



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Royal Flying Doctors Service of Australia, Central Operations (AG2017/6692)

ROYAL FLYING DOCTOR SERVICE OF AUSTRALIA, CENTRAL OPERATIONS AIRCRAFT ENGINEERS ENTERPRISE AGREEMENT 2018

Airline operations

COMMISSIONER HARPER-GREENWELL

MELBOURNE, 15 MAY 2018

Application for approval of the Royal Flying Doctor Service of Australia, Central Operations Aircraft Engineers Enterprise Agreement 2018.

[1] An application has been made for approval of an enterprise agreement known as the *Royal Flying Doctor Service of Australia, Central Operations Aircraft Engineers Enterprise Agreement 2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Royal Flying Doctors Service of Australia, Central Operations. The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in Section 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[4] The Agreement was approved on 15 May 2018 and, in accordance with s.54, will operate from 22 May 2018. The nominal expiry date of the Agreement is 31 December 2019.



COMMISSIONER

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Annexure A

FAIR WORK COMMISSION
Undertakings for an Enterprise Agreement

Title: Royal Flying Doctor Service, Central Operations, Aircraft Engineers Enterprise Agreement 2018

Applicant: Royal Flying Doctor Service, Central Operations

Section: s.190 – FWC may approve an enterprise agreement with undertakings

Matter Number: AG2017/6692

UNDERTAKINGS BY APPLICANT

Further to the application for approval of the *Royal Flying Doctor Service, Central Operations, Aircraft Engineers Enterprise Agreement 2018 (Agreement)*, and the concerns raised by the Fair Work Commission via correspondence dated 27 April 2018, the Applicant requests that the Agreement be approved upon and with the following undertakings being provided by the Applicant:

- 1) **Personal Leave (clause 29) and Parental Leave (clause 30)** – The Royal Flying Doctor Service, Central Operations provides an undertaking to the Commission that it will apply the National Employment Standards (NES) in respect to Personal Leave and Parental Leave in the event that any clause contained within the policy documents are less than the NES.
- 2) **Clause 21 TOIL** – The Royal Flying Doctor Service, Central Operations provides an undertaking to pay any employee entitled to Time Off In Lieu at the applicable overtime rate upon termination as per clause 32.2 (k) of the Airline Operations – Ground Staff Award 2010.



Richard Tanner

General Manager People and Culture

Date 18 May 2018

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.



Royal Flying Doctor Service
CENTRAL OPERATIONS

ROYAL FLYING DOCTOR SERVICE OF AUSTRALIA, CENTRAL OPERATIONS

AIRCRAFT ENGINEERS ENTERPRISE AGREEMENT 2018

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1. TITLE

This Agreement shall be known as the Royal Flying Doctor Service of Australia, Central Operations Aircraft Engineers Enterprise Agreement 2018.

2. DEFINITIONS

For the purposes of this Agreement:

- 2.1 **Act** means the *Fair Work Act 2009* (Cth);
- 2.2 **Accident** has the same meaning as defined in *Civil Aviation Act 1988* (Cth), Section 30DL;
- 2.3 **Accommodation** means accommodation which is, at a minimum, quiet and free from factors which reduce adequate rest;
- 2.4 **Aircraft Maintenance Engineer or AME** means an unlicensed tradesman who works under supervision, and is engaged in the maintenance, repair, overhaul, modification, assembly and/or testing of aircraft, aircraft systems, aircraft engines and/or associated equipment;
- 2.5 **Agreement** means the RFDS Central Operations Aircraft Engineers Enterprise Agreement 2018;
- 2.6 **Award** means the Airline Operations – Ground Staff Award 2010;
- 2.7 **ASIC** means Aviation Security Identification Card;
- 2.8 **CAOs** means the Civil Aviation Orders;
- 2.9 **Confidential Information** includes all information, whether in tangible or intangible form, of a confidential nature regarding the RFDS' current or future business interests, methodology or affairs, or of any person or entity with which the RFDS may deal or be concerned including, without limitation, matters of or relating to the RFDS' business, technical detail, engineering data, intellectual property, marketing procedures, financial information, computer software programs, and any other information which the employee knows or ought to have known was confidential;
- 2.10 **Dependant** has the meaning as provided in the *Income Tax Assessment Act 1936* (Cth);
- 2.11 **Engineer** means an aircraft maintenance engineer employed by the RFDS, who currently works from a base situated in Adelaide and Port Augusta in South Australia and Alice Springs in the Northern Territory (and any other bases that may be identified during the life of this Agreement);
- 2.12 **FWC** means Fair Work Commission;
- 2.13 **Field Work** means aircraft maintenance carried out for the RFDS at a place other than an RFDS Engineering Base;
- 2.14 **Home Base** means any base at which an Engineer is domiciled for a period in excess of 180 days;

- 2.15 **Licensed Aircraft Maintenance Engineer (LAME) Airframe Grade 1** means a licensed aircraft maintenance engineer holding a B1.1 license rated in the airframe category and issued under CASR 1998 Part 66, with exclusions on Hydraulic systems, Air conditioning systems and Pressurisation systems;
- 2.16 **Licensed Aircraft Maintenance Engineer (LAME) Airframe Grade 2** means a licensed aircraft maintenance engineer holding a B1.1 license rated in the airframe category and issued under CASR 1998 Part 66, with exclusions on Air conditioning systems and Pressurisation systems;
- 2.17 **Licensed Aircraft Maintenance Engineer (LAME) Airframe Grade 3** means a licensed aircraft maintenance engineer holding a B1.1 license rated in the airframe category and issued under CASR 1998 Part 66, with no exclusions relating to airframe systems on the fleet operated by the RFDS;
- 2.18 **Licensed Aircraft Maintenance Engineer (LAME) Engine Grade 3** means a licensed aircraft maintenance engineer holding a B1.1 license rated in the engine category and issued under CASR 1998 Part 66, with no exclusions relating to engine systems on the fleet operated by the RFDS and holding a taxi approval;
- 2.19 **Licensed Aircraft Maintenance Engineer (LAME) Mechanical Grade 3** means a licensed aircraft maintenance engineer holding a B1.1 license rated in the airframe and engine categories and issued under CASR 1998 Part 66, with no exclusions relating to Airframe or Engine systems on the fleet operated by the RFDS and holding a taxi approval;
- 2.20 **Licensed Aircraft Maintenance Engineer (LAME) Instrument Grade 1** means a licensed aircraft maintenance engineer holding a B2 license rated in the instrument category and issued under CASR 1998 Part 66, with exclusions on multi axis auto pilots, remote compass indicating systems and Pressurisation systems;
- 2.21 **Licensed Aircraft Maintenance Engineer (LAME) Instrument Grade 2** means a licensed aircraft maintenance engineer holding a B2 license rated in the instrument category and issued under CASR 1998 Part 66, with exclusions on Pressurisation systems;
- 2.22 **Licensed Aircraft Maintenance Engineer (LAME) Instrument Grade 3** means a licensed aircraft maintenance engineer holding a B2 license rated in the instrument category and issued under CASR 1998 Part 66, with no exclusions relating to Instrument systems on the fleet operated by the RFDS;
- 2.23 **Licensed Aircraft Maintenance Engineer (LAME) Electrical Grade 1** means a licensed aircraft maintenance engineer holding a B2 license rated in the Electrical category and issued under CASR 1998 Part 66, with exclusions on multi generator systems;
- 2.24 **Licensed Aircraft Maintenance Engineer (LAME) Electrical Grade 2** means a licensed aircraft maintenance engineer holding a B2 license rated in the Electrical category and issued under CASR 1998 Part 66, with no exclusions relating to Electrical systems on the fleet operated by the RFDS;
- 2.25 **Licensed Aircraft Maintenance Engineer (LAME) Radio Grade 1** means a licensed aircraft maintenance engineer holding a B2 license rated in the Radio

category and issued under CASR 1998 Part 66, with exclusions on the following systems, Automatic Direction Finder, Very High Frequency Omni directional Radio, Instrument Landing System, Weather radar, Transponder, Radio Altimeter, Distance Measuring Equipment, Global Positioning Systems;

- 2.26 **Licensed Aircraft Maintenance Engineer (LAME) Radio Grade 2** means a licensed aircraft maintenance engineer holding a B2 license rated in the Radio category and issued under CASR 1998 Part 66, with exclusions on the following systems, Weather radar, Transponder, Radio Altimeter, Distance Measuring Equipment, Global Positioning Systems;
- 2.27 **Licensed Aircraft Maintenance Engineer (LAME) Radio Grade 3** means a licensed aircraft maintenance engineer holding a B2 license rated in the Radio category and issued under CASR 1998 Part 66, with no exclusions relating to radio systems on the fleet operated by the RFDS;
- 2.28 **Licensed Aircraft Maintenance Engineer (LAME) Avionic Grade 3** means a licensed aircraft maintenance engineer holding a B2 license issued under CASR 1998 Part 66 and rated in any two of the following categories, Electrical, Instrument or Radio with no exclusions relating to those two categories, on the fleet operated by the RFDS;
- 2.29 **RFDS** means the Royal Flying Doctor Service of Australia, Central Operations;
- 2.30 **Roster Relief** means a period where an Engineer is required to perform engineering duties at other than their Home Base for the purpose of providing specific relief to or supplementing the Engineering staff at that Base;
- 2.31 **Senior Base Engineer (SBE)** means a LAME appointed to that position with responsibilities in the management of personnel, and aircraft related activities in accordance with the Certificate of Approval;
- 2.32 **Serious Incident** has the same meaning as defined by the *Civil Aviation Act 1988* (Cth), Section 30DL;
- 2.33 **Sensitive Information** means all information concerning or relating to this Agreement, its termination and the circumstances relating to its termination.

3. PURPOSE OF THE AGREEMENT

- 3.1 The purpose of this Agreement is to promote direct relationships between the RFDS and Engineers/SBEs in a manner which contributes to the productivity, flexibility, efficiency and effectiveness of the operational needs of the RFDS.
- 3.2 It is the intention of the parties that the Agreement will completely replace the application of any applicable Modern Award and any previous agreements.
- 3.3 Leave accruals earned prior to the date of this Agreement will not be affected.
- 3.4 The expectations of both parties to this Agreement are as follows:
 - 3.4.1 **RFDS**
 - 3.4.1.1 A minimisation of down-time of aircraft undergoing maintenance;

3.4.1.2 Increased aircraft availability; and

3.4.1.3 Improved flexibility of engineering coverage/availability.

3.4.2 Engineers/SBEs

3.4.2.1 Terms and conditions that reflect the Engineers'/SBEs' contribution to the continued success of the RFDS;

3.4.2.2 A rate of pay that acknowledges the individual's experience, knowledge and skill; and

3.4.2.3 Allowances that recognise the collective and individual contribution to enhance engineering coverage/availability.

4. ANTI-DISCRIMINATION

4.1 It is the intention of the parties to this Agreement to achieve the principal object in section 3(e) of the Act through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, natural extraction or social origin.

4.2 Accordingly, in fulfilling their obligations under Clause 39 (Dispute Resolution Procedure), the parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

4.3 Nothing in this Clause is taken to affect:

4.3.1 Any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;

4.3.2 An Engineer/SBE, RFDS or registered organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Australian Human Rights Commission;

4.3.3 Any discriminatory conduct (or conduct having a discriminatory effect) that is based on the inherent requirements of a particular position; or

4.3.4 Any discriminatory conduct (or conduct having a discriminatory effect) if:

4.3.4.1 The Engineer/SBE is a member of an institution that has conduct in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed; and

4.3.4.2 The conduct was in good faith to avoid injury to the religious susceptibilities of that religion or creed.

5. PARTIES BOUND

5.1 This Agreement will be binding on the following parties:

5.1.1 The RFDS; and

5.1.2 Engineers/SBEs.

5.2 This Agreement does not apply to Engineers/SBEs who are appointed in the role of Engineering Manager or the Head of Aircraft Airworthiness and Maintenance Control.

5.3 A copy of this Agreement will be made available to all Engineers/SBEs via the RFDS Intranet.

6. APPLICATION OF MODERN AWARD

The terms of this Agreement prevail over the terms of any applicable Modern Award and operate to its full exclusion. This Agreement is to be read in conjunction with RFDS policies and procedures.

7. PERIOD OF OPERATION

7.1 This Agreement shall come into operation from the date of approval by FWC and shall remain in force until 31 December 2019.

7.2 The parties agree to commence negotiations for a replacement enterprise agreement within six months of the nominal expiration of this Agreement.

8. SALARY CLASSIFICATION

Upon engagement, each Engineer/SBE will be classified in accordance with Schedule 1 of this Agreement.

9. CONTRACT OF SERVICE

9.1 Engineers/SBEs will perform their duties in accordance with this Agreement, the RFDS' policies, procedures and regulations (determined internally and by external regulatory bodies), and their position description.

9.2 Where changes to policy effect conditions of employment, the RFDS will consult with the Engineers/SBEs, or their appointed representative, prior to implementation.

10. QUALIFYING PERIOD

10.1 All new Engineers/SBEs will be required, upon commencement, to undertake a qualifying period of six months.

10.2 At the completion of the qualifying period, confirmation of appointment is reviewed and contingent on satisfactory overall performance during the qualifying period.

10.3 During the qualifying period, either party may terminate the Engineer's/SBE's employment on the provision of one week's notice. The RFDS may make

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.

11. BASIS OF EMPLOYMENT

11.1 Engineers/SBEs will be employed in one of the following categories:

11.1.1 Full-time;

11.1.2 Part-time; or

11.1.3 Casual

11.2 At the time of engagement, the RFDS will inform each Engineer/SBE of the terms of their engagement and, in particular, whether they are to be full-time, part-time or casual.

12. CASUAL ENGINEERS/SBES

12.1 Casual Engineers/SBEs are those Engineers/SBEs engaged to perform occasional and/or irregular engineering duties.

12.2 Casual Engineers/SBEs, working ordinary time, will be paid at an hourly rate of 1/40th of the weekly rate for their classification for each hour worked, plus 25%, in lieu of leave entitlements.

12.3 Casual Engineers/SBEs will be paid a minimum of three hours for each engagement.

12.4 The employment of a casual Engineer/SBE may be terminated by either party giving one day's notice to the other, or by the payment or forfeiture of one day's salary, as the case may be.

13. PART-TIME ENGINEERS/SBES

13.1 Part-time Engineers/SBEs are those Engineers/SBEs who work less than full-time Engineers/SBEs, have reasonably predictable hours of work and receive, on a pro-rata basis, equivalent pay and conditions of those full-time Engineers/SBEs who do the same kind of work.

13.2 A part-time Engineer's/SBE's hours of work will be the subject of a written agreement with the RFDS at the time of the Engineer's/SBE's engagement. Any variation of this agreement will be by mutual agreement between the RFDS and the Engineer/SBE, and will be recorded in writing.

13.3 Part-time Engineers/SBEs will receive the pay, entitlements, allowances and conditions due to full-time Engineers/SBEs who undertake work at the same classification on a pro rata basis.

13.4 Where mutually agreed between the part-time Engineer/SBE and the RFDS, the part-time Engineer/SBE may be rostered for additional hours work over and above their standard/core part-time hours, up to the equivalent hours of a full-time Engineer/SBE.

- 13.5 In the event a part-time Engineer/SBE works additional hours, they will be paid accordingly, with the hourly rate calculated in accordance with Clause 20.1.4. Pro-rata leave entitlements will accrue accordingly.
- 13.6 In the event that a part-time Engineer/SBE is rostered, by mutual agreement, to work on a full-time basis (eg to provide relief whilst another Engineer/SBE is absent on leave etc), they will be paid the equivalent full-time salary for the duration of that full-time period. Leave entitlements will accrue accordingly.

14. APPRENTICESHIP

14.1 Cancellation or Suspension of Indenture

An apprenticeship may be cancelled or suspended only in accordance with the requirements of the contract of apprenticeship or training agreement, or the requirements of State and Territory legislation.

14.2 Period Of Apprenticeship

The period of apprenticeship will be four years.

14.3 Qualifying Period

Upon commencement, apprentices will be subject to a six-month qualifying period and, if apprenticed, such six months will count as part of their period of apprenticeship.

14.4 Tools

- 14.4.1 A tool kit will be purchased for the apprentice on completion of the qualifying period.
- 14.4.2 The full cost of the tool kit will be recovered from the apprentice, via payroll deductions, from the apprentice's pay throughout the period of the apprenticeship.
- 14.4.3 The tool kit will remain the property of the RFDS until such time that the full cost of the tool kit has been recovered from the apprentice.
- 14.4.4 Should the apprentice leave the RFDS before the full cost of the tool kit has been recovered from the apprentice, the apprentice will reimburse to the RFDS the amount outstanding, at which time the tool kit will become the apprentice's property or the RFDS will reimburse to the apprentice, the payments made to date, in relation to the recovery of the cost of the tool kit, at which time the tool kit will remain the property of the RFDS.

14.5 Wages

- 14.5.1 The minimum weekly rates of wages for apprentices will be paid in accordance with the Junior and Adult Apprenticeship tables prescribed in Schedule 1 (based on an Aircraft Maintenance Engineer starting salary).

14.5.2 Schedule 1 establishes a Junior Apprentice percentage pay rate and an Adult Apprentice percentage pay rate. The Adult Apprentice percentage pay rate applies to apprentices aged 25 and above.

14.5.3 The Adult Apprentice percentage pay rate will apply to an apprentice upon commencement, if that apprentice is 25 years of age or older, or to a Junior Apprentice who turns 25 during the course of their apprenticeship with the RFDS.

14.6 Overtime and Shift Work

No apprentice under the age of 18 years will be required to work overtime or to perform shift work at times which would prevent the apprentice's attendance at technical school as required by any statute, award or regulation applicable.

14.7 Payment by Results

An apprentice will not work under any system of payment by results.

14.8 Lost Time

14.8.1 If an apprentice, at the end of a calendar year, has given service to the RFDS less than the ordinary working days prescribed for the trade, or has unlawfully absented himself/herself without the RFDS' consent, the apprentice will, for every day short of the said number of working days or for every day of such absences, serve additional days in the following year until the lost days have been made up.

14.8.2 In calculating the extra time to be so served, the apprentice will be credited with time which the apprentice has worked during the relevant year in excess of their ordinary hours.

14.9 Attendance at Technical Schools

Apprentices attending technical colleges or schools who present reports of satisfactory conduct will be reimbursed all fees paid by them.

14.10 Operation of State and Territory Laws

14.10.1 Any statute or regulations in any State or Territory relating to apprentices will apply to apprentices under this Agreement.

14.10.2 The provision of any statute or regulation relating to the attendance of apprentices at technical school during ordinary working hours or to disciplinary powers of apprenticeship authorities over apprentices and employers will not be deemed to be inconsistent with this Agreement.

15. CRIMINAL HISTORY ASSESSMENT/WORKING WITH CHILDREN CLEARANCE, ASIC AND LICENSES

15.1 An Engineer's/SBE's employment is subject to them, upon commencement and as required thereafter, providing:

- 15.1.1 A current satisfactory Criminal History Assessment (SA), Working with Children Clearance (NT) or equivalent clearance, as required by regulatory bodies and/or the RFDS;
- 15.1.2 A current ASIC pass; and
- 15.1.3 Evidence of a current CASA Aircraft Engineer licence(s) and associated category endorsements, as required by the RFDS.

16. MEDICAL EXAMINATION

- 16.1 An offer of employment is subject to a prospective Engineer/SBE undertaking a pre-employment medical examination and/or functional capacity assessment, including audiometry and drug and alcohol testing, arranged by the RFDS. The examination/assessment will be relevant to the risk factors of the role and this information will be handled confidentially.
- 16.2 From time to time, for occupational health and safety reasons, Engineers/SBEs may be required by the RFDS to undergo medical examinations and/or functional capacity assessments, conducted by a registered health practitioner, appointed by the RFDS.
- 16.3 The cost of medical examinations/assessments conducted under Clauses 16.1 and 16.2 will be met by the RFDS.

17. PERFORMANCE REVIEW & DEVELOPMENT

- 17.1 Each Engineer's/SBE's performance will be assessed regularly, with a formal performance review conducted annually.
- 17.2 The performance criteria against which the Engineer's/SBE's performance will be measured will be determined by the RFDS in line with the RFDS' Performance and Development Review Program and policy.

18. HOURS OF WORK

- 18.1 The ordinary hours of work for Engineers/SBEs will be 38 hours per week, Monday to Friday inclusive, plus reasonable additional hours of up to two hours per week.
- 18.2 The ordinary hours of work are to be performed during 6.00am and 6.00pm, or as otherwise agreed to by the RFDS and the Engineers/SBEs to meet operational requirements.
- 18.3 The Engineers/SBEs will only be required to work in excess of 40 hours per week in the event of an aircraft on ground breakdown or to maintain minimum aircraft numbers to meet the RFDS' contractual obligations.
- 18.4 Engineers/SBEs will receive an unpaid meal break of 30 minutes, which will be taken after no more than five hours ordinary work, and two paid tea-breaks of not more than ten minutes duration subject to operational requirements.
- 18.5 An Engineer/SBE will be entitled to the public holidays gazetted in the Engineer's/SBE's applicable State/Territory.

19. ADDITIONAL HOURS

- 19.1 Any hours worked in excess of 40 hours per week will be remunerated as overtime at a rate of time and a half for the first three hours and double time thereafter.

20. RECALL TO DUTY

20.1 Recall to Duty

- 20.1.1 An Engineer/SBE, having left work at the completion of a normal work day, who is required to return to work on the same day, will be paid at time and a half for the first three hours worked and double time thereafter. All hours worked on Saturday, Sundays and public holidays will be at the double time rate.

- 20.1.2 A minimum of three hours will be paid to any Engineer/SBE who is recalled to duty, with reference to the preceding paragraph.

- 20.1.3 For the purposes of calculating the period for which an Engineer/SBE is recalled to duty, the period shall be from the time the Engineer/SBE leaves their home to the time they arrive back home, having travelled by the most direct route (for example, the travel costs associated with the recall have been incorporated into the Recall to Duty payment).

20.1.4 Recall To Duty Rates

For the purposes of calculating Recall to Duty rates, the ordinary time hourly rates will be determined by dividing the appropriate weekly rate by 40.

21. TIME OFF IN LIEU (TOIL)

- 21.1 The Engineer/SBE can apply to take TOIL instead of being paid for overtime.

- 21.1.1 TOIL will accrue at the rate of one hour for each hour worked over 40 hours per week (including travel time).

- 21.1.2 Engineers/SBEs can bank up to 5 days of TOIL.

- 21.1.3 TOIL accrued in excess of 5 days will be paid out at the applicable rate of pay.

21.2 Rest and Meal Periods During Extended Work Time

- 21.2.1 The Engineer/SBE will be entitled to, and will ensure, in periods of extended work time, that a paid 30-minute rest period is taken in every four-hour period.

- 21.2.2 Where an Engineer/SBE takes a rest break in accordance with sub-Clause 21.2.1 of this Agreement, the RFDS will provide a suitable meal for the Engineer/SBE or, where a meal could not be provided by the RFDS, the RFDS will reimburse to the Engineer/SBE the

reasonable cost of a meal in accordance with the provisions outlined in the RFDS Policy Manual.

21.3 Rest Periods After Extended Work Time

- 21.3.1 An Engineer/SBE, who continues working after their rostered finishing time, will ensure that they have a consecutive 10-hour rest before return to work, without loss of pay.
- 21.3.2 It is expected that the Engineer will communicate with the SBE, or in the case of an SBE, the Engineering Manager, regarding the duration of extended work time, and any associated rest/meal breaks, to ensure that the Engineer/SBE is fit and able to perform their duties.

22. ALLOWANCES

22.1 On-call Allowance

The on-call requirements are effective seven days a week, excluding the ordinary hours of employment.

- 22.1.1 Engineers/SBEs, who are rostered for on-call duty, are entitled to one week (five rostered working days) of annual leave per year, in addition to the entitlement provided in Clause 27.1.
- 22.1.2 Any base where a sole Engineer/SBE is required to be on-call for a continuous four-week period, the Engineer/SBE will be entitled to one rostered day off, to be taken within a month of accrual and at an agreed time, in accordance with operational requirements.
- 22.1.3 The additional leave referenced in Clause 22.1.1 will not start accruing until HR/Payroll receive written notification from the respective Home Base SBE and Engineering Manager, confirming that an Engineer/SBE has commenced on the on-call roster.
- 22.1.4 Engineers/SBEs, who do not hold the appropriate licences and, therefore, are not sufficiently qualified to provide on-call support, (eg apprentices, AMEs etc), are not eligible to accrue the additional annual leave detailed in Clause 22.1.1.

22.2 Communication

- 22.2.1 To assist in the provision of the RFDS' after hours engineering emergency on-call service, Engineers/SBEs rostered on-call will be provided with either a mobile phone for business use, in accordance with RFDS policy, or a mobile phone allowance of \$60 per month.
- 22.2.2 Where an Engineer/SBE elects to receive a mobile phone allowance, it will be directed to a mobile phone account nominated by the Engineer/SBE.
- 22.2.3 If, during the life of this Agreement the mobile phone allowance attract Fringe Benefits Tax, such tax will be payable by the Engineer/SBE.
- 22.2.4 In the event that an Engineer/SBE is absent from the workplace on extended leave for a period of three months or more, the mobile phone (if provided) will be returned to the RFDS, or payment of the phone allowance will be suspended, until the Engineer/SBE returns to work and on-call duty.

22.3 Remote Area Housing

Remote Area Housing Allowance will be paid in accordance with the RFDS Policy.

22.4 General Travelling and Accommodation Allowances

Roster Relief will be rotated within the engineering group to ensure equity and minimum disruption to personal life. An Engineer/SBE on temporary transfer (i.e. roster relief or secondment) will be entitled to travel and accommodation allowances as per RFDS policies.

22.5 Travelling Time Allowances

- 22.5.1 Where an Engineer/SBE is required to travel for duty away from Home Base, the RFDS will provide return travel in accordance with the RFDS Travel & Accommodation Policy.
- 22.5.2 If Engineers/SBEs are required to work away from their Home Base, with the exception of when the Engineer/SBE has been directed to attend training, they will be paid the following rates for all time reasonably spent travelling by them in excess of the time they usually spend travelling to or from their home to the Home Base:

| Day | Rate |
|----------------------------|---|
| Sunday and Public Holidays | Time and a half up to a maximum of 12 out of every 24 hours, or eight out of every 24 hours where a sleeping berth or air travel is provided |
| All other days | Ordinary rate is up to a maximum of 12 out of every 24 hours or eight out of every 24 hours, where a sleeping berth or air travel is provided |

- 22.5.3 For the purposes of this Clause, travelling time includes all waiting time subsequent to the planned departure time and up until the arrival at the destination airport. It will be limited to travel within Australia. Travelling time excludes all time spent travelling between the Engineer/SBEs home to the airport.

22.6 Private Motor Vehicle Allowance

- 22.6.1 No Engineer/SBE will be required to use his or her private vehicle on RFDS' business, unless the Engineer/SBE so agrees.
- 22.6.2 When an Engineer/SBE agrees to use their private vehicle for RFDS' purposes, the Engineer/SBE will be paid an allowance in accordance with the RFDS' Travel Policy.

22.7 SBE Allowance

SBEs will receive an additional allowance of 12.5%, in addition to their base salary and allowances, and will be provided with a fully maintained company vehicle.

22.8 Higher Duties Allowance

If an Engineer is required by the RFDS to perform the duties of the SBE for a period equal to or exceeding one week, the Engineer will be entitled to an additional 12.5% loading on their base salary and allowances. A fully maintained vehicle will not be provided to an Engineer during periods of high duties.

23. FIELD WORK

- 23.1 Where an Engineer/SBE is required to work at locations other than an RFDS Engineering Base, the following provisions will apply:
 - 23.1.1 Field Work will be rotated around the engineering group so as to ensure equity and minimum disruption to personal life.
 - 23.1.2 The Engineer/SBE will be paid as if the Engineer's/SBE's normal Home Base roster had continued.
 - 23.1.3 An Engineer/SBE will be provided with travel and accommodation appropriate to the locality in accordance with the relevant RFDS policies.
 - 23.1.4 In addition to all other remuneration prescribed by this Agreement, where an Engineer/SBE is required to complete a period of Field Work that exceeds a duration of one day, an amount of \$25 per day is to be paid.
 - 23.1.5 A period of Field Work will not exceed 14 days' duration. A 14-day period may be extended up to seven days by mutual agreement between the RFDS and the Engineer/SBE.

- 23.1.6 The RFDS and the Engineer/SBE may agree that the Engineer/SBE works on Saturdays, Sundays and public holidays. Should this occur, the Engineer will be paid in accordance with Clause 19.1.
- 23.1.7 An Engineer/SBE required to do Field Work will be entitled to one day off at their Home Base for each five consecutive days that the Engineer/SBE works away from their Home Base.

24. REMUNERATION

24.1 Wage Rates

- 24.1.1 Engineer/SBE wage rates, as set out in Schedule 1, incorporate all allowances, penalties and leave loading arising from the Award, unless otherwise provided in this Agreement. The wage rates are significantly higher than the minimum wages set out in the Award in recognition of the on-call hours arrangements set out in Clause 22.1.
- 24.1.2 The RFDS will pay the Engineers/SBEs fortnightly, via direct banking, into an account(s) nominated by each Engineer/SBE.
- 24.1.3 Engineers/SBEs will have access to salary packaging options, in accordance with RFDS policy.

24.2 Additional Payments

- 24.2.1 In addition to the wage rates prescribed in Clause 24.1, additional payments will be made to eligible Engineers/SBEs for the functions outlined below.
- 24.2.2 The following additional payments will be paid in accordance with Schedule 2 of this Agreement:

Maintenance Authority – Where an Engineer/SBE holds an authority issues by CASA under CAO 100.24 and operationally required by the RFDS in respect of a maintenance function to be performed and certified on a particular aircraft, or a type, series or group of aircraft, engine, systems or installations, the Engineer/SBE shall be eligible for additional payments that will be paid in accordance with Schedule 2 of this Agreement as if the Engineer/SBE holds the relevant category/type licence.

Weight Control Authority – Payable to an Engineer/SBE in consideration for exercising the privileges of a Weight Authority under CAO 100.28 held and required by RFDS;

Additional Group Licence Payment – Payable for any further group licenses in excess of those detailed at Schedule 2 will be subject to operational need as determined by RFDS. The rate of pay for each group required will be determined by negotiation between the Engineer/SBE and RFDS.

Tool Allowance – Payable to all Engineers/SBEs in consideration for the upkeep and replacement of the Engineers'/SBEs' tools and tool control mechanisms.

Signatory – Payable to Engineers/SBEs who hold a company maintenance approval.

Taxi approval – Payable to Engineers/SBEs holding a taxi approval applicable to the aircraft operated by the RFDS.

Additional Category – Payable on the second and subsequent license category to a maximum of four (i.e. an Engineer/SBE holding a license in five categories is eligible for four additional category payments).

25. TRAINING

- 25.1 The RFDS is committed to ensuring that the Engineers/SBEs undertake mandatory and technical training, and will continue to engage with the engineering groups, through the SBEs to identify internal and external training needs and opportunities.
- 25.2 Engineers/SBEs will be allowed time off without loss of pay for the purposes of attending examinations where the examinations are required to facilitate the attainment of a relevant licence/qualification and/or CASA requirements, where the latter is approved by the RFDS in advance.
- 25.3 An Engineer/SBE will not be required to be on-call the night immediately preceding an examination. The Engineer/SBE undergoing examinations will be required to make alternative arrangements for their on-call rostering to enable this provision to be effective.
- 25.4 An Engineer/SBE who is required to attend a training course (including the gaining of experience) in Australia or overseas will be paid as would have occurred if the Engineer/SBE worked their normal roster.
- 25.5 Engineers/SBEs required to attend a training course and/or experience training away from their Home Base will be provided with transport by the RFDS for the following:
 - 25.5.1 Travel between the Engineer's/SBE's home and departure airport, and from the arrival airport to the Engineer's/SBE's temporary accommodation, and return;
 - 25.5.2 Travel to and from the Engineer's/SBE's place of temporary accommodation and the place of training.
- 25.6 An Engineer/SBE attending RFDS approved training away from their Home Base will be entitled to:
 - 25.6.1 Suitable furnished air-conditioned temporary accommodation within reasonable distance from the location of training. A separate room must be provided for each Engineer/SBE;
 - 25.6.2 Payment or reimbursement of all meals and all utility charges, including the cost of business telephone calls (this includes reasonable telephone charges to home in accordance with the provisions outlined in RFDS policy).

25.7 Where an Engineer/SBE has been absent, outside Australia, for the purposes of training for a period of four weeks or more, the Engineer/SBE will be entitled to two days' paid resettlement leave upon returning to their Home Base.

25.8 Engineers/SBEs will make themselves available for all training courses on aircraft operated, maintained or serviced by the RFDS.

26. SUPERANNUATION

26.1 A Engineer's/SBE's superannuation entitlement will be determined in accordance with the RFDS Superannuation Policy and the *Superannuation Guarantee (Administration) Act 1992* (Cth).

26.2 Engineers/SBEs may elect to have their superannuation contributions paid into a fund of their choice. The RFDS National Superannuation Plan is the nominated default fund into which contributions will be made if an Engineer/SBE does not elect otherwise.

27. ANNUAL LEAVE

27.1 Engineers/SBEs will be granted 20 working days annual leave on full pay for each year of service.

27.2 Engineers/SBEs will accrue and take annual leave in accordance with the RFDS' Leave Policy.

28. LONG SERVICE LEAVE

Long service leave will be granted and taken in accordance with the appropriate State or Territory legislation, and the RFDS' Long Service Leave Policy.

29. PERSONAL LEAVE

Engineers/SBE will accrue and take personal leave in accordance with the RFDS' Personal Leave Policy.

30. PARENTAL LEAVE

Engineers/SBE will accrue and take parental leave in accordance with the RFDS' Parental Leave Policy.

31. JURY SERVICE

31.1 An Engineer/SBE, who is required to attend for jury service during their normal duty time, will be reimbursed by the RFDS an amount equal to the difference between the amount paid in respect of an Engineer's/SBE's attendance for such jury service and the amount of salary an Engineer/SBE would have received had an Engineer/SBE performed normal duty.

31.2 The Engineer/SBE will notify the RFDS as soon as possible of the date upon which they are required for jury service.

31.3 The Engineer/SBE will furnish proof to the RFDS of their attendance for jury service, the duration of such attendance and the total remuneration they receive as a result of such attendance.

32. UNIFORMS

- 32.1 Where the RFDS requires a uniform to be worn, the RFDS will provide such in accordance with RFDS Uniform Policy.
- 32.2 The cleaning and maintenance of the uniform will be the responsibility of the Engineer/SBE.
- 32.3 Disposable overalls will be made available for dirty work.
- 32.4 On termination of employment, all uniforms must be returned to the RFDS.

33. TEMPORARY AND PERMANENT RELOCATION

- 33.1 Relocation assistance and entitlements relating to Engineers/SBEs who transfer temporarily or permanently will be provided in accordance with RFDS' Relocation policy.

34. OCCUPATIONAL HEALTH AND SAFETY

- 34.1 The parties agree to comply with their respective duties and responsibilities arising under the applicable occupational health and safety legislation.
- 34.2 Engineers/SBEs will be required to engage in work behaviour that is safe to ensure that they and their fellow colleagues are safe in the workplace.
- 34.3 Engineers/SBEs will be required to abide by all occupational health and safety standard, policies and directives of the RFDS.

35. INDEMNITY / INSURANCE

- 35.1 An Engineer/SBE required to fly in any aircraft will be indemnified/insured by the RFDS against death or totally incapacitating injury, which may arise from the use of that aircraft for not less than \$45,000.
- 35.2 Such indemnity/insurance need not be provided by the RFDS where the Engineer/SBE will receive a benefit of not less than \$45,000 in the event of death or totally incapacitating injury by way of insurance taken out by the aircraft or charter operators or by way of the RFDS sponsored superannuation scheme.
- 35.3 The amount payable under this Clause will be additional to any amount an Engineer/SBE or the Engineer's/SBE's next of kin may be entitled to receive under any workers' compensation payments or similar provisions.
- 35.4 Subject to the terms and conditions of the relevant insurance policy, the RFDS will provide insurance cover for Engineers'/SBEs' personal toolkit, provided the Engineer/SBE has provides a replacement value schedule to the RFDS at 12 monthly intervals. The insurance provided is limited to \$25,000 per Engineer/SBE for personal items, subject to provision of value from each Engineer/SBE with \$100,000 maximum for whole of organisation in any one claim.

- 35.5 Engineers/SBEs have the shared responsibility to house the item(s) under security provided by the RFDS within their workplace and there exists an excess of \$500 each claim which is the Engineer's/SBE's responsibility.

36. CONFIDENTIAL INFORMATION

Engineers/SBEs must not disclose, divulge, communicate to or otherwise place at the disposal of any third party, in any form or by any means, and must keep in the strictest confidence, any Confidential Information and Sensitive Information of which he/she became aware through the performance of their employment, except as required by law.

37. TERMINATION AND RESIGNATION

37.1 Resignation

- 37.1.1 Upon successful completion of their qualifying period, an Engineer/SBE may terminate their employment by giving the RFDS at least four weeks' written notice.
- 37.1.2 If an Engineer/SBE does not provide the requisite notice, the Engineer/SBE forfeits to the RFDS the equivalent number of weeks' salary.
- 37.1.3 The parties may agree upon a lesser period of notice. This will be at the discretion of the RFDS.

37.2 Termination

- 37.2.1 The RFDS may terminate an Engineer's/SBE's employment, for reasons other than serious or wilful misconduct, by the giving notice to the Engineer/SBE (or payment in lieu of notice) in accordance with the table below:

| Period of continuous service with the RFDS | Period of notice required |
|---|---------------------------|
| Not more than 1 year | At least 1 week |
| Not more than 1 year but less than 3 years | At least 2 weeks |
| Not more than 3 years but less than 5 years | At least 3 weeks |
| More than 5 years | At least 4 weeks |

- 37.2.2 The entitlement to notice at Clause 37.2.1 above is increased by one week if, at the time of notice being given, the Engineer/SBE is over 45 years of age and has completed at least two years continuous service with the RFDS.

- 37.2.3 The RFDS may terminate an Engineer's/SBE's employment without the requisite notice if the Engineer commits an act of serious or wilful misconduct.
- 37.3 Upon resignation or termination of an Engineer's/SBE's employment, they must do the following:
 - 37.3.1 Return all property belonging to the RFDS; and
 - 37.3.2 Repay, or cause to be repaid, any monies owed by consenting to the RFDS to deduct monies from any accrued entitlements (such as leave, but not limited to leave) that may be owing to the RFDS at the date of termination.

38. REDUNDANCY

38.1 Purpose

For the purposes of this Clause, redundancy means where the RFDS no longer wishes the job the Engineer/SBE has been doing to be done by anyone, and where this is not due to the ordinary and customary turnover of labour.

38.2 Discussions Before Terminations

- 38.2.1 Where the RFDS has made a definite decision that may lead to termination of the employment of an Engineer/SBE or Engineers/SBEs for redundancy reasons, the RFDS will hold discussions with the Engineer/SBE(s) directly affected and, if requested by the Engineer/SBE(s), their representative.
- 38.2.2 The discussions will take place as soon as is practicable after the RFDS has made a definite decision which will invoke the provisions of this Clause and will cover, among other things, any reasons for the proposed changes, measures to avoid or minimise any terminations and measures to minimise any adverse effect of any terminations.
- 38.2.3 For the purpose of such discussions, the RFDS will provide, in writing, to the Engineer/SBE(s) concerned and, if the Engineer/SBE(s) have requested, their representative, all relevant information about the proposed changes, including the reasons for the changes, the number and categories of Engineers/SBEs likely to be affected and the number of Engineers/SBEs normally employed and the period over which the changes will be implemented. The RFDS will not be required to disclose confidential information the disclosure of which would be detrimental to its interests.

38.3 Transfer To Lower Paid Duties

Where an Engineer/SBE is transferred to lower paid duties for redundancy reasons, the Engineer/SBE will be entitled to the same period of notice of transfer, as the period of notice of termination the Engineer/SBE would have been entitled to had the employment been terminated, and the RFDS may, at the RFDS' option, make payment in lieu thereof of an amount equal to the difference between the former ordinary weekly rate of wage and the new lower ordinary weekly rate of wage for the number of weeks of notice still owing.

38.4 Severance Pay

38.4.1 In addition to the periods of notice of termination prescribed in Clause 37 of this Agreement, an Engineer/SBE, whose employment is terminated for redundancy reasons, will be entitled to the following amount of severance pay in respect of a continuous period of service, based on the Engineer's/SBE's total salary as specified in Schedule 1:

| Period of continuous services | Severance pay |
|-------------------------------|-----------------------------|
| Less than 1 year | Nil |
| 1 year but less than 2 years | 4 weeks |
| For each subsequent year | 2 weeks per year of service |

38.4.2 For the purpose of this Clause, continuity of service will not be broken on account of:

38.4.2.1 any interruption or termination of the employment by the RFDS if such interruption or termination has been made merely with the intention of avoiding obligations there under in respect of leave of absence;

38.4.2.2 any absence from work on account of illness or injury for which an Engineer/SBE is entitled to claim personal pay as prescribed by this Agreement on account of leave lawfully granted by the RFDS; or

38.4.2.3 Any absence with reasonable cause, proof whereof will be upon the Engineer/SBE. Provided that, in the calculation of continuous service under this sub-clause, any time in respect of which an Engineer/SBE is absent from work except time for which an Engineer/SBE is entitled to claim annual leave, personal leave, long service leave and public holidays as prescribed by this Agreement will not count as time worked;

38.4.2.4 Service by the Engineer/SBE with an enterprise which has been transmitted from one RFDS organisation to another, and the Engineer's service has been deemed continuous.

38.5 Engineer/SBE Leaving During Notice

An Engineer/SBE, whose employment is to be terminated for redundancy reasons, may terminate employment during the period of notice and, if so, will be entitled to same benefits and payments under this Clause had they remained with the RFDS until the expiry of such notice. However, in this circumstance the Engineer/SBE will not be entitled to payment in lieu of notice.

38.6 Alternative Employment

The RFDS, in a particular redundancy case, may make application to FWC to have the general severance pay prescription varied if the RFDS obtains acceptable alternative employment for an Engineer/SBE.

38.7 Time Off During Notice Period Of This Clause

38.7.1 During the period of notice of termination of employment given by the RFDS, an Engineer/SBE, whose employment is to be terminated for redundancy reasons, will, for the purpose of seeking other employment, be entitled to be absent from work for up to a maximum of one day during each week of notice without deduction of pay.

38.7.2 If an Engineer/SBE has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Engineer/SBE will, at the request of RFDS, be required to produce proof of attendance at an interview or the Engineer/SBE will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

38.8 Engineers/SBEs With Less Than One Year Of Service

Engineers/SBE with less than one year continuous service will be given notice of the impending redundancy at the first reasonable opportunity and the RFDS will take such steps as may be reasonable to obtain suitable alternative employment for such Engineers/SBEs.

38.9 Engineers/SBEs Exempted

38.9.1 This Clause will not apply where:

38.9.1.1 Employment is terminated as a consequence of the Engineer's/SBE's serious or wilful misconduct;

38.9.1.2 An Engineer/SBE is engaged on a casual basis; or

38.9.1.3 An Engineer/SBE is engaged for a specified period of time (eg a fixed term contract) or for a specified task or tasks.

38.10 Dispute Settling Procedures

Where a dispute arises about the meaning or application of these provisions the matter will be dealt with under Clause 39 hereof, or referred to FWC.

39. DISPUTE RESOLUTION PROCEDURE

In the event of a dispute or grievance arising in the workplace about matters arising out of the Agreement or in relation to the National Employment Standards, the procedure for resolving the dispute will be either of the following, depending on the nature of the matter.

39.1 Part 1 (Matters Not Related To *Civil Aviation Act 1988* (Cth), Section 30DL)

- 39.1.1 The Engineer/SBE and their supervisor will meet and confer to try and resolve the matter.
- 39.1.2 If the matter is not resolved at such a meeting, the parties will arrange for further discussions between the Engineer/SBE and their nominated representative (if any) and more senior levels of RFDS management.
- 39.1.3 If the matter remains unresolved, the parties may convene a conference between the Engineer/SBE, their representative (if any) and the Chief Executive Officer and their nominated representative (if any).
- 39.1.4 If the matter continues to be unresolved, either party may refer the matter to FWC or a mutually agreed third party, in the first instance, for conciliation and, thereafter, arbitration..
- 39.1.5 Without prejudice to either party, and except where a bona fide health and safety issue is involved, work will continue as normal, while matters in dispute are being dealt with in accordance with these procedures.
- 39.1.6 An Engineer/SBE, who is a representative of the Engineers/SBEs generally and who attends meetings with management for reasons related to this Clause, will be paid for the time spent at such meetings, and travelling to and from their workplace to the place of meetings, up to eight hours on any one day, if they would have otherwise lost pay for that time. The RFDS' liability under this Clause will be limited to a total payment in any calendar year of five days.

39.2 Part 2 (Matters Related To *Civil Aviation Act 1988* (Cth), Section 30DL)

- 39.2.1 In the event of an Accident or Serious Incident, as defined in this Agreement, Engineers/SBEs involved are to make a statement, without prejudice, as soon as practicable. Such statement may be made in the presence of a friend or representative.
- 39.2.2 After receiving the statement from the Engineer/SBE, the RFDS is entitled to stand the person down with pay whilst the statement is considered.
- 39.2.3 Should the RFDS be satisfied with the statement and no further action is required, the Engineer/SBE so cleared will be advised to resume normal work without prejudice.
- 39.2.4 Where the RFDS proposes to further interview an Engineer/SBE in connection with the Engineer's/SBE's alleged involvement in an Accident or Serious Incident, which may lead to disciplinary action being taken against the Engineer/SBE, the Engineer/SBE will be informed by the RFDS:
 - 39.2.4.1 Of the purpose for the interview;
 - 39.2.4.2 Of the allegation against him/her and the reasons therefore;

- 39.2.4.3 That disciplinary action may result; and
- 39.2.4.4 That the Engineer/SBE has the right to be accompanied, and represented, by a representative of their choice.
- 39.2.5 The Engineer/SBE may request reasonable time (not more than 24 hours) to become familiar with matters set out in Clause 39.2.4.
- 39.2.6 If the RFDS elects to be accompanied and/or represented by a representative, the Engineer/SBE may require that the advice given in Clause 39.2.4 be repeated in the presence of their representative.
- 39.2.7 If, following such interview, the RFDS proposes to dismiss, suspend without pay, or remove the Engineer/SBE from a supervisory position, the Engineer/SBE will be informed of that proposed disciplinary action in the presence of their representative.
- 39.2.8 In the event that an Engineer/SBE is dissatisfied with the decision, the matter may be referred to FWC for resolution.
- 39.3 In addition to other provisions of this Clause, in the prevention or settling of disputes, the duly appointed Engineer/SBE representative is entitled, upon request made by an Engineer/SBE or group of Engineers/SBEs, to such paid time during working hours as is necessary to meet with the RFDS or its representative to discuss matters affecting the Engineers/SBEs.

40. FLEXIBILITY TERM

- 40.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - 40.1.1 the agreement deals with 1 or more of the following matters:
 - 40.1.1.1 arrangements about when work is performed;
 - 40.1.1.2 overtime rates;
 - 40.1.1.3 penalty rates;
 - 40.1.1.4 allowances;
 - 40.1.1.5 leave loading; and
 - 40.1.2 the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph 40.1.1; and
 - 40.1.3 the arrangement is genuinely agreed to by the employer and employee.
- 40.2 The employer must ensure that the terms of the individual flexibility arrangement:
 - 40.2.1 are about permitted matters under section 172 of the Fair Work Act 2009; and

- 40.2.2 are not unlawful terms under section 194 of the Fair Work Act 2009; and
- 40.2.3 result in the employee being better off overall than the employee would be if no arrangement was made.
- 40.3 The employer must ensure that the individual flexibility arrangement:
 - 40.3.1 is in writing; and
 - 40.3.2 includes the name of the employer and employee; and
 - 40.3.3 is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - 40.3.4 includes details of:
 - 40.3.4.1 the terms of the enterprise agreement that will be varied by the arrangement; and
 - 40.3.4.2 how the arrangement will vary the effect of the terms; and
 - 40.3.4.3 how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - 40.3.5 states the day on which the arrangement commences.
- 40.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 40.5 The employer or employee may terminate the individual flexibility arrangement:
 - 40.5.1 by giving no more than 28 days written notice to the other party to the arrangement; or
 - 40.5.2 if the employer and employee agree in writing — at any time.

41. CONSULTATION TERM

- 41.1 This term applies if the employer:
 - 41.1.1 has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - 41.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- 41.2 For a major change referred to in paragraph 41.1.1:

- 41.2.1 the employer must notify the relevant employees of the decision to introduce the major change; and
- 41.2.2 subclauses 41.3 to 41.9 apply.
- 41.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 41.4 If:
 - 41.4.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - 41.4.2 the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- 41.5 As soon as practicable after making its decision, the employer must:
 - 41.5.1 discuss with the relevant employees:
 - 41.5.1.1 the introduction of the change; and
 - 41.5.1.2 the effect the change is likely to have on the employees; and
 - 41.5.1.3 measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - 41.5.2 for the purposes of the discussion—provide, in writing, to the relevant employees:
 - 41.5.2.1 all relevant information about the change including the nature of the change proposed; and
 - 41.5.2.2 information about the expected effects of the change on the employees; and
 - 41.5.2.3 any other matters likely to affect the employees.
- 41.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 41.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 41.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph 42.1.1 and subclauses 41.3 and 41.5 are taken not to apply.
- 41.9 In this term, a major change ***is likely to have a significant effect on employees*** if it results in:
 - 41.9.1 the termination of the employment of employees; or

- 41.9.2 major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- 41.9.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- 41.9.4 the alteration of hours of work; or
- 41.9.5 the need to retrain employees; or
- 41.9.6 the need to relocate employees to another workplace; or
- 41.9.7 the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 41.10 For a change referred to in paragraph 41.1.2:
 - 41.10.1 the employer must notify the relevant employees of the proposed change; and
 - 41.10.2 subclauses 41.11 to 41.15 apply.
- 41.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 41.12 If:
 - 41.12.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - 41.12.2 the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- 41.13 As soon as practicable after proposing to introduce the change, the employer must:
 - 41.13.1 discuss with the relevant employees the introduction of the change; and
 - 41.13.2 for the purposes of the discussion—provide to the relevant employees:
 - 41.13.2.1 all relevant information about the change, including the nature of the change; and
 - 41.13.2.2 information about what the employer reasonably believes will be the effects of the change on the employees; and
 - 41.13.2.3 information about any other matters that the employer reasonably believes are likely to affect the employees; and

41.13.3 invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

41.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

41.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

41.16 In this term:

relevant employees means the employees who may be affected by a change referred to in subclause 41.1.

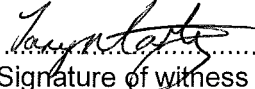
42. NO FURTHER CLAIMS

42.1 The parties undertake that, for the duration of this Agreement, they will not pursue any extra claims.

42.2 The rates of pay and conditions of employment specified in this Agreement will apply for the duration of this Agreement, unless otherwise provided.

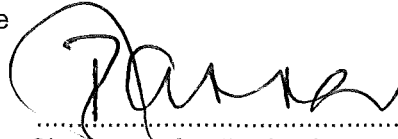
SIGNATORIES

Signed by an authorised representative
of the **Royal Flying Doctor Service of
Australia, Central Operations** in the
presence of:


.....
Signature of witness

TARYN LEA CARTY
.....
Name of witness (print)

22/12/2017
.....
Date



.....

Signature of authorised representative

RICHARD TANNER
.....
Name of authorised representative (print)

GENERAL MANAGER PEOPLE + CULTURE
RFDS CO
1 TOWER ROAD
Adelaide Airport 5950

Signed by on behalf of the
Engineers/SBEs by the nominated
representative in the presence of:


.....
Signature of witness

TONY MANSUETO
.....
Name of witness (print)

22-12-2017
.....
Date


.....

Nominated representative

RICHARD ALAN BARKER
.....
Name of nominated representative (print)

LAME GRADE 3
LICENCED AIRCRAFT MAINTENANCE ENGINEER
1 TOWER RD
ADELAIDE AIRPORT
5950

**SCHEDULE 1
WAGES**

ENGINEERS BASED IN ADELAIDE & PORT AUGUSTA

| Effective 1 Jan 2018 | First Year of Service | Second Year of Service | Third Year of Service | After Third Year of Service |
|-----------------------------|------------------------------|-------------------------------|------------------------------|------------------------------------|
| AME | \$80,962.62 | \$82,533.99 | \$84,136.62 | \$85,770.46 |
| Grade 1 | \$87,854.64 | \$89,564.00 | \$91,307.17 | \$93,085.05 |
| Grade 2 | \$94,713.70 | \$96,560.15 | \$98,443.03 | \$100,363.22 |
| Grade 3 | \$98,123.70 | \$100,037.83 | \$101,990.98 | \$103,982.32 |
| Effective 1 Jan 2019 | First Year of Service | Second Year of Service | Third Year of Service | After Third Year of Service |
| AME | \$82,581.87 | \$84,184.67 | \$85,819.35 | \$87,485.87 |
| Grade 1 | \$89,611.73 | \$91,355.28 | \$93,133.31 | \$94,946.75 |
| Grade 2 | \$96,607.98 | \$98,491.35 | \$100,411.89 | \$102,370.48 |
| Grade 3 | \$100,086.18 | \$102,038.58 | \$104,030.80 | \$106,061.97 |

SENIOR ENGINEERS BASED IN ADELAIDE & PORT AUGUSTA

| Effective 1 Jan 2018 | First Year of Service | Second Year of Service | Third Year of Service | After Third Year of Service |
|-----------------------------|------------------------------|-------------------------------|------------------------------|------------------------------------|
| Grade 3 | \$110,389.17 | \$112,542.55 | \$114,739.85 | \$116,980.12 |
| Effective 1 Jan 2019 | First Year of Service | Second Year of Service | Third Year of Service | Fourth Year of Service |
| Grade 3 | \$112,596.96 | \$114,793.40 | \$117,034.65 | \$119,319.72 |

ENGINEERS BASED IN ALICE SPRINGS

| Effective 1 Jan 2018 | First Year of Service | Second Year of Service | Third Year of Service | Fourth Year of Service |
|-----------------------------|------------------------------|-------------------------------|------------------------------|------------------------------------|
| AME | \$82,802.68 | \$84,409.77 | \$86,048.81 | \$87,719.79 |
| Grade 1 | \$89,851.34 | \$91,599.53 | \$93,382.33 | \$95,200.63 |
| Grade 2 | \$96,866.30 | \$98,754.69 | \$100,680.36 | \$102,644.18 |
| Grade 3 | \$100,353.78 | \$102,311.42 | \$104,308.96 | \$106,345.55 |
| Effective 1 Jan 2019 | First Year of Service | Second Year of Service | Third Year of Service | After Third Year of Service |
| AME | \$84,458.74 | \$86,097.97 | \$87,769.79 | \$89,474.18 |
| Grade 1 | \$91,648.37 | \$93,431.52 | \$95,249.97 | \$97,104.64 |
| Grade 2 | \$98,803.63 | \$100,729.78 | \$102,693.97 | \$104,697.06 |
| Grade 3 | \$102,360.86 | \$104,357.64 | \$106,395.14 | \$108,472.46 |

SENIOR ENGINEERS BASED IN ALICE SPRINGS

| Effective 1 Jan 2018 | First Year of Service | Second Year of Service | Third Year of Service | After Third Year of Service |
|-----------------------------|------------------------------|-------------------------------|------------------------------|------------------------------------|
| Grade 3 | \$112,898.02 | \$115,100.34 | \$117,347.59 | \$119,638.75 |
| Effective 1 Jan 2019 | First Year of Service | Second Year of Service | Third Year of Service | After Third Year of Service |
| Grade 3 | \$115,155.98 | \$117,402.35 | \$119,694.55 | \$122,031.52 |

APPRENTICES BASED IN ADELAIDE & PORT AUGUSTA
(Based on relevant AME "First Year of Service" Salary)

| Junior Apprentice | 1-Jan-18 | 1-Jan-19 |
|------------------------------|-----------------|-----------------|
| First Year Apprentice (55%) | \$44,529.45 | \$45,420.04 |
| Second Year Apprentice (65%) | \$52,625.71 | \$53,678.22 |
| Third Year Apprentice (75%) | \$60,721.97 | \$61,936.41 |
| Fourth Year Apprentice (88%) | \$71,247.11 | \$72,672.05 |
| | | |
| Adult Apprentice | 1-Jan-18 | 1-Jan-19 |
| First Year Apprentice (78%) | \$63,150.84 | \$64,413.86 |
| Second Year Apprentice (82%) | \$66,389.35 | \$67,717.14 |
| Third Year Apprentice (86%) | \$69,627.85 | \$71,020.41 |
| Fourth Year Apprentice (97%) | \$78,533.75 | \$80,104.42 |

APPRENTICES BASED IN ALICE SPRINGS
(Based on relevant AME "First Year of Service" Salary)

| Junior Apprentice | 1-Jan-18 | 1-Jan-19 |
|------------------------------|-----------------|-----------------|
| First Year Apprentice (55%) | \$45,541.48 | \$46,452.31 |
| Second Year Apprentice (65%) | \$53,821.75 | \$54,898.18 |
| Third Year Apprentice (75%) | \$62,102.02 | \$63,344.06 |
| Fourth Year Apprentice (88%) | \$72,866.36 | \$74,323.69 |
| | | |
| Adult Apprentice | 1-Jan-18 | 1-Jan-19 |
| First Year Apprentice (78%) | \$64,586.09 | \$65,877.82 |
| Second Year Apprentice (82%) | \$67,898.20 | \$69,256.16 |
| Third Year Apprentice (86%) | \$71,210.31 | \$72,634.52 |
| Fourth Year Apprentice (97%) | \$80,318.60 | \$81,924.98 |

**SCHEDULE 2
ADDITIONAL PAYMENTS/DEDUCTIBLE EXCLUSIONS**

ADDITIONAL PAYMENTS – SBE's & Engineers at SA & NT Bases

These Additional Payments have been increased to match the wages offer of 2%

| | 1-Jan-18 | 1-Jan-19 |
|--------------------|-----------------|-----------------|
| Signatory | \$2,058.78 | \$2,099.95 |
| NDT | \$1,066.59 | \$1,087.93 |
| Tool allowance | \$1,996.66 | \$2,036.59 |
| Taxi approval | \$1,109.26 | \$1,131.45 |
| Additional Ratings | \$1,060.45 | \$1,081.66 |
| Weight Control | \$2,218.51 | \$2,262.88 |

DEDUCTIBLE EXCLUSIONS – SA Based Engineers

These Deductible Exclusions have been increased to match the wages offer of 2%

| | 1-Jan-18 | 1-Jan-19 |
|---|-----------------|-----------------|
| B 1.1 TOTAL | \$19,155.07 | \$19,538.17 |
| E2 - Structures | \$1,214.74 | \$1,239.03 |
| E39 - Airframe Ice Prot'n | \$227.78 | \$232.33 |
| E41 - Oxygen Systems | \$75.93 | \$77.45 |
| E13 - Hydraulics | \$759.23 | \$774.41 |
| E42 - Landing Gear Retr'n | \$759.23 | \$774.41 |
| E15 - Air-conditioning ¹ | \$255.97 | \$261.09 |
| E14 - Vapour Cycle A/C | \$255.97 | \$261.09 |
| E16 - Pressurisation ² | \$4,902.42 | \$5,000.46 |
| E3 - Engine PT6A | \$4,911.12 | \$5,009.34 |
| E6 - Avionic LRU | \$820.83 | \$837.25 |
| E1 & E4 - Single Generator ³ | \$2,013.03 | \$2,053.29 |
| E32 - Multi Generator | \$2,958.82 | \$3,017.99 |

| | 1-Jan-18 | 1-Jan-19 |
|----------------------------------|-----------------|-----------------|
| B2 Electrical TOTAL | \$4,971.85 | \$5,071.28 |
| No Electrical Group ⁴ | \$4,971.85 | \$5,071.28 |
| E1 & E4 - Single Generator | \$2,013.03 | \$2,053.29 |
| E32 - Multi Generator | \$2,958.82 | \$3,017.99 |

| | 1-Jan-18 | 1-Jan-19 |
|-----------------------------------|------------|------------|
| B2 Instrument TOTAL | \$8,542.36 | \$8,713.20 |
| No Inst. Groups | \$8,542.36 | \$8,713.20 |
| E5 & E7 - Instruments | \$1,518.45 | \$1,548.82 |
| E28 - Multi Axis A/Pilot | \$1,596.53 | \$1,628.47 |
| E29 - Remote Compass | \$524.95 | \$535.45 |
| E31 - Pressurisation ⁵ | \$4,902.42 | \$5,000.46 |

| | 1-Jan-18 | 1-Jan-19 |
|---------------------------------|-------------|-------------|
| B2 Radio TOTAL | \$11,266.31 | \$11,491.63 |
| E8 No radio groups ⁶ | \$11,266.31 | \$11,491.63 |
| E8 - VHF & HF Radio | \$1,301.53 | \$1,327.56 |
| E11 - Audio & CVR | \$1,301.53 | \$1,327.56 |
| E18 - ADF Systems | \$1,271.18 | \$1,296.60 |
| E19 - VOR Systems | \$1,271.18 | \$1,296.60 |
| E20 - ILS Systems | \$1,271.18 | \$1,296.60 |
| E21 - Weather Radar | \$987.91 | \$1,007.67 |
| E22 - ATC Transponder | \$898.10 | \$916.06 |
| E23 - Radio Altimeter | \$987.91 | \$1,007.67 |
| E24 - DME Systems | \$987.91 | \$1,007.67 |
| E26 - Satellite Navigation | \$987.91 | \$1,007.67 |

DEDUCTIBLE EXCLUSIONS – NT Based Engineers

These Deductible Exclusions have been increased to match the wages offer of 2%

| | 1-Jan-18 | 1-Jan-19 |
|---|-------------|-------------|
| B 1.1 TOTAL | \$19,590.41 | \$19,982.21 |
| E2 - Structures | \$1,242.35 | \$1,267.20 |
| E39 - Airframe Ice Prot'n | \$232.96 | \$237.62 |
| E41 - Oxygen Systems | \$77.65 | \$79.21 |
| E13 - Hydraulics | \$776.49 | \$792.01 |
| E42 - Landing Gear Retr'n | \$776.49 | \$792.01 |
| E15 - Air-conditioning ¹ | \$261.79 | \$267.03 |
| E14 - Vapour Cycle A/C | \$261.79 | \$267.03 |
| E16 - Pressurisation ² | \$5,013.84 | \$5,114.12 |
| E3 - Engine PT6A | \$5,022.74 | \$5,123.19 |
| E6 - Avionic LRU | \$839.49 | \$856.28 |
| E1 & E4 - Single Generator ³ | \$2,058.78 | \$2,099.95 |
| E32 - Multi Generator | \$3,026.05 | \$3,086.58 |

| | 1-Jan-18 | 1-Jan-19 |
|----------------------------------|------------|------------|
| B2 Electrical TOTAL | \$5,084.83 | \$5,186.53 |
| No Electrical Group ⁴ | \$5,084.83 | \$5,186.53 |
| E1 & E4 - Single Generator | \$2,058.78 | \$2,099.95 |
| E32 - Multi Generator | \$3,026.05 | \$3,086.58 |

| | 1-Jan-18 | 1-Jan-19 |
|-----------------------------------|------------|------------|
| B2 Instrument TOTAL | \$8,736.50 | \$8,911.23 |
| No Inst. Groups | \$8,736.50 | \$8,911.23 |
| E5 & E7 - Instruments | \$1,552.95 | \$1,584.01 |
| E28 - Multi Axis A/Pilot | \$1,632.82 | \$1,665.47 |
| E29 - Remote Compass | \$536.89 | \$547.62 |
| E31 - Pressurisation ⁵ | \$5,013.84 | \$5,114.12 |

| | 1-Jan-18 | 1-Jan-19 |
|---------------------------------|-------------|-------------|
| B2 Radio TOTAL | \$11,522.11 | \$11,752.56 |
| E8 No radio groups ⁶ | \$11,522.11 | \$11,752.56 |
| E8 - VHF & HF Radio | \$1,331.11 | \$1,357.73 |
| E11 - Audio & CVR | \$1,331.11 | \$1,357.73 |
| E18 - ADF Systems | \$1,300.06 | \$1,326.06 |
| E19 - VOR Systems | \$1,300.06 | \$1,326.06 |
| E20 - ILS Systems | \$1,300.06 | \$1,326.06 |

| | | |
|----------------------------|------------|------------|
| E21 - Weather Radar | \$1,010.32 | \$1,030.53 |
| E22 - ATC Transponder | \$918.46 | \$936.83 |
| E23 - Radio Altimeter | \$1,010.32 | \$1,030.53 |
| E24 - DME Systems | \$1,010.32 | \$1,030.53 |
| E26 - Satellite Navigation | \$1,010.32 | \$1,030.53 |

DEDUCTIBLE EXCLUSIONS – SA Senior Based Engineers

These Deductible Exclusions have been increased to match the wages offer of 2%

| | 1-Jan-18 | 1-Jan-19 |
|---|-------------|-------------|
| B 1.1 TOTAL | \$21,549.47 | \$21,980.46 |
| E2 - Structures | \$1,366.59 | \$1,393.92 |
| E39 - Airframe Ice Prot'n | \$256.25 | \$261.38 |
| E41 - Oxygen Systems | \$85.41 | \$87.12 |
| E13 - Hydraulics | \$854.14 | \$871.22 |
| E42 - Landing Gear Retr'n | \$854.14 | \$871.22 |
| E15 - Air-conditioning ¹ | \$287.97 | \$293.73 |
| E14 - Vapour Cycle A/C | \$287.97 | \$293.73 |
| E16 - Pressurisation ² | \$5,515.22 | \$5,625.53 |
| E3 - Engine PT6A | \$5,525.00 | \$5,635.50 |
| E6 - Avionic LRU | \$923.44 | \$941.91 |
| E1 & E4 - Single Generator ³ | \$2,264.67 | \$2,309.96 |
| E32 - Multi Generator | \$3,328.67 | \$3,395.24 |

| | 1-Jan-18 | 1-Jan-19 |
|----------------------------------|------------|------------|
| B2 Electrical TOTAL | \$5,593.33 | \$5,705.20 |
| No Electrical Group ⁴ | \$5,593.33 | \$5,705.20 |
| E1 & E4 - Single Generator | \$2,264.67 | \$2,309.96 |
| E32 - Multi Generator | \$3,328.67 | \$3,395.24 |

| | 1-Jan-18 | 1-Jan-19 |
|-----------------------------------|------------|------------|
| B2 Instrument TOTAL | \$9,610.15 | \$9,802.36 |
| No Inst. Groups | \$9,610.15 | \$9,802.36 |
| E5 & E7 - Instruments | \$1,708.26 | \$1,742.42 |
| E28 - Multi Axis A/Pilot | \$1,796.11 | \$1,832.03 |
| E29 - Remote Compass | \$590.58 | \$602.39 |
| E31 - Pressurisation ⁵ | \$5,515.22 | \$5,625.53 |

| | 1-Jan-18 | 1-Jan-19 |
|---------------------------------|-------------|-------------|
| B2 Radio TOTAL | \$12,674.34 | \$12,927.82 |
| E8 No radio groups ⁶ | \$12,674.34 | \$12,927.82 |
| E8 - VHF & HF Radio | \$1,464.23 | \$1,493.52 |
| E11 - Audio & CVR | \$1,464.23 | \$1,493.52 |
| E18 - ADF Systems | \$1,430.06 | \$1,458.66 |
| E19 - VOR Systems | \$1,430.06 | \$1,458.66 |

| | | |
|----------------------------|------------|------------|
| E20 - ILS Systems | \$1,430.06 | \$1,458.66 |
| E21 - Weather Radar | \$1,111.34 | \$1,133.57 |
| E22 - ATC Transponder | \$1,010.31 | \$1,030.52 |
| E23 - Radio Altimeter | \$1,111.34 | \$1,133.57 |
| E24 - DME Systems | \$1,111.34 | \$1,133.57 |
| E26 - Satellite Navigation | \$1,111.34 | \$1,133.57 |

DEDUCTIBLE EXCLUSIONS – NT Senior Based Engineers

These Deductible Exclusions have been increased to match the wages offer of 2%

| | 1-Jan-18 | 1-Jan-19 |
|---|-------------|-------------|
| B 1.1 TOTAL | \$22,039.24 | \$22,480.03 |
| E2 - Structures | \$1,397.63 | \$1,425.59 |
| E39 - Airframe Ice Prot'n | \$262.08 | \$267.32 |
| E41 - Oxygen Systems | \$87.36 | \$89.11 |
| E13 - Hydraulics | \$873.55 | \$891.02 |
| E42 - Landing Gear Retr'n | \$873.55 | \$891.02 |
| E15 – Air conditioning ¹ | \$294.53 | \$300.42 |
| E14 - Vapour Cycle A/C | \$294.53 | \$300.42 |
| E16 - Pressurisation ² | \$5,640.58 | \$5,753.39 |
| E3 - Engine PT6A | \$5,650.58 | \$5,763.59 |
| E6 - Avionic LRU | \$944.42 | \$963.31 |
| E1 & E4 - Single Generator ³ | \$2,316.13 | \$2,362.46 |
| E32 - Multi Generator | \$3,404.31 | \$3,472.40 |

| | 1-Jan-18 | 1-Jan-19 |
|----------------------------------|------------|------------|
| B2 Electrical TOTAL | \$5,720.45 | \$5,834.85 |
| No Electrical Group ⁴ | \$5,720.45 | \$5,834.85 |
| E1 & E4 - Single Generator | \$2,316.13 | \$2,362.46 |
| E32 - Multi Generator | \$3,404.31 | \$3,472.40 |

| | 1-Jan-18 | 1-Jan-19 |
|-----------------------------------|------------|-------------|
| B2 Instrument TOTAL | \$9,828.57 | \$10,025.14 |
| No Inst. Groups | \$9,828.57 | \$10,025.14 |
| E5 & E7 - Instruments | \$1,747.07 | \$1,782.01 |
| E28 - Multi Axis A/Pilot | \$1,836.93 | \$1,873.67 |
| E29 - Remote Compass | \$604.00 | \$616.08 |
| E31 - Pressurisation ⁵ | \$5,640.58 | \$5,753.39 |

| | 1-Jan-18 | 1-Jan-19 |
|---------------------------------|-------------|-------------|
| B2 Radio TOTAL | \$12,962.32 | \$13,221.57 |
| E8 No radio groups ⁶ | \$12,962.32 | \$13,221.57 |
| E8 - VHF & HF Radio | \$1,497.49 | \$1,527.44 |
| E11 - Audio & CVR | \$1,497.49 | \$1,527.44 |
| E18 - ADF Systems | \$1,462.57 | \$1,491.82 |
| E19 - VOR Systems | \$1,462.57 | \$1,491.82 |

| | | |
|----------------------------|------------|------------|
| E20 - ILS Systems | \$1,462.57 | \$1,491.82 |
| E21 - Weather Radar | \$1,136.59 | \$1,159.32 |
| E22 - ATC Transponder | \$1,033.27 | \$1,053.94 |
| E23 - Radio Altimeter | \$1,136.59 | \$1,159.32 |
| E24 - DME Systems | \$1,136.59 | \$1,159.32 |
| E26 - Satellite Navigation | \$1,136.59 | \$1,159.32 |

¹ Under a part 66 licence, E14 will only appear when E15 has been lifted and a restriction still exists on Vapour Cycle Systems. Therefore, the absence of E14 on a B1.1 licence will not warrant payment of that amount unless E15 is also absent.

² If B1 and B2 licences are held, the pressurisation group payments will only be paid once.

³ Under a part 66 licence, E32 will only appear when E1 and E4 have been lifted and a restriction still exists on Multi Generator Systems. Therefore, the absence of E32 on a B1.1 licence will not warrant payment of that amount unless E1 and E4 are also absent.

⁴ If B1 and B2 licences are held, the electrical category payments will only be paid once.

⁵ If B1 and B2 licences are held, the pressurisation group payments will only be paid once.

⁶ Under part 66 licence exclusions E11, E18 through E24 and E26 will only appear when E8 has been lifted and restrictions still apply on other systems in the radio category. Therefore, the absence of E11, E18 through E24 and E26 on a B2 licence or any combination thereof will not warrant payment of those amounts unless E8 is also absent.

FAIR WORK COMMISSION
Undertakings for an Enterprise Agreement

Title: Royal Flying Doctor Service, Central Operations, Aircraft Engineers Enterprise Agreement 2018

Applicant: Royal Flying Doctor Service, Central Operations

Section: s.190 – FWC may approve an enterprise agreement with undertakings

Matter Number: AG2017/6692

UNDERTAKINGS BY APPLICANT

Further to the application for approval of the *Royal Flying Doctor Service, Central Operations, Aircraft Engineers Enterprise Agreement 2018 (Agreement)*, and the concerns raised by the Fair Work Commission via correspondence dated 27 April 2018, the Applicant requests that the Agreement be approved upon and with the following undertakings being provided by the Applicant:

- 1) **Personal Leave (clause 29) and Parental Leave (clause 30)** – The Royal Flying Doctor Service, Central Operations provides an undertaking to the Commission that it will apply the National Employment Standards (NES) in respect to Personal Leave and Parental Leave in the event that any clause contained within the policy documents are less than the NES.
- 2) **Clause 21 TOIL** – The Royal Flying Doctor Service, Central Operations provides an undertaking to pay any employee entitled to Time Off In Lieu at the applicable overtime rate upon termination as per clause 32.2 (k) of the Airline Operations – Ground Staff Award 2010.



Richard Tanner

General Manager People and Culture

Date

18 May 2018