provided for under this Agreement.
- 9.3 Salary Level One will normally be of two years duration. However, the RFDS may vary the term at its discretion.
- 9.4 The RFDS may extend the term at Level One as a result of reasonable performance measures or disciplinary action that is consistent with RFDS Policy and/or the Act.

## 10. PILOT DUTIES

- 10.1 The RFDS may direct a Line Pilot/SBP to carry out such duties as are within the limits of the Line Pilot's/SBP's skill, competency and training, such duties are not designed to promote deskilling, and are consistent with safety requirements.
- 10.2 The RFDS may direct a Line Pilot/SBP to carry out such duties and use such tools and equipment as may be required provided that the Line Pilot/SBP has been properly trained in the use of such tools and equipment.
- 10.3 The relevant Position Descriptions for a Line Pilot, Flight Training and Standards Pilot and SBP are provided in the Operations Manual. The parties agree that changes will be made to the Position Description in consultation with the Line Pilots/SBPs. Any significant change to a Position Description is subject to agreement between the RFDS and the majority of Pilots to whom the change affects.
- 10.4 At times, it will be necessary to distribute other duties and tasks for the efficient performance of the functions of the RFDS. Accordingly, in addition to the duties detailed in the Position Description, Line Pilots will be required to perform incidental and peripheral duties associated with RFDS operations, which will include the following:
- 10.4.1 Flight Planning Administration:
- Preparation and maintenance of Standard Flight Plans;
  - Preparation and maintenance of Airfield Register;
  - Preparation and maintenance of Standard Weight and Balance Sheets;
  - Preparation and maintenance of data required for flight planning.
- 10.4.2 Operational Administration:
- Amendment of Aircraft Flight Manual;
  - Amendment of Operational documents;
  - Maintenance of navigational databases;
  - Review of safety equipment;
  - Undertake Dangerous Goods and Cabin Safety Training of other pilots and crewmembers.
- 10.4.3 General:
- Prepare aircraft statistical data;
  - Review aviation accounts;
  - Replenish aircraft oxygen. (Line Pilots/SBPs must receive appropriate training and approval prior to performing this function);
  - Attend meetings as and when required as Duty Time;
  - Attend organisational staff development days as duty time.

10.4.4 Perform duties of Base Safety Officer.

10.5 Line Pilots/SBPs will be required to obtain and maintain recognised First Aid Certificate accreditation, equivalent to Senior First Aid Level. The associated cost and time will be provided by the RFDS.

## 11. QUALIFYING PERIOD

11.1 A six month qualifying period applies to all offers of employment for Line Pilots/SBPs.

11.2 At the completion of the qualifying period, confirmation of appointment is reviewed and is contingent upon successful completion of aircraft endorsements and overall performance during the qualifying period.

11.3 During the qualifying period, either party may terminate a Line Pilot's/SBP's employment on the provision of one week's notice or payment in lieu of notice. It is not necessary for either party to provide a reason for the termination if it occurs during the qualifying period.

## 12. TRANSFERS AND RELOCATION

12.1 Line Pilots/SBPs may express interest in a vacancy or be transferred by agreement with the RFDS.

12.2 In the case of a Line Pilot vacancy, priority will be given to those Line Pilots/SBPs already employed by RFDS Central Operations. Selection criteria for a position will include skill and experience, performance and length of service.

12.3 SBP and/or Training and Checking Pilot vacancies will be managed in accordance with RFDS policy and the following factors:

12.3.1 Professional competence and performance

12.3.2 Qualifications required for the vacancy

12.3.3 Experience

12.4 Relocation assistance will be provided in accordance with the RFDS Relocation Policy.

## 13. SENIOR BASE PILOT AND TRAINING AND CHECKING ALLOWANCES

13.1 Pilots may be approved by the company to hold Training and Checking Pilot positions and where applicable, issued by CASA with the following approvals/delegations as required:

13.1.1 Night and Route Check Approval

13.1.2 Instrument and Emergency Check Approval

13.1.3 Authorised Testing Officer Delegation

13.1.4 Aircraft Endorsement Approval



The following additions to the salaries specified in Schedule 1 of this Agreement apply to Line Pilots who are designated by the RFDS to undertake duties in accordance with the following approvals/delegations:

Senior Base Pilot	12.5%
Tier 1: Training Pilot (Company training approval and/or CASA CA0 20.11 approval), in accordance with Clause 13.1	3.5%
Tier 2: Training and Checking Pilot (with Tier 1 and one CASA issued approval), in accordance with Clause 13.1	7%
Tier 3: Training and Checking Pilot (with Tier 1 and two CASA issued approvals or delegations), in accordance with Clause 13.1	10%
Tier 4: Training and Checking Pilot (with Tier 1 and three CASA issued approvals or delegations), in accordance with Clause 13.1	12%
Tier 5: Training and Checking Pilot (with Tier 1 and four CASA issued approvals or delegations), in accordance with Clause 13.1	15%

*The maximum loading will be 15% (with the exception of SBP, which is capped at 12.5% due to the provision of a vehicle or like benefit). That is, the abovementioned percentages are not cumulative.*

- 13.2 If a Line Pilot is required by the RFDS to perform the duties of SBP for a period equal to or exceeding one week on a consecutive basis, the Line Pilot will be entitled to a 12.5% loading on their base salary, in addition to their normal salary for the period. A vehicle is not provided to the Acting SBP during periods of SBP relief, however, access will be made to a pool vehicle, when applicable, for operational use in the performance of duties.
- 13.2.1 Where a Line Pilot, who is entitled to a Training and Checking Allowance, relieves the SBP role, the total allowance/loading to which they are entitled is 12.5% on their base salary, or the applicable allowance outlined in Clause 13.1 above, whichever is the greater.
- 13.3 If a SBP is required to cover a roster gap, outside of their normal working hours, with less than seven days' notice, the SBP will be entitled to a once-off payment of \$105 and a rostered day off.
- 13.4 If a SBP is required to attend work due to a roster alteration, having been given at least seven days' notice, the SBP will be entitled to a once-off payment of \$105 or a rostered day off.
- 13.5 If, during normal working hours (8.30am to 5.00pm, Monday to Friday), the SBP is required to provide aviation services at short notice, the parties agree that the SBP is not entitled to a once-off payment of \$105 or a rostered day off.

- 13.6 The amount of \$105 will increase annually in alignment with annual salary increases outlined in Schedule 1.

#### 14. **TELEPHONE ALLOWANCE**

- 14.1 A telephone allowance of \$50 per month for Line Pilots and \$60 per month for SBPs will be paid to mobile phone accounts nominated by the Line Pilot/SBP.
- 14.2 The allowance will be paid on the 25<sup>th</sup> of each month.
- 14.3 The telephone allowance will be increased by \$10 per month for Line Pilots/SBPs who provide their own mobile phone handset. Variation to the nominated accounts may only occur annually.
- 14.4 Should the telephone allowance attract Fringe Benefits Tax, such tax will be payable by the Line Pilot/SBP.
- 14.5 Where the RFDS provides a Line Pilot/SBP with a mobile phone handset, repairs or replacement caused by Line Pilot/SBP negligence will be the responsibility of the Line Pilot/SBP.

#### 15. **EMPLOYMENT STATUS**

- 15.1 Line Pilots/SBPs under this Agreement will be employed in one of the following categories:
- 15.1.1 Full-time; or
  - 15.1.2 Part-time.
- 15.2 At the time of engagement, the RFDS will inform each Line Pilot/SBP of the terms of their engagement and, in particular, whether they are to be full-time or part-time.
- 15.3 **Part-time Employment**
- 15.3.1 The RFDS may employ part-time Line Pilots in any classification in this Agreement.
  - 15.3.2 A part-time Line Pilot is a Pilot who:
    - 15.3.2.1 Works less than full-time;
    - 15.3.2.2 Has reasonably predictable hours of work; and
    - 15.3.2.3 Receives, on a pro rata basis, equivalent pay, entitlements and conditions to those of full-time Line Pilots who undertake work at the same classification.
  - 15.3.3 The full-time equivalency and, if possible, pattern of work, of a part-time Line Pilot will be agreed upon commencement of employment and may be amended by agreement between the Line Pilot and the RFDS. However, rostered on-call hours shall not exceed those of a full-time Line Pilot.

- 15.3.4 A part-time Line Pilot must be rostered for a minimum of two consecutive duty hours.
- 15.3.5 In addition to the provisions of Clause 15.3 of the Agreement, the following provisions apply:
- 15.3.5.1 Part-time Line Pilots shall be entitled to salary and paid leave at a rate proportional to the salary of a full-time Line Pilot, according to average hours rostered, and based on the appropriate salary in Schedule 1 of this Agreement
- 15.3.5.2 Where mutually agreed between the part-time Line Pilot and the RFDS, the part-time Line Pilot may be rostered for additional shifts over and above their standard/core part-time hours, up to the equivalent on-call hours of a full-time Line Pilot.
- 15.3.5.3 When part-time Line Pilots are rostered for additional shifts, they will receive payment for each additional rostered shift. The Line Pilot will receive a standard shift rate based on the annualised pay from their base salary. For the purposes of payroll calculations, this will be calculated on a nominal eight hours. This in no way effects the rostered length of the shift and the actual length of duty will be determined by the tasking needs, as usual. Pro rata leave entitlements will also accrue accordingly.
- 15.3.5.4 In the event that a part-time Line Pilot is rostered, by mutual agreement, to work on a full-time basis (for example, to provide roster relief), they will be paid the equivalent full-time salary for the duration of that roster period. Leave entitlements will also accrue accordingly.
- 15.3.5.5 Full-time Line Pilots who request part-time work and are given such work may revert to full-time employment on a specified future date by agreement with the RFDS.
- 15.3.5.6 No existing full-time Line Pilots shall be transferred by the RFDS to part-time employment without the written consent of the relevant Line Pilots.

## 16. ROSTERS

- 16.1 Rosters will be compiled and will be promulgated in writing not less than seven days prior to the commencement of the roster period.
- 16.2 Notwithstanding the provisions of CAO 48 or any other prescription of the CASA, the following conditions shall apply:
- 16.2.1 The roster of duties at each Base will be as agreed between the General Manager Aviation Services, the Chief Pilot and the majority of RFDS Line Pilots (including the SBP) at the Base.
- 16.2.2 Any change to the roster of duties must be agreed by the RFDS and the majority of Line Pilots (including the SBP) at the affected Base. No

change will take effect until the majority of Line Pilots (including the SBP) at the Base agree to the change.

16.2.3 Where, due to a roster change, a full-time Line Pilot agrees to work and works on what would otherwise be a rostered day off, the full-time Line Pilot will be entitled to a substitute day free of rostered duties within a month of the day upon which the full-time Line Pilot is required to work due to the roster change plus a payment of \$105. Other arrangements may be mutually agreed by the SBP, including deferral of the substitute day off to the full-time Line Pilot's annual leave.

16.2.4 Except where mutually agreed between the particular Line Pilot and the SBP of the Base, Line Pilots will be rostered to work an average of not more than five periods of duty for each seven day period. Averaging will be calculated over the normal roster cycle applicable at each respective Base. A 24-hour rostered standby period will be counted as two 12-hour standby periods for purposes of the calculation.

Furthermore, SBPs and Line Pilots are reminded of their responsibility with reference to Civil Aviation Regulation 233(e), which requires them, as the pilot in command, not to commence a flight if they have not received evidence, and taken such action as is necessary to ensure, that the required operating and other crew members are on board and in a fit state to perform their duties.

16.2.5 The amount of \$105 referred to in Clause 16.2.3 will increase in alignment with annual salary increases effective 1 July each year.

16.3 A Line Pilot/SBP, who is eligible for a substitute day off in accordance with Clauses 13.3, 13.4 or 16.2.3, may make application to the General Manager Aviation Services or Chief Pilot to have the substitute day off cashed out.

16.3.1 The General Manager Aviation Services or Chief Pilot will have absolute discretion when deciding on the Line Pilot's/SBP's application to cash out and regard will be considered in accordance with the RFDS' fatigue management policy;

16.3.2 The General Manager Aviation Services or Chief Pilot will make their decision within the same payroll period as the application is received;

16.3.3 If the full-time Line Pilot's/SBP's application is granted, the Line Pilot/SBP agrees that they will:

16.3.3.1 Receive the following payment;

<b>Base</b>	<b>1 July 2014</b>	<b>1 July 2015</b>	<b>1 July 2016</b>
Adelaide	\$390	\$405	\$420
Port Augusta	\$400	\$415	\$430
Alice Springs	\$415	\$430	\$445

16.3.3.2 Forgo a substitute day off; and

16.3.3.3 Receive payment in the payroll period within which the application is made or the following payroll period (depending upon when the application is granted).

#### 16.4 Rostered Reserve Periods

16.4.1 Line Pilots/SBPs may be rostered for reserve periods to provide additional coverage in case of Line Pilot/SBP unavailability to undertake or complete a rostered on call period or other assigned Duty. Rostered reserve periods will not be greater than 12 hours and the total period of any rostered reserve periods followed by an activated duty period shall not be planned to extend beyond 18 hours.

16.4.2 In order to provide maximum notification to Line Pilots/SBPs of a rostered reserve periods activation, telephone calls to individual crew may be made during off duty periods. Telephone calls to Reserve Pilots during their off duty periods shall not be made within the period of eight hours before commencement of the rostered reserve periods.

16.4.3 While every endeavour will be made to provide a Line Pilot/SBP with the maximum appropriate notice period for activation ('activation' being assignment to a specific Standby shift) from a rostered reserve periods, the notice period will be not less than one hour for the first three hours of the rostered reserve period, and two hours thereafter. If the rostered reserve period commences between 2200 and 0600 local time the activation period will be two hours.

### 17. HOURS OF WORK

#### 17.1 Flight & Duty Time Limitations

Hours of duty will be in accordance with:

17.1.1 The provisions of the CAO 48, as amended from time to time; and

17.1.2 Any other exemption originated by and issued by CASA, which applies to RFDS operations in addition to or in lieu of CAO 48.

#### 17.2 Response Times

17.2.1 Line Pilots who are rostered on duty are not required to attend their normal place of work (other than as required to attend to day-to-day administrative, operational and house-keeping requirements), but are required to be:

17.2.1.1 Contactable and available for duty at all times during their rostered on-call period;

17.2.1.2 Present at the RFDS airport office at least 20 minutes prior to nominated 'doors close' for the first sector; and

17.2.1.3 At 'doors close' within 45 minutes of being tasked, except where longer response times are operationally specified.

### 17.3 Tasking

- 17.3.1 The RFDS undertakes to continue to monitor tasking guidelines that have been adopted as policy in consultation with Line Pilots/SBPs and other stakeholders.
- 17.3.2 The Line Pilot/SBP shall be rostered to perform standby and/or duty in accordance with the requirements of CAO 48, or any exemption or approval that is issued to the RFDS pursuant to Part 48, as varied, amended or substituted from time to time.

## 18. OVERRUN OF ROSTERED ON-CALL PERIOD ALLOWANCE

- 18.1 The parties acknowledge that, on occasion and due to operational reasons, a Line Pilot/SBP may be required to perform duties beyond the rostered on-call period. However, the RFDS will take steps to minimise this occurrence, where possible. Should an overrun occur, the allowances prescribed in this Clause will apply.
- 18.2 Priority 1 and 2 cases
- 18.2.1 If an employee, in the performance of duty, overruns the end of the rostered on-call period by more than two hours, *but less than four hours*, the employee will be paid an on-call period overrun duty allowance of \$165.
- 18.2.2 If an employee, in the performance of duty, overruns the end of the rostered on-call period by four hours or more, the employee will be paid an on-call period overrun duty allowance of \$360.
- 18.3 Priority 3-7 cases
- 18.3.1 If an employee, in the performance of duty, overruns the end of the rostered on-call period by more than 30 minutes, but less than four hours, the employee will be paid an on-call period overrun duty allowance of \$165.
- 18.3.2 *If an employee, in the performance of duty, overruns the end of the rostered on-call period by four hours or more, the employee will be paid an on-call period overrun duty allowance of \$360.*
- 18.4 In calculating the duration of the overrun and the allocation of the allowance (if any) in this Clause, the parties agree that a Line Pilot/SBP will have a maximum of 30 minutes (unless otherwise approved by the RFDS) to finalise tasks associated with a shift after having landed.
- 18.5 The allowances provided in this Clause do not operate cumulatively.

## 19. ANNUAL LEAVE

- 19.1 A full-time Line Pilot/SBP will be entitled to six weeks paid annual leave, inclusive of Saturdays, Sundays and public holidays, each year.
- 19.2 The full-time Line Pilot is entitled to take two rostered days free of duty. The two days may be taken immediately before or after, or one day immediately

before and one day immediately after the period of leave, as negotiated with the Senior Base Pilot. This entitlement is capped at four days per annum.

- 19.2.1 If a roster cannot accommodate the full-time Line Pilot taking a rostered day free of duty in accordance with Clause 19.2, the Line Pilot/SBP may request that the roster be changed.
- 19.2.2 A Line Pilot may only access a roster free day on either side of an annual leave break if that break has been of at least a two-week duration.
- 19.3 A period of leave will commence on a Monday, unless otherwise mutually agreed.
- 19.4 Leave will be granted and taken in accordance with the RFDS Leave Policy.
- 19.5 Annual leave will be taken in no more than two periods, unless otherwise mutually agreed between the Line Pilot/SBP and the RFDS. If such agreement is reached, the minimum duration of annual leave is one week.
- 19.6 On termination of employment, a Line Pilot/SBP will be paid for any accrued untaken portion of annual leave at the salary rate which applied immediately prior to the termination.
- 19.7 The RFDS will not be entitled to recall a Line Pilot/SBP from annual leave except by mutual agreement between the RFDS and the Line Pilot/SBP. Where a Line Pilot/SBP is so recalled, the Line Pilot/SBP will be granted two days' leave in place of each such day and the Line Pilot/SBP may elect to add such additional entitlements to the balance of this interrupted leave period. Line Pilots/SBP will have the option to elect to be paid for one of the two days.
- 19.8 Every consideration will be given to granting the equivalent substitute leave in the manner requested by the Line Pilot/SBP.
- 19.9 A Line Pilot/SBP may make a written request in accordance with the Act to cash out up to two weeks of their accrued annual leave entitlement every 12 months.
  - 19.9.1 The cashing out of a portion of leave is contingent upon the Line Pilot/SBP taking at least four weeks of annual leave in the same period of 12 months.
  - 19.9.2 The authorisation of such a written request is at the sole discretion of the RFDS.
  - 19.9.3 If such a request is authorised by the RFDS, a written agreement will be made by the parties in respect of the cashed out portion of leave and a Line Pilot/SBP is entitled to receive payment in lieu of the amount of annual leave at the Line Pilot's/SBP's annual salary at the time the election is made.
- 19.10 Any personal illness or injury suffered by a Line Pilot/SBP whilst on annual leave will be counted as personal leave (upon production of a medical certificate and provided RFDS is notified upon occurrence/development of illness/injury) and will be re-credited to annual leave.

## 20. PERSONAL LEAVE

- 20.1 Paid personal leave is available to full-time and part-time Line Pilots/SBPs when they are absent due to:
- 20.1.1 Personal illness or injury (**sick leave**); or
  - 20.1.2 For the purposes of caring for an immediate family or household member who is ill, injured or the subject of an unexpected emergency (**carer's leave**).
- 20.2 If personal leave is for a period of two consecutive days or more, the Line Pilot/SBP must provide the RFDS with a medical certificate from a registered medical practitioner or other satisfactory evidence (such as a statutory declaration) to the RFDS' satisfaction.
- 20.3 The amount of personal leave to which a Line Pilot/SBP is entitled depends on how long he or she has worked for the RFDS and accrues as follows:

<b>Personal Leave Length of time worked for the RFDS</b>	<b>Additional</b>	<b>Cumulative</b>
Less than 1 month	5 days	5
1 month to less than 3 months	1 days	6
3 months to less than 6 months	6 days	12
6 months to less than 12 months	8 days	20
Each year thereafter	15 days	

- 20.4 Part-time Line Pilots accrue personal leave on a pro-rata basis.
- 20.5 Untaken personal leave accumulates to an unlimited balance but is not payable upon the termination of employment.
- 20.6 Personal leave will be taken in accordance with the Act and the RFDS Leave Policy.
- ## 21. URTI – ADDITIONAL SICK LEAVE
- 21.1 In addition to the above, Line Pilots/SBPs are entitled to up to six days of paid URTI leave per year. If URTI leave is for a period of two consecutive days or more, the Line Pilot/SBP must provide the RFDS with a medical certificate from a registered medical practitioner or other satisfactory evidence (such as a statutory declaration) to the RFDS' satisfaction.
- 21.2 A Line Pilot/SBP on URTI leave will not be required to report for work.
- 21.3 URTI leave does not accumulate from year to year.



## 22. LONG SERVICE LEAVE

- 22.1 South Australian based Line Pilots/SBPs covered by this Agreement shall accrue long service leave entitlements in accordance with the South Australian *Long Service Leave Act 1987* (SA) ("**the SA Act**").
- 22.2 Northern Territory based Line Pilots/SBPs covered by this Agreement shall accrue long service leave entitlements in accordance with the *Northern Territory Long Service Leave Act*.
- 22.3 Additionally, Northern Territory based Line Pilots/SBPs will be provided with equitable access to payment in lieu of long service leave during employment in accordance with the SA Act.
- 22.4 Leave will be paid and/or taken in accordance with the relevant Act and the RFDS Leave Policy.

## 23. COMPASSIONATE LEAVE

Line Pilots/SBPs are entitled to paid compassionate leave in accordance with the Act and the RFDS Leave Policy.

## 24. PARENTAL LEAVE

Line Pilots/SBPs are entitled to parental leave in accordance with the Act and the RFDS Leave Policy.

## 25. JURY SERVICE LEAVE

- 25.1 A Line Pilot/SBP required to attend for jury service during their ordinary working hours will be reimbursed by the RFDS an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of the ordinary wage they would have received Monday to Sunday in respect of the ordinary time they would have worked had they not been on jury service.
- 25.2 A Line Pilot/SBP will notify the RFDS as soon as possible before the date upon which they are required to attend for jury service. Further, the Line Pilot/SBP will give the RFDS proof of attendance, the duration of such attendance and the amount paid in respect of such jury service.

## 26. ACCIDENT PAY

- 26.1 In addition to any statutory entitlement to workers' compensation under the relevant legislation, a Line Pilot/SBP will be paid make-up pay in the event of a workplace accident occurring.
- 26.2 The amount of make-up pay will be the difference between the workers' compensation entitlement and the amount of salary, plus the allowances that the Line Pilot/SBP would have received had the Line Pilot/SBP been at work for the period.
- 26.3 The amount in Clause 26.2 will not apply for the first five or aggregate of five working days of incapacity, nor will it apply during any paid leave period.

- 26.4 Where no ascertainable amount is available, make-up pay will be based on the average pay for the previous three months or, where the Line Pilot/SBP has been employed for a lesser period of time, the average pay for that lesser period.
- 26.5 Make-up pay will be payable for a maximum period, or aggregate of periods, of a total of 104 weeks in respect of incapacity in connection with a compensable injury up to 30 June 2017. From 30 June 2017, the entitlement to make-up pay will be reduced to a total of 52 weeks.

## 27. DEATH BENEFIT

- 27.1 The RFDS will provide each Line Pilot/SBP with accident insurance for a death benefit of not less than \$500,000.00 over and above any entitlement available under the relevant accident compensation legislation.
- 27.2 The insurance benefit will be paid only to the Line Pilot's/SBP's nominated dependants or next friend or trustee, and receipt of the amount insured by dependants, friends or trustees will terminate the RFDS' obligation under this Clause.
- 27.3 A Line Pilot's/SBP's entitlement under a superannuation scheme to a death benefit of not less than an amount prescribed in Clause 27.1 will satisfy the objective of this Clause.
- 27.4 Should the RFDS' insurer reject a proposal for cover of a Line Pilot/SBP under Clause 27.1, and should the Line Pilot/SBP be able to obtain their own insurance, the Line Pilot/SBP will be reimbursed, upon production of a receipt, for expenditure on such insurance up to \$300.
- 27.5 Payment under Clause 27.1 will be deemed to discharge the RFDS' obligation in this sub-clause.

## 28. PILOT INDEMNITY

- 28.1 A Line Pilot/SBP will not be required to pay for damage or loss of aircraft or equipment used in the service, nor will any lien or other claim be made by the RFDS upon the Line Pilot's/SBP's estate.
- 28.2 Any claim made by any member of the public, passenger or other person upon the Line Pilot's/SBP's estate as a result of any accident or happening caused by the Line Pilot/SBP when duly performing their nominated duty, whether efficiently or, as may be subsequently determined, negligently, will be accepted as a claim made against the RFDS. The RFDS will be solely responsible for all claims as a result of operations by or travel in their aircraft.
- 28.3 The foregoing will not apply to a Line Pilot/SBP who knowingly performs their nominated duty in a manner contrary to law or the RFDS' policy.

## 29. UNIFORMS

A Line Pilot/SBP shall be entitled to uniforms and protective clothing (including agreed footwear) in accordance with RFDS policy.

### 30. MULTI-ENGINE

- 30.1 Where a Line Pilot/SBP joined the RFDS at a time when multi-engine instrument proficiency certificate was an essential requirement and that Line Pilot/SBP subsequently leaves the RFDS for employment requiring an instrument proficiency certificate on multi-engine aircraft, the RFDS will arrange and pay for (up to the second attempt) a suitable provider to restore the Line Pilot's/SBP's multi-engine instrument proficiency certificate.
- 30.2 If the Line Pilot/SBP has accepted alternative employment which requires a multi-engine instrument proficiency certificate and the new employer will be funding the attainment of that certificate, the RFDS will not provide funding.

### 31. REMOTE AREA HOUSING ASSISTANCE

Remote area housing assistance shall be paid in accordance with RFDS policy.

### 32. TERMINATION OF EMPLOYMENT

- 32.1 During the qualifying period, a Line Pilot/SBP may terminate their employment by giving the RFDS one week's notice in writing without reason.
- 32.2 After the qualifying period, a Line Pilot/SBP may terminate their employment by giving the RFDS a minimum of four weeks' notice in writing.
- 32.3 The RFDS and a Line Pilot/SBP may agree upon the Line Pilot/SBP giving less than four weeks' notice.
- 32.4 In order to terminate the employment of a Line Pilot/SBP, the RFDS must give to the Line Pilot/SBP the period of notice specified in the table below:

<b>Period of continuous service</b>	<b>Period of notice</b>
Less than 1 year	Two weeks
More than 1 year	Four weeks

- 32.5 In addition to the notice in Clause 32.4, Line Pilots/SBPs over 45 years of age at the time of the giving of the notice, with not less than two years continuous service, are entitled to an additional week's notice.
- 32.6 Payment in lieu of the prescribed notice in Clauses 32.4 and 32.5 must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the Line Pilot/SBP working part of the required period of notice and by the RFDS making payment for the remainder of the period of notice.
- 32.7 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the Line Pilot's/SBP's employment had continued until the end of the required period of notice, the RFDS would have become liable to pay to the Line Pilot/SBP because of the employment continuing during that period. That total must be calculated on the basis of:

- 32.7.1 the Line Pilot's/SBP's ordinary hours of work (even if not standard hours); and
  - 32.7.2 the amounts ordinarily payable to the Line Pilot/SBP in respect of those hours, including (for example) allowances, loading and penalties; and
  - 32.7.3 any other amounts payable under the Line Pilot's/SBP's contract of employment.
- 32.8 Superannuation contributions will not apply to any payments made in respect of accrued leave made to the Line Pilot/SBP upon termination of employment.

### 33. SUPERANNUATION

- 33.1 A Line Pilot's/SBP's superannuation entitlement shall be determined in accordance with the RFDS Superannuation Policy and the *Superannuation Guarantee (Administration) Act 1992 (Cth)*, and will be paid to a complying superannuation fund for the purposes of the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.
- 33.2 Any Line Pilot/SBP employed by the RFDS prior to 13 December 2011 is eligible for Category 3 contributions after two years' continuous service with the RFDS and contributory membership as a Category 2 member. Any Line Pilot/SBP employed after 13 December 2011 is eligible for Category 3 contributions in accordance with the RFDS Superannuation Policy.

### 34. SALARY PACKAGING

Line Pilots/SBPs shall be entitled to salary packaging benefits in accordance with the RFDS Salary Packaging Policy upon commencement of employment with the RFDS.

### 35. MEDICALS

#### 35.1 Annual Pilot Medical

- 35.1.1 The RFDS will reimburse reasonable expenses for annual Line Pilot/SBP medicals.
- 35.1.2 Reasonable expenses include all statutory CASA renewal requirements, but exclude costs incurred as a result of an individual's unique medical condition.
- 35.1.3 Expenses deemed to be 'reasonable' will be at the discretion of RFDS.
- 35.1.4 Reimbursement will be in accordance with the RFDS Expense Reimbursement Policy.
- 35.1.5 Line Pilots/SBPs agree that, for work health and safety reasons, employees may, from time to time, be required by the RFDS to undergo medical examinations. Such examinations will be conducted by a registered health practitioner appointed by the RFDS.
- 35.1.6 Any medical examinations performed under Clause 35.1.5 will be at the expense of the RFDS.

## 35.2 Other Medicals

Prior to an offer of employment, the RFDS will arrange a medical examination for the prospective employee. Information reviewed at this examination will be relevant to the risk factors of the job, such as musculo-skeletal examination due to lifting requirements.

## 36. LOSS OF LICENSE INSURANCE

36.1 The RFDS shall provide reimbursement to Line Pilots/SBPs for loss of license insurance (not inclusive of any joining fees) of up to \$2,000 per annum (effective 1 July 2014).

36.2 Where the RFDS arrange insurance on behalf of a Line Pilot/SBP, the RFDS will provide copies of the relevant documentation to that Line Pilot/SBP each year following policy renewal.

## 37. TEMPORARY TRANSFER

37.1 The RFDS may require a Line Pilot/SBP to temporarily transfer to another base.

37.2 Where such a transfer is required, the RFDS will only do so by mutual agreement with the Line Pilot/SBP transferring, except in the case of an Emergency Situation.

37.2.1 In such an Emergency Situation, the RFDS may direct a Line Pilot/SBP to undertake a temporary transfer (i.e. in such a case mutual agreement is not required).

37.3 Line Pilots/SBPs will receive at least 48 hours notice of a temporary transfer required, except in an Emergency Situation.

37.4 During the period that a temporary transfer is undertaken, Line Pilots/SBPs will be entitled to a roster relief allowance, travel and accommodation in accordance with RFDS policy.

37.5 Where a full-time Line Pilot/SBP is required to provide roster relief at a Base other than their home Base, they will be entitled to take two rostered days free of duty in circumstances where the duration of such Roster Relief extends beyond 14 days. The two days may be taken immediately before or after, or one day immediately before and one day immediately after the period of Roster Relief, as negotiated with the SBP.

## 38. TRAINING

38.1 Where the RFDS requires a Line Pilot/SBP to reach and maintain minimum qualifications for a particular aircraft type, all facilities and other costs associated with attaining and maintaining those qualifications will be the responsibility of the RFDS.

38.2 Where a Line Pilot/SBP fails to reach or maintain a standard required, the Line Pilot/SBP will receive further re-training and a subsequent check. The Line Pilot/SBP may elect to have a different check captain on the second occasion.

- 38.3 Where a Line Pilot/SBP fails the second check, the Line Pilot/SBP may, where practicable, be re-classified to the previous or a mutually agreed equivalent position.
- 38.4 Proficiency checks will only be carried out during a Line Pilot's/SBP's rostered period of duty.
- 38.5 Instrument proficiency checks will be carried out with uninterrupted aircraft availability guaranteed and not as part of an aero-medical flight, with the exception of any emergency tasking for a "MEDEVAC" flight, where no other local resource is available.
- 38.6 Line Pilots/SBPs will receive three days confirmed notice before a instrument proficiency check, except in cases where a licensed Line Pilot/SBP has returned from leave, where seven days notice will be provided. However, if a Line Pilot's/SBP's licence/ratings have expired whilst on leave, the above provisions do not apply.

#### 39. TRAINING SALARY

- 39.1 A training salary will apply to a new hire Line Pilot/SBP from the date of employment to the end of three months or successful check to line on both variants of the Pilatus PC12 aircraft, whichever occurs first. The amount payable to the Line Pilot/SBP will be the greater of:
- 39.1.1 75% of the applicable salary the new hire Line Pilot/SBP will receive once they are checked to line; or
- 39.1.2 the minimum rate for the relevant aircraft classification in the Air Pilots Award 2010 (as varied from time to time).
- 39.2 The training salary will not apply to a new hire Line Pilot/SBP who obtains the relevant endorsement prior to employment by the RFDS and has been checked to line previously at another operator in relation to the relevant endorsement.

#### 40. PERSONAL PROPERTY

RFDS will replace/repair any watch and/or spectacles which are used by a Line Pilot/SBP during the course of employment if such watch or spectacles are lost, damaged or destroyed in the course of performing duty, provided that this replacement/repair will be limited to an amount of \$200, and is subject to the Line Pilot/SBP completing an Air Maestro report with respect to such loss or damage and submitting a tax invoice and receipt to claim reimbursement in respect of the lost/damaged item.

#### 41. HEADSETS

The RFDS will provide each Line Pilot/SBP with an Active Noise Reduction (**ANR**) headset. Where an ANR headset is not appropriate, the RFDS will provide a conventional headset.

#### 42. TRANSMISSION

- 42.1 Where the RFDS or any part of the RFDS or its operations are transmitted to another party (**the Transmittee**), a Line Pilot/SBP is not entitled to the benefits

provided by Clause 32 of the Agreement in respect of the termination of employment where:

- 42.1.1 The Line Pilot/SBP becomes an employee of the Transmittree; or
- 42.1.2 The Line Pilot/SBP is offered employment with the Transmittree and;
  - 42.1.2.1 the offer is made before the transmission occurs; and
  - 42.1.2.2 the terms and conditions of the new employment offered are:
    - (a) not substantially different from those applying to the Line Pilot's/SBP's employment with the RFDS; or
    - (b) are substantially different but the offer constitutes an offer of suitable employment having regard to the Line Pilot's/SBP's qualifications and experience; and
    - (c) the Line Pilot/SBP unreasonably refuses the offer of employment with the Transmittree.
- 42.1.3 Line Pilots/SBPs who continue their employment with the Transmittree shall have their service with the RFDS count for all purposes, including maintenance of accrued entitlements and for the purpose of calculating any redundancy payable by the Transmittree.

#### 43. REDUNDANCY

##### 43.1 Definitions

- 43.1.1 "Business" includes trade, process, business or occupation and includes part of any such business.
- 43.1.2 "Redundancy" occurs where the RFDS has made a definite decision that it no longer wishes the job the Line Pilot/SBP has been doing to be done by anyone and that decision leads to the termination of employment of the Line Pilot/SBP, except where this is due to the ordinary and customary turnover of labour.
- 43.1.3 "Transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.
- 43.1.4 "Week's pay" means the annual salary rate for the relevant classification (as per Schedule 1) divided by 52 weeks.

##### 43.2 Severance Pay

- 43.2.1 A Line Pilot/SBP, whose employment is terminated by reason of redundancy, is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of continuous service	Severance pay
------------------------------	---------------

<b>Period of continuous service</b>	<b>Severance pay</b>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

### **43.3 Alternative Employment**

- 43.3.1 The RFDS may make application to Fair Work Australia to have the general severance pay prescription varied if the RFDS obtains acceptable alternative employment for a Line Pilot/SBP.
- 43.3.2 This provision does not apply in circumstances involving transmission of business as set out in Clause 42.

### **43.4 Job Search Entitlement**

- 43.4.1 During the period of notice of termination given by the RFDS in accordance with Clause 32, a Line Pilot/SBP shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 43.4.2 If the Line Pilot/SBP has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Line Pilot/SBP shall, at the request of the RFDS, be required to produce proof of attendance at an interview or they shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

### **43.5 Pilot Leaving During a Period of Notice**

- 43.5.1 A Line Pilot/SBP, given notice of termination in circumstances of redundancy, may terminate their employment during the period of notice in accordance with Clause 32.



- 43.5.2 In this circumstance, the Line Pilot/SBP will be entitled to receive the benefits and payments they would have received under this Clause had they remained with the RFDS until the expiry of the notice, but will not be entitled to payment in lieu of notice.

#### 44. DISPUTE RESOLUTION

In the event of a dispute arising in the workplace about matters arising from the Agreement or in relation to the NES, the procedure to be followed to resolve the matter will be as follows:

- 44.1 The Line Pilot/SBP and the supervisor will meet and confer to try and resolve the matter.
- 44.2 If the matter is not resolved at such a meeting, the parties will arrange for further discussions between the Line Pilot/SBP and their nominated representative (if any), and more senior levels of RFDS management.
- 44.3 If the matter remains unresolved, the parties may convene a conference between the Line Pilot/SBP, the Line Pilot's/SBP's representative (if any) and the Chief Executive Officer and their nominated representative (if any).
- 44.4 If the matter cannot be resolved, it may be referred to the Fair Work Commission or a mutually agreed Chairperson for conciliation in the first instance and thereafter arbitration, if necessary.
- 44.5 While the parties attempt to resolve the matter, work will continue as normal unless a Line Pilot/SBP has a reasonable concern about an imminent risk to their health and safety.
- 44.6 **Redundancy Disputes**
- 44.6.1 Clause 44.6.2 imposes additional obligations on the RFDS where it contemplates termination of employment due to redundancy and a dispute arises (**a redundancy dispute**).
- 44.6.2 Where a redundancy dispute arises, and if it has not already done so, the RFDS must provide affected Line Pilots/SBPs and the relevant union or unions (if requested by any affected Line Pilot/SBP) in good time, with relevant information including:
- 44.6.2.1 the reasons for any proposed redundancy;
- 44.6.2.2 the number and categories of workers likely to be affected; and
- 44.6.2.3 the period over which any proposed redundancies are intended to be carried out.
- 44.6.3 Where a redundancy dispute arises and discussions occur in accordance with this Clause the RFDS will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse affects of any proposed redundancies on the Line Pilots/SBPs concerned.

- 44.7 The RFDS and its Line Pilots/SBPs agree that the process outlined above applies; and
- 44.7.1 Acknowledge the right of either party to appoint, in writing, another person to act on their behalf in relation to resolving the matter at the workplace level; and
- 44.7.2 Agree to allow either party to refer the matter to mediation or the Fair Work Commission if the matter cannot be resolved at the workplace level.

#### 45. CONSULTATION

- 45.1 This term applies if:
- 45.1.1 The RFDS has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
- 45.1.2 The change is likely to have a significant effect on Line Pilots/SBPs.
- 45.2 The RFDS must notify the relevant Line Pilots/SBPs of the decision to introduce major change.
- 45.3 The relevant Line Pilots/SBPs may appoint a representative for the purpose of the procedure in this Clause.
- 45.4 If:
- 45.4.1 A Line Pilot/SBP appoints, or relevant Line Pilots/SBPs appoint, a representative for the purpose of consultation; and
- 45.4.2 The Line Pilot/SBP(s) advise the RFDS of the identity of the representative;
- the RFDS must recognise the representative.
- 45.5 As soon as practicable after making its decision, the RFDS must:
- 45.5.1 Discuss with the relevant Line Pilots/SBPs:
- 45.5.1.1 The introduction of the change; and
- 45.5.1.2 The effect the change is likely to have on the Line Pilots/SBPs; and
- 45.5.1.3 Measures the RFDS is taking to avert or mitigate the adverse effect of the change on the Line Pilots/SBPs; and
- 45.5.2 For the purpose of the discussion – provide, in writing, to the relevant Line Pilots/SBPs:
- 45.5.2.1 All relevant information about the change including the nature of the change proposed; and
- 45.5.2.2 Any other matters likely to affect the employees.


- 45.6 The RFDS must give prompt and genuine consideration to matters raised about the major change to the relevant Line Pilots/SBPs.
- 45.7 In this Clause, a major change is likely to have a significant effect on Line Pilots/SBPs if it results in:
- 45.7.1 The termination of employment of Line Pilots/SBPs; or
  - 45.7.2 Major change to the composition, operation or size of the RFDS' workforce or to the skills required of Line Pilots/SBPs; or
  - 45.7.3 The eliminate or diminution of job opportunities (including opportunities for promotion or tenure); or
  - 45.7.4 The alteration of hours of work; or
  - 45.7.5 The need to retrain Line Pilots/SBPs; or
  - 45.7.6 The need to relocate Line Pilots/SBPs to another workplace (other than the bases identified in this Agreement); or
  - 45.7.7 The restructuring of jobs.
- 45.8 A relevant Line Pilot/SBP is a Line Pilot/SBP who may be affected by a major change.

#### 46. **FLEXIBILITY**

The provisions of Schedule 2.2 of the *Fair Work Regulations 2009* (Cth) are incorporated into this Agreement.

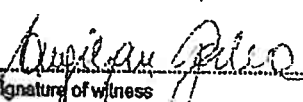
47. SIGNATORIES

Signed by and on behalf of the LINE PILOTS/SBPs in the presence of:

  
Signature of witness  
DERANI BURNS  
Name of witness (print)

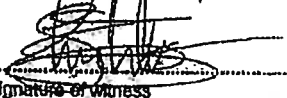
  
Matthew O'Keefe, Employee Representative

Signed by and on behalf of the LINE PILOTS/SBPs in the presence of:

  
Signature of witness  
ANGELIQUE SALEA  
Name of witness (print)

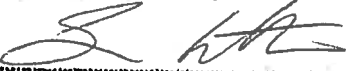
  
Philip Remilton, Employee Representative


Signed by and on behalf of the LINE PILOTS/SBPs in the presence of:

  
Signature of witness  
Shane Wise  
Name of witness (print)

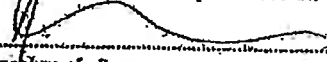
  
Mark Dickson, Employee Representative


Signed by and on behalf of the LINE PILOTS/SBPs in the presence of:

  
Signature of witness  
SIMON LUTTON  
Name of witness (print)

  
Representative of the Australian Federation of Air Pilots  
ANDREW MOLNAR

Signed by and on behalf of the ROYAL FLYING DOCTOR SERVICE, CENTRAL OPERATIONS in the presence of:

  
Signature of witness  
Jonathan Ross  
Name of witness (print)

  
Jonathan Ross, Chief Executive Officer  
ANTHONY ROSS WALKER

### SCHEDULE 1 – SALARIES

Base/Level	Salary as at 30 June 2013	Salary as at 1 July 2013 3.5%	Salary as at 1 July 2014 4.0%	Salary as at 1 July 2015 4.0%	Salary as at 1 July 2016 4.0%
<b>Adelaide</b>					
Level 1	\$90,158	\$93,314	\$97,047	\$100,929	\$104,966
Level 2	\$97,948	\$101,376	\$105,431	\$109,648	\$114,034
<b>Port Augusta</b>					
Level 1	\$92,207	\$95,434	\$99,251	\$103,221	\$107,350
Level 1 + Refuelling Allowance	\$93,407	\$96,634	\$100,451	\$104,421	\$108,550
Level 2	\$100,174	\$103,680	\$107,827	\$112,140	\$116,626
Level 2 + Refuelling Allowance	\$101,374	\$104,880	\$109,027	\$113,340	\$117,826
<b>Alice Springs</b>					
Level 1	\$95,797	\$99,150	\$103,116	\$107,241	\$111,530
Level 2	\$104,074	\$107,717	\$112,026	\$116,507	\$121,167

#### Other Entitlements

The entitlements listed hereunder are fixed for the life of the Agreement.

##### 1. Roster Change Allowance (Taxable)

As at 30 June 2013	As at 1 July 2013	As at 1 July 2014	As at 1 July 2015	As at 1 July 2016
\$98.00	\$101	\$105	\$109	\$113

##### 2. Port Augusta Base Pilots' Refuelling Allowance

Port Augusta Line Pilots/SBPs will receive an allowance for refuelling and exposure to Avtur & Prist odour of \$1,200 per annum or \$100 per month (to be calculated on a pro-rata basis).

##### 3. Fuel Allowance

Line Pilots whose contract of employment provides them with a motor vehicle fuel allowance of 1200 litres have redeemed this for an addition to their salary of \$1,200 per annum.