



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Royal Flying Doctor Service of Australia Central Operations (AG2017/6699)

ROYAL FLYING DOCTOR SERVICE, CENTRAL OPERATIONS, OPERATIONS CO-ORDINATORS AGREEMENT 2017

Miscellaneous

COMMISSIONER WILSON

MELBOURNE, 9 MAY 2018

Application for approval of the Royal Flying Doctor Service, Central Operations, Operations Co-ordinators Agreement 2017.

[1] An application has been made for approval of an enterprise agreement known as the *Royal Flying Doctor Service, Central Operations, Operations Co-ordinators Agreement 2017* (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 Doctor 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.

[4] The Community and Public Sector Union 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) I note that the Agreement covers the organisation.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 16 May 2018. The nominal expiry date of the Agreement is 9 May 2021.



COMMISSIONER

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Annexure A

FAIR WORK COMMISSION
Undertakings for an Enterprise Agreement

Title: Royal Flying Doctor Service, Central Operations, Operations Coordinators Agreement 2017

Applicant: Royal Flying Doctor Service, Central Operations

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

Matter Number: AG2017/6699

UNDERTAKINGS BY APPLICANT

Further to the application for approval of the *Royal Flying Doctor Service, Central Operations, Operations Coordinators Agreement 2017 (Agreement)*, and the concerns raised by the Fair Work Commission via correspondence dated 4 and 11 April 2018, the Applicant requests that the Agreement be approved upon and with the following undertakings being provided by the Applicant:

1. With respect to clause 17.3 of the Agreement, the *Royal Flying Doctor Service, Central Operations* undertakes that in any case in which that clause operates to produce a circumstance in which an employee receives less than 5 weeks of paid annual leave for a year of service as prescribed by s.87(1)(b) of the FW Act, it will recognise and grant to that employee an entitlement to such additional period of paid annual leave as is necessary to satisfy the entitlement to paid annual leave as prescribed by that provision.
2. The *Royal Flying Doctor Service, Central Operations* undertakes that it will apply the Agreement on the basis that any employee who works ordinary hours over seven days of the week and is regularly rostered to work on Sundays and public holidays and is defined as a shiftworker for the purposes of the NES and, accordingly, is entitled to paid annual leave as prescribed by s.87(1)(b) of the FW Act. In that respect, it acknowledges that employees who work their ordinary hours according to the cycle of shifts set out in Schedule B to the Agreement is such a shiftworker.
3. The *Royal Flying Doctor Service, Central Operations* undertakes that it will apply the Agreement with respect to clause 17.3 on the basis that any employee who is covered by the Agreement but is not a shiftworker for the purposes of the NES (as referred to in

the undertaking in paragraph 2 above) the RFDS will recognise and grant to that employee such a period of annual leave as is necessary to satisfy the entitlement to paid annual leave as prescribed by s.87(1)(a) of the FW Act.

4. The *Royal Flying Doctor Service, Central Operations* undertakes that in any case where the employment of an employee is terminated by reason of redundancy and the period of continuous service which the employee has had with the Applicant falls within the range referred to in Column 1 the table below, it will pay the employee the amount of severance pay set out in Column 2 opposite that range, notwithstanding that clause 28.2 of the Agreement provides for it to pay the employee less than that amount of severance pay.

Column 1 Period of continuous service	Column 2 Severance pay
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks

(Signature)  _____

(Name & Title) GENERAL MANAGER PEOPLE & CULTURE

(Date) 7/5/2018

*Signed in accordance with section 190(5) of the Fair Work Act 2009 (Cth) by the Applicant,
as the employer giving the undertaking*

**ROYAL FLYING DOCTOR SERVICE
CENTRAL OPERATIONS**

Operations Co-ordinators Agreement 2017

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.

1. **TITLE**

This Agreement shall be known as the Royal Flying Doctor Service, Central Operations, Operations Co-ordinators Agreement 2017.

2. **ARRANGEMENT**

2.1 This Agreement is arranged as follows:

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3. PARTIES BOUND

This Agreement shall be binding on and applied to:

- Royal Flying Doctor Service, Central Operations (**the RFDS**);
- All Operations Co-ordinators employed by the Royal Flying Doctor Service, Central Operations at the Port Augusta Base; and
- The Community and Public Sector Union (PSU Group) (**the CPSU**).

4. COMPREHENSIVE AGREEMENT

This Agreement operates to the exclusion of any modern award and replaces the Royal Flying Doctor Service, Central Operations, Operations Co-ordinator Agreement 2014.

5. PERIOD OF OPERATION

- 5.1 This Agreement shall operate from the date of approval by the Fair Work Commission.
- 5.2 This Agreement shall remain in force for three years from approval by Fair Work Australia.
- 5.3 The parties covered by this Agreement agree that they will commence negotiation for an agreement to replace the Agreement within three months of the expiry date.

6. DEFINITIONS

For the purposes of this Agreement:

- 6.1 **Act** means the *Fair Work Act 2009* (Cth).
- 6.2 **Agreement** means the Royal Flying Doctor Service, Central Operations, Operations Co-ordinators Agreement 2017.
- 6.3 **Base** means the Port Augusta base.
- 6.4 **Continuous Service** means a period of unbroken service served by an Operations Co-ordinator for the RFDS.
- 6.5 **Employee Representative** means any person whom the Operations Co-ordinator(s) nominate(s) or elect(s) as a representative, which may include an Operations Co-ordinator or representative from the Union.
- 6.6 **Employer** means the Royal Flying Doctor Service, Central Operations.
- 6.7 **Rostered working days** means a day rostered on duty.
- 6.8 **Operations Co-ordinator** means an employee whose primary function is to coordinate RFDS flights, in consultation with RFDS medical staff, by using radio and/or telephone equipment, and whose employment is governed by this Agreement.

6.9 **Union** means the Community and Public Sector Union, PSU Group.

7. AIM OF 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.

8. NO FURTHER CLAIMS

The parties bound by this Agreement shall not make extra claims that alter the terms and conditions of employment for the period during which this Agreement operates, whether or not those terms and conditions relate to a matter that is expressly covered by this Agreement.

9. PROBATIONARY PERIOD

9.1 A six-month probationary period applies to all offers of employment for Operations Co-ordinators. At the completion of the probationary period, permanent appointment is reviewed and is contingent upon satisfactory performance during the probationary period.

9.2 During the probationary period, either the RFDS or the Operations Co-ordinator may terminate the employment arrangement by providing one week's notice. It is not necessary for either party to provide a reason for termination during this period.

10. SALARIES

10.1 Save and except where specifically provided for in this Agreement, the Operations Co-ordinators shall be paid in accordance with Schedule A of this Agreement.

10.2 The annual salary paid to Operations Co-ordinators under this Agreement shall constitute payment for all hours worked, and is inclusive of penalty rates (excepting overtime), allowances and annual leave loading.

10.3 Salaries shall be paid fortnightly by electronic funds transfer into a bank, building society, credit union or other financial institution account of the Operations Co-ordinators choice.

11. STAFF DEVELOPMENT

11.1 The program will be based on the implementation of the training and development activities necessary to implement the competency based system of salary progression as detailed in Schedule A. The competencies detailed in Schedule A may be varied by agreement. The program may include other activities that will assist staff in the performance of their work and the introduction of new work practices and new technology.

11.2 Schedule A of this Agreement contains a six-tier system of salary progression for Operations Co-ordinators based on the completion of relevant competencies, timeframes, and satisfactory performance.

- 11.3 Salary progression throughout all tiers will be based on attainment of the required competencies for the next tier and an assessment by the Operations Control Centre Manager that the Operations Co-ordinators work performance is of a satisfactory standard.
- 11.4 Operations Co-ordinator Staff who are currently classified as Tier 3 in the 2014 Agreement will become Tier 5 in this Agreement and those currently classified as a Tier 4 in the 2014 Agreement will become Tier 6.
- 11.5 Advancement from Tier 1 to Tier 2 recognises the Operations Co-ordinators formal commencement on the 24/7 roster supervised (e.g. allocation to permanent shift work/roster line) and their achievement of the required competence and satisfactory performance standards (in accordance with clause 11.3). It is anticipated that these pre-requisites will be met by full-time and casual Tier 1 staff after three months employment.

However, irrespective of when an Operations Co-ordinator commences on a permanent shift work/roster line, advancement to Tier 2 will not occur prior to a minimum of three months employment. Irrespective of any advancement to Tier 2, clause 9 of this Agreement remains effective.

- 11.6 Advancement from Tier 2 to Tier 3 will occur after 3 months and achievement of the required competence and satisfactory performance standards (in accordance with 11.3).
- 11.7 Advancement from Tier 3 to Tier 4 will occur after 6 months and upon achieving the required competence and satisfactory performance standards.
- 11.8 Advancement from Tier 4 to Tier 5 will occur after 12 months and upon achieving the required competence and satisfactory performance standards.
- 11.9 Tier 5 permanent Operations Co-ordinators will move to Tier 6 (Tier 6 is not available to casual employees') upon having completed the required competence and satisfactory performance standards (in accordance with clause 11.3). Operations Co-ordinators are responsible for achieving their own education to progress from Tier 5 to Tier 6. The RFDS will reimburse the cost of course fees incurred by the employee upon successful completion of the required competencies in Schedule A to move to Tier 6.
- 11.10 Tier 6 Operations Co-ordinators will be required to act up as OCC Manager when required, subject to the payment of a higher duties allowance outlined in Schedule A.
- 11.11 Staff who have been provided with access to the training and development that would allow them to complete the required competency, will not advance until such competencies or a suitable and agreed alternative has been satisfactorily completed.

12. SALARY PACKAGING

Operations Co-ordinators shall be entitled to salary packaging in accordance with the RFDS Salary Packaging Policy upon commencement of employment with the RFDS.

13. PART-TIME OPERATIONS CO-ORDINATORS

- 13.1 The ordinary hours of a part-time Operations Co-ordinator shall be negotiated between the RFDS and the Operations Co-ordinator, and shall not be equal to or exceed those ordinary hours of a full-time Operations Co-ordinator.
- 13.2 Part-time Operations Co-ordinators shall be entitled to salary and paid leave at a rate proportional to a full-time Operations Co-ordinator, according to hours worked, and based on the appropriate salary in Schedule A of this Agreement.
- 13.3 Full-time Operations Co-ordinators, 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.
- 13.4 No existing full-time Operations Co-ordinator shall be transferred by the RFDS to part-time employment without the written consent of that Operations Co-ordinator.

14. CASUAL OPERATIONS CO-ORDINATORS

- 14.1 A casual Operations Co-ordinator is one engaged in relieving work or work of a casual nature, and whose employment may be terminated with one day's notice by either party.
- 14.2 A casual Operations Co-ordinator shall be paid at the hourly rate, as prescribed in Schedule A of this Agreement, which includes the required casual loading.
- 14.3 A casual Operations Co-ordinator will be able to progress to Tier 5 through completion of both the necessary competencies and the minimum prescribed number of shifts. Progression to Tier 6 will not be available to casual Operations Co-ordinators.

15. HOURS OF WORK

- 15.1 Ordinary hours shall not exceed an average of 38 hours per week over a cycle of shifts in accordance with a roster developed by the RFDS, in consultation with the Operations Co-ordinators. The current roster, which may be altered in accordance with Clause 15.3 below, is attached at Schedule B.
- 15.2 Every Operations Co-ordinator shall be entitled to a minimum 10-hour break between rostered periods of work.
- 15.3 The RFDS agrees to retain, for the operation of the agreement, the current roster shift length which is 12 hours as referenced in Schedule B. Variations to the roster pattern at Schedule B, will be developed in consultation with the Operations Co-ordinators and, any roster changes will occur with at least 7 days' notice.
- 15.4 With the exception of the professional development/training sessions referred to in Clause 16, Operations Co-ordinators will be granted time off in lieu for attendance at RFDS provided training scheduled outside of their ordinary rostered hours.

16. DEVELOPMENT PROGRAM

Professional development/training sessions are conducted regularly at three-week intervals, usually between 1730 and 1930. Attendance at these sessions is mandatory and compensated by way of the development program premium incorporated into the Operations Co-ordinator's salary/hourly rate.

17. ANNUAL LEAVE

17.1 Annual leave under the Royal Flying Doctor Service Central Operations, Operations Co-ordinators Agreement 2014 was 30 rostered working days per annum. Under this Agreement Operations Co-ordinators have agreed to a reduction of their annual leave.

17.2 Annual Leave accrual will be 22 rostered working days per annum (264 hours) from 1 January 2018.

17.3 Annual Leave accrual will be 19 rostered working days per annum (228 hours) from 1 January 2019.

17.4 Leave must be taken in full week blocks, these full week blocks may commence on any day of the week.

17.5 Any personal illness or injury suffered by an Operations Co-ordinator 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. Annual leave is cumulative and unused leave is payable in lieu upon termination of employment.

17.6 **Cash-out of Annual Leave**

17.6.1 An Operations Co-ordinator 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.

17.6.2 The cashing out of a portion of leave is contingent upon the Operations Co-ordinator taking at least four weeks of annual leave in the same period of 12 months.

17.6.3 The authorisation of such a written request is at the sole discretion of the RFDS.

17.6.4 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 an Operations Co-ordinator is entitled to receive payment in lieu of the amount of annual leave at the Operations Co-ordinator's annual wage at the time the election is made.

18. LONG SERVICE LEAVE

18.1 Operations Co-ordinators shall accrue long service leave entitlements in accordance with the *Long Service Leave Act 1987* (SA) and can be taken in accordance with the RFDS Leave Policy.

19. PERSONAL LEAVE

19.1 Paid personal leave of 10 rostered working days per year is available to an Operations Co-ordinator who is absent from work due to:

19.1.1 Personal illness or injury (sick leave); or

19.1.2 Having to provide care and support to an immediate family or household member who is ill or injured (carer's leave);

and is accrued and taken in accordance with the National Employment Standards and taken in line with the RFDS Leave Policy.

19.2 Personal leave is cumulative, but unused leave is not payable upon termination of employment

20. BEREAVEMENT LEAVE

An Operations Co-ordinator is entitled to paid bereavement leave for up to three days per occasion in accordance with the RFDS Leave Policy.

21. PARENTAL LEAVE

Parental leave can be taken when:

- an employee gives birth
- an employee's spouse or de facto partner gives birth
- an employee adopts a child under 16 years of age

Employees are entitled to 12 months of unpaid parental leave. They can also request an additional 12 months of leave.

Employees are entitled to parental leave in accordance with the act and 14 weeks paid parental leave on full pay or 28 weeks paid parental leave on half pay.

The RFDS paid leave entitlement is paid in addition to any Federal Government Scheme to which an employee may be eligible.

22. JURY LEAVE

Employees 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 their "normal" salary which would have been paid had the employee not been on Jury service.

Employees must notify the RFDS as soon as possible before the date upon which they are required to attend jury service. Employees must provide RFDS with proof of such attendance, the duration of attendance and amount received in respect of such jury service. Employees called up and subsequently not required for jury service must report for work ASAP after being advised they are not required.

23. OPERATIONAL UNIFORM

Operations Co-ordinators will be entitled to uniforms and protective clothing in accordance with the RFDS' Uniform Policy.

24. OVERTIME

24.1 Where an Operations Co-ordinator works in excess of his or her rostered working hours in accordance with Schedule B of this Agreement, overtime is payable at the rate of time and one half for the first two hours and double time thereafter.

24.2 Where overtime is not continuous with ordinary hours, the minimum payment shall be two hours in any instance. Overtime is payable at the rate of time and one half for the first three hours and double time thereafter.

25. SUPERANNUATION

Superannuation is provided in accordance with RFDS Superannuation Policy and the *Superannuation Guarantee (Administration) Act 1992* (Cth).

26. TRAVEL ON RFDS BUSINESS

If an Operations Co-ordinator is required to travel on RFDS business, reasonable travel, accommodation and meal costs will be provided in accordance with the RFDS Travel and Accommodation Policy. Operations Co-ordinators will receive Time Off In Lieu for travel outside of their rostered hours of work.

27. TERMINATION OF EMPLOYMENT

27.1 During the probationary period an employee may terminate their employment by giving the RFDS one weeks' notice in writing without reason.

27.2 After the probationary period, an employee may terminate their employment by providing four weeks' notice.

27.3 The RFDS and employee may agree upon the provision of less than four weeks' notice.

27.4 In order to terminate the employment of an employee the RFDS will provide the period of notice below;

- 1 year or less – 1 week
- More than 1 year – 3 years – 2 weeks
- More than 3 years - 5 years – 3 weeks
- Five years or more – 4 weeks

27.5 Employees aged 45 and over will receive an additional weeks' notice if they have had two years or more consistent service with the RFDS.

27.6 Payment in lieu of notice will be made if the appropriate notice period is not required to be worked. Payment will be made based on the employee's full rate of pay.

- 27.7 RFDS may terminate the employees' employment without notice if the employee commits an act of serious and wilful misconduct/negligence that warrants immediate termination and payment of notice will not be made.
- 27.8 Subject to the provisions of clause 326 (4) of the Fair Work Act, the RFDS has the right to deduct from any wages owing to an employee at termination, any monies due to the RFDS under the provisions of this Agreement.

28. REDUNDANCY

- 28.1 "Redundancy" occurs where the RFDS has made a definite decision that it no longer wishes the job the Operations Co-ordinator has been doing to be done by anyone and that decision leads to the termination of employment of the Operations Co-ordinator, except where this is due to the ordinary and customary turnover of labour.

28.2 Severance Pay

An employee whose employment is terminated by reason of redundancy, is entitled to two weeks' pay per year of service up to a maximum of 30 weeks' pay.

28.3 Job Search Entitlement

During the period of notice of termination given by the RFDS in accordance with Clause 27.4 an employee 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.

If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee 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.

28.4 Leaving During a Period of Notice

An employee, given notice of termination in circumstances of redundancy, may terminate their employment during the period of notice in accordance with Clause 27.4.

In this circumstance, the employee 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.

29. RFDS POLICIES

- 29.1 Operations Co-ordinators will comply with all RFDS policies and procedures, as from time to time may be in force.
- 29.2 Where such policies are created or varied and effect conditions of employment, the RFDS will consult with Operations Co-ordinators and if required, their representative.

30. ANTI-DISCRIMINATION PROVISION

- 30.1 It is the intention of the parties to this Agreement to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination in the organisation on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 30.2 Any dispute concerning these provisions and their operation may be progressed under the dispute resolution procedure in this Agreement.
- 30.3 Nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth or State legislation.
- 30.4 Nothing in these provisions prohibits:
 - 30.4.1 any discriminatory conduct (or conduct having a discriminatory effect) that is based on the inherent requirements of a particular position; or
 - 30.4.2 any discriminatory conduct (or conduct having a discriminatory effect) if:
 - 30.4.2.1 the employee is a member of staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed; and
 - 30.4.2.2 the conduct was in good faith to avoid injury to the religious susceptibilities of that religion or creed.

31. CONSULTATION

This term applies if the RFDS;

- 31.1 (a) proposes 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
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- 31.2 For a major change referred to in paragraph 31.1 (a):
 - (a) the employer must notify the relevant employees of the proposal to introduce the major change; and
 - (b) subclauses (31.3) to (31.9) apply.
- 31.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 31.4 If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

- (b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

31.5 As soon as practicable, the employer must:

- (a) discuss with the relevant employees:

- (i) the introduction of the change; and

- (ii) the effect the change is likely to have on the employees; and

- (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:

- (i) all relevant information about the change including the nature of the change proposed; and

- (ii) information about the expected effects of the change on the employees; and

- (iii) any other matters likely to affect the employees.

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

31.7 The employer must give prompt and genuine consideration to matters raised by the relevant employees prior to a final decision being made and prior to implementation.

31.8 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 (31.2) (a) and subclauses (31.3) and (31.5) are taken not to apply.

31.9 In this term, a major change is likely to have a significant effect on employees if it results in:

- (a) the termination of the employment of employees; or

- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or

- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

- (d) the alteration of hours of work; or

- (e) the need to retrain employees; or

- (f) the need to relocate employees to another workplace; or

- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

31.10 For a change referred to in paragraph (31.1)(b):

- (a) the employer must notify the relevant employees of the proposed change; and

- (b) subclauses (31.11) to (31.15) apply.

31.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.

31.12 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

31.13 As soon as practicable after proposing to introduce the change, the employer must:

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
- (c) 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).

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

31.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees prior to a final decision being made and prior to implementation.

31.16 In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (31.1).

32. FLEXIBILITY

32.1 The RFDS and an Operations Co-ordinator covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

32.1.1 The Agreement deals with one or more of the following matters:

32.1.1.1 Arrangements about when work is performed;

32.1.1.2 Overtime rates;

32.1.1.3 Penalty rates;

32.1.1.4 Allowances;

- 32.1.1.5 Leave loading; and
- 32.1.2 The arrangement meets the genuine needs of the RFDS and the individual Operations Co-ordinator in relation to at least one of the matters in Clause 32.1.1; and
- 32.1.3 The arrangement is genuinely agreed to by the parties.
- 32.2 The RFDS must ensure that the terms of the individual flexibility arrangement:
 - 32.2.1 Are about permitted matters under section 172 of the Act; and
 - 32.2.2 Are not unlawful terms under section 194 of the Act; and
 - 32.2.3 Result in the Operations Co-ordinator being better off overall than they would be if no arrangement had been made.
- 32.3 The RFDS must ensure that the individual flexibility arrangement:
 - 32.3.1 Is in writing;
 - 32.3.2 Includes the name of the RFDS and the individual Operations Co-ordinator to which it relates;
 - 32.3.3 Is signed by the RFDS and the individual Operations Co-ordinator;
 - 32.3.4 Includes details of:
 - 32.3.4.1 The terms of the Agreement that will be varied by the arrangement;
 - 32.3.4.2 How the arrangement will vary the effect of the terms; and
 - 32.3.4.3 How the Operations Co-ordinator will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - 32.3.4.4 States the day on which the arrangement commences.
- 32.4 The RFDS must give the Operations Co-ordinator a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 32.5 The RFDS or the Operations Co-ordinator may terminate the individual flexibility arrangement:
 - 32.5.1 By giving no more than 28 days written notice to the other party; or
 - 32.5.2 If the RFDS and the Operations Co-ordinator agree in writing – at any time.

33. FREEDOM OF ASSOCIATION

The parties agree that Operations Co-ordinators are free to join, or not join, an industrial association of their choice, and that an Operations Co-ordinator will not be discriminated against or victimised because they are, or are not, members of an industrial association.

34. DISPUTE RESOLUTION

- 34.1 A party to this Agreement may be assisted at any stage of the dispute resolution process by a representative, who may be a Union representative. The parties agree to deal with any such representative in good faith. To avoid doubt, this assistance includes notifying or advising any person or body of the existence of a dispute, or acting as an advocate.
- 34.2 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:
- 34.3 The employee and the supervisor will meet and confer to try and resolve the matter at the workplace level.
- 34.4 If the matter is not resolved either party may raise the issue with the next level of management and acknowledge the right of either party to appoint in writing another person to act on behalf of the party in relation to resolving the matter at the workplace level.
- 34.5 If the matter cannot be resolved at the workplace level, either party may refer the dispute to the Fair Work Commission for conciliation or arbitration.
- 34.6 The FWC may do all such things that are necessary for the just resolution or determination of the dispute, including mediation, conciliation, or arbitration. Both parties agree to be bound by any procedural, interim, and final decision and the outcome of arbitration (or appeal/s).
- 34.7 The parties Agree that during this dispute resolution process work will continue as normal and in accordance with employees contract of employment unless the dispute relates to a reasonable concern about an imminent risk to their health or safety
- 34.8 Subject to relevant provisions of any State or Territory OHS law, even if the employee has a reasonable concern about an imminent risk to their health or safety, they must not unreasonably fail to comply with the direction by RFDS to perform other available work, whether at the same workplace or another workplace that is safe and appropriate for the employee to perform.
- 34.9 The parties must co-operate to ensure that the dispute resolution process is carried out as quickly as is reasonably possible.

35. TERMINATING THIS AGREEMENT

The parties acknowledge that the Agreement can only be terminated in accordance with the Act, however, it is the intention of the parties to this Agreement that neither party will seek to terminate the Agreement.

36. SIGNATORIES

Signed for and on behalf of
all OPERATIONS
CO-ORDINATORS
by

[Signature]
In the presence of:
[Signature]

PHILIP MORAN

RFDS PORT AUGUSTA
MANAGER

MICHAEL HORNER
RFDS OPERATIONS CO-ORDINATOR
AT PORT AUGUSTA AIRPORT - AS
A BARGAINING REPRESENTATIVE
RFDS FACILITY
AIRPORT ROAD
PORT AUGUSTA S.A
5700

Signed for and on behalf of
THE ROYAL FLYING
DOCTOR SERVICE,
CENTRAL OPERATIONS
by

[Signature]

In the presence of:

[Signature]
SENIOR PEOPLE &
CULTURE ADVISOR

RICHARD TANNER,
GENERAL MANAGER PEOPLE + CULTURE
RFDSLO
1 TOWER RD ADELAIDE AIRPORT 5950.

Signed for and on behalf of
THE COMMUNITY AND
PUBLIC SECTOR UNION
(PSU) GROUP
by

[Signature]

In the presence of:

[Signature]
Beth Vincent - Pietsch
CPSU Deputy Secretary

Brooche Muscat Bentley
CPSU Acting Deputy Secretary
at 1/40 Brisbane Ave Bartford 2600
as a bargaining representative

SCHEDULE A**PART ONE – RATES OF PAY**

	On acceptance of the EA	1 July 2018	1 July 2019	1 July 2020
Tier 1	\$56,100	\$57,200	\$58,400	\$59,500
Tier 2	\$63,900	\$65,150	\$66,450	\$67,800
Tier 3	\$71,700	\$73,100	\$74,550	\$76,050
Tier 4	\$76,750	\$78,250	\$79,800	\$81,400
Tier 5	\$81,800	\$83,400	\$85,100	\$86,800
Tier 6	\$87,200	\$89,000	\$90,800	\$92,600

CASUAL HOURLY RATES

	On acceptance of the EA 2%	1 July 2018	1 July 2019	1 July 2020
Tier 1 – Casual Rate	\$ 35.48	\$36.18	\$36.94	\$37.70
Tier 2 – Casual Rate	\$40.42	\$41.21	\$42.04	\$42.89
Tier 3 – Casual Rate	\$45.36	\$46.24	\$47.12	\$48.08
Tier 4 – Casual Rate	\$48.55	\$49.50	\$50.48	\$51.49
Tier 5 – Casual Rate	\$51.75	\$52.76	\$53.83	\$54.91

* Casual loading is 25%

Higher Duties

If an Operations Co-ordinator is required by the RFDS to perform the duties of the OCC Leader for a period equal to or exceeding one week on a consecutive basis the Operations Co-ordinator will be entitled to a 10% loading on their base pay, in addition to their normal salary for the period.

SCHEDULE A – PART TWO – TIER DESCRIPTION

The Operations Co-ordination Centre is identified as a critical component of RFDS as it provides 24/7 call receipt, dispatch and co-ordination of emergency transfer of patients throughout South Australia and Northern Territory, and also other interstate transfers.

The department is unique in terms of its operational requirements, equipment and outputs and can best be compared with other essential emergency communication centres.

Work practices within the Operations Co-ordination Centre is generally structured around technical system capability and is influenced by service requirements, base operational structure, emergency resources and organizational culture and practice. Service delivery is a key job component given its intrinsic link to core business objectives.

While Operations Co-ordinators may exercise a degree of discretion in the manner in which resources are organised to meet service requirements, the ability to foster co-operation from others is essential.

Decision-making is rapid and undertaken where choices are limited, self-evident or subject to operational parameters.

Additionally, this position is responsible for the effective co-ordination of non-emergency repatriation transfers.

This position reports to the OCC Manager.

All internal training is conducted by authorised training personnel.

Competencies

In addition to satisfying the RFDS Behavioural & Technical Competencies and the RFDS Core Capabilities, the details of which are provided on the RFDS intranet, Operations Co-ordinators are required to demonstrate the following competencies:

TIER	DESCRIPTION	COMPETENCIES	TIME FRAME
1 Supervised	<ul style="list-style-type: none"> • Induction (Classroom environment) • Day work Mon- Fri Conducted internally 	<ul style="list-style-type: none"> • Familiarise with OPS 61 Operational Control Centre manual • Receive Transport Requests and assign task numbers • Assign ambulance service resources • Basic fire & Warden emergency • Evacuation • Drug and Alcohol Management Plan training. (DAMP) • Complete Radio Telephony • Follow organisation occupational health and safety policies 	<ul style="list-style-type: none"> • 3 months
2 Supervised	<ul style="list-style-type: none"> • Induction continued – Operations room environment • 24/7 roster coverage 	<ul style="list-style-type: none"> • Consolidation of Tier 1 competencies in OCC 	<ul style="list-style-type: none"> • 3 months
3 Consolidation (with guidance)	<ul style="list-style-type: none"> • Consolidation of position • Ops room duties • Receive Transport Requests and assign task numbers • Coordinate resources • Coordinate refuelling • Acknowledge understanding of OPS 61 operational manual 	<ul style="list-style-type: none"> • BSB MED 301 Complete advance medical terminology • BSBRSK401 Identify Risk • Complete Threat & Error Management Course • Complete Manual Handling Course. 	<ul style="list-style-type: none"> • 6 months

TIER	DESCRIPTION	COMPETENCIES	TIME FRAME
4 Independent Operator	<ul style="list-style-type: none"> • Competent Operations Coordinator • Able to work independently 	<ul style="list-style-type: none"> • HLTAM012 Communicate in complex and difficult situations • BSBWOR403 Manage stress in the workplace • BSBFLM303 Contribute to effective workplace relationships 	<ul style="list-style-type: none"> • 12 months
5 Technical expert	<ul style="list-style-type: none"> • Experienced Operator • Dispatch resources efficiently and effectively • Ability to provide support to colleagues 	<ul style="list-style-type: none"> • TAEDEL401A Plan and deliver group based learning • TAEDEL301A Provide work skill instruction • TAEDEL402A Plan and facilitate learning in the workplace • BSBLED401A Develop teams and individuals 	<ul style="list-style-type: none"> • Upon completion of required competencies
6 Technical expert/mentor (permanent staff only)	<ul style="list-style-type: none"> • Mentor Team • Quality Control • Continual improvement • Provide training as required • OCC Manager relief 		

SCHEDULE A

TIER	COMPETENCIES	DESCRIPTION
Key Area All Tiers	<ul style="list-style-type: none"> • Collect and record all case data and payment details in accordance with system requirements. • Attend workplace training and development. • Complete relevant shift log and other administration duties associated with each individual transport request. • Maintain a current First Aid Certificate. • Provide expertise and support during the dispatch of non-standard requests (e.g. search and rescue). • Participate in Quality compliance reviews, case audits, competency testing, service benchmarking exercises and implementation of auditing systems / methods. • Follow organisation occupational health and safety policies. 	Nationally accredited training provided by SAAS.

**In accordance with Clause 11.1 these competency requirements may be varied by agreement.

SCHEDULE B

Employee	Week	M	T	W	T	F	S	S	Rostered Hours
A	1	-	-	D1	D2	N1	N2	-	48.8
B	2	-	-	-	-	-	D1	D2	24.4
C	3	N1	N2	-	-	-	-	-	24.4
D	4	-	D1	D2	N1	N2	-	-	48.8
E	5	-	-	-	D1	D2	N1	N2	48.8
F	6	-	-	-	-	D1	D2	N1	36.6
G	7	N2	-	-	-	-	-	D1	24.4
H	8	D2	N1	N2	-	-	-	-	36.6
I	9	D1	D2	N1	N2	-	-	-	48.8
J	10				Relief				38
K	11				Relief				38

LEGEND:

- D1 = 12.2 hour day shift (6:47 to 19:00)
- D2 = 12.2 hour day shift (7:17 to 19:30)
- N1 = 12.2 hour night shift (starts night rostered) (18:47 to 7:00)
- N2 = 12.2 hour night shift (starts night rostered) (19:17 to 7:30)
- = day off

Average Hours = 38 per week

Title: Royal Flying Doctor Service, Central Operations, Operations Coordinators Agreement 2017

Applicant: Royal Flying Doctor Service, Central Operations

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

Matter Number: AG2017/6699

UNDERTAKINGS BY APPLICANT

Further to the application for approval of the *Royal Flying Doctor Service, Central Operations, Operations Coordinators Agreement 2017 (Agreement)*, and the concerns raised by the Fair Work Commission via correspondence dated 4 and 11 April 2018, the Applicant requests that the Agreement be approved upon and with the following undertakings being provided by the Applicant:

1. With respect to clause 17.3 of the Agreement, the *Royal Flying Doctor Service, Central Operations* undertakes that in any case in which that clause operates to produce a circumstance in which an employee receives less than 5 weeks of paid annual leave for a year of service as prescribed by s.87(1)(b) of the FW Act, it will recognise and grant to that employee an entitlement to such additional period of paid annual leave as is necessary to satisfy the entitlement to paid annual leave as prescribed by that provision.
2. The *Royal Flying Doctor Service, Central Operations* undertakes that it will apply the Agreement on the basis that any employee who works ordinary hours over seven days of the week and is regularly rostered to work on Sundays and public holidays and is defined as a shiftworker for the purposes of the NES and, accordingly, is entitled to paid annual leave as prescribed by s.87(1)(b) of the FW Act. In that respect, it acknowledges that employees who work their ordinary hours according to the cycle of shifts set out in Schedule B to the Agreement is such a shiftworker.
3. The *Royal Flying Doctor Service, Central Operations* undertakes that it will apply the Agreement with respect to clause 17.3 on the basis that any employee who is covered by the Agreement but is not a shiftworker for the purposes of the NES (as referred to in

the undertaking in paragraph 2 above) the RFDS will recognise and grant to that employee such a period of annual leave as is necessary to satisfy the entitlement to paid annual leave as prescribed by s.87(1)(a) of the FW Act.

4. The *Royal Flying Doctor Service, Central Operations* undertakes that in any case where the employment of an employee is terminated by reason of redundancy and the period of continuous service which the employee has had with the Applicant falls within the range referred to in Column 1 the table below, it will pay the employee the amount of severance pay set out in Column 2 opposite that range, notwithstanding that clause 28.2 of the Agreement provides for it to pay the employee less than that amount of severance pay.

Column 1 Period of continuous service	Column 2 Severance pay
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks

(Signature)



(Name & Title)

GENERAL MANAGER PEOPLE & CULTURE

(Date)

7/5/2018

*Signed in accordance with section 190(5) of the Fair Work Act 2009 (Cth) by the Applicant,
as the employer giving the undertaking*