



DECISION

Fair Work Act 2009

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

The Royal Flying Doctor Service of Australia (Western Operations)
(AG2010/14900)

RFDS WESTERN OPERATIONS COORDINATOR COLLECTIVE AGREEMENT 2010-2013

Health and welfare services

COMMISSIONER CLOGHAN

PERTH, 2 NOVEMBER 2010

Application for approval of the RFDS Western Operations Coordinator Collective Agreement 2010-2013.

[1] On 8 October 2010, the Royal Flying Doctor Service of Australia (Western Operations) made application for approval of a single enterprise agreement to be known as the *RFDS Western Operations Coordinator Collective Agreement 2010-2013* (“the Agreement”). The application was made pursuant to s.185 of the *Fair Work Act 2009* (“the Act”).

[2] The Agreement was approved by ballot which concluded on 1 October 2010.

[3] Fair Work Australia must approve an enterprise agreement pursuant to s.186 of the Act if the requirements set out in that section, s.187 and s.188 are met.

[4] I am satisfied, from the material provided to the Tribunal, that ss.186, 187 and 188, as are relevant to this application for approval, have been met.

[5] The Community and Public Sector Union (CPSU), being a bargaining representative for employees covered by the Agreement, has given notice stating that the organisation wants the Agreement to cover the CPSU.

[6] The CPSU has read the Applicant’s statutory declaration in support of the application and also provided a declaration of support of application for approval of the Agreement.

[7] The Agreement is approved and will, in accordance with s.54(1) of the Act, operate from 9 November 2010.

[8] The nominal expiry date of this Agreement is 30 June 2013.

COMMISSIONER

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Royal Flying Doctor Service of Australia
(Western Operations)

Operations Coordinators
Agreement 2010 - 2013

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1. **TITLE**

- 1.1 This Agreement shall be known as the RFDS Western Operations Coordinator Collective Agreement 2010 - 2013.

2. **DEFINITIONS**

- 2.1 "**Act**" means Fair Work Act 2009 (Cth)

- 2.2 "**Awards**" means The Royal Flying Doctor Service Radio Staff Award 2000

- 2.3 "**Casual Employee**" means an employee who is employed on the basis that the employment is casual and that there is no entitlement to paid leave and who is informed of these conditions of employment before he or she is engaged.

A casual employee shall be paid a loading equal to 25% of the salary rate for each hour worked.

The provisions of Clauses 12,13,15,16,17,18,19, 21, 29 and 31 shall not apply to casual employees.

- 2.4 "**Company**" means the Royal flying doctor Service, Western Operation.

- 2.5 "**Consultation**" means providing employees, and where requested their representatives, with relevant information and a bona fide opportunity to influence and contribute to the decision making process not only in appearance but in fact, before a decision is made.

- 2.6 "**Daily Rate of Pay**" means the Weekly Rate of Pay divided by 5 hours.

- 2.7 "**Employee**" means an Operations Coordinator, based at Jandakot WA, employed by the RFDS in the classifications set out in Schedule A to this Agreement

- 2.8 "**Employee Representative**" means any person whom the employee(s) nominate(s) or elect(s) as a representative. An employee organisation registered under the terms of the relevant legislation that is entitled to represent the interests of RFDS (Western Operations) employees.

- 2.9 "**Hourly Rate of Pay**" means a full time employee's weekly salary divided by 38 hours.

- 2.10 "**Hours of Work**" means the hours as agreed to by the RFDS and employees not exceeding 38 hours per week averaged over the rostered period. The ordinary hours of work of part-time employee shall be as rostered by the RFDS, subject to Clause 14 of this Agreement.

- 2.11 "**Part-time Employee**" means an employee working less than the ordinary hours prescribed for a full-time employee of the same classification. As described in Clause 11.

- 2.12 "**Public Holiday**" means the actual day the public holiday falls on:
New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, WA Labour Day, Christmas Day, Boxing Day and Foundation Day
The terms of the National Employment Standards (NES) apply to the application of Public Holidays. Where an employee works on a public holiday payment will be made according to the terms of clauses 12.1 to 12.5 inclusive.

- 2.13 "**RFDS**" means Royal Flying Doctor Service of Australia (Western Operations) (ACN 067 077 696).

- 2.14 "**Rostered Working Hours**" means the hour's employees are required to work either as specified by a roster.

- 2.15 **"Shiftwork"** involves rosters covering an entire 24 hour period over each of the seven days of the week.
- 2.16 **"Total Salary"** means the combined total of base salary, shift, weekend and Public Holiday loadings and annual leave loading as set out in Section 1 of Schedule A to this Agreement.
- 2.17 **"Weekly Rate of Pay"** means a full time employee's total salary divided by 52.166.

3. REPRESENTATION AND CONSULTATION

- 3.1 In any matter arising under this agreement, an employee may represent themselves or appoint a representative, which may be a union representative, to assist or represent them. All relevant parties will deal with such representatives in good faith.
- 3.2 In making decisions that affect employees the employer commits to engaging in consultation with employees and their representatives.

4. RELATIONSHIP with the Award and OTHER AGREEMENTS

- 4.1 This Agreement replaces and operates to the exclusion of any and all terms of any award, or other industrial instrument(s) that might otherwise apply to the employees employment and supersedes and replaces any prior agreements, arrangements or undertakings whether verbal or written between the parties. The Agreement covers all matters or claims relating to the Employees employment.

5. PERIOD OF OPERATION

- 5.1 This Agreement shall commence seven days after the approval by Fair Work Australia and will apply until 30 June 2013.
- 5.2 This Agreement will continue to apply after its expiry date in accordance with the Act until such time that the Agreement is varied, replaced or terminated in accordance with the Act.

6. VARIATION OR FLEXIBILITY OF AGREEMENT

- 6.1 Variation of Agreement
The parties acknowledge that this Agreement may be varied. In the event that variations to this Agreement are considered necessary by the parties, and there is agreement on the variations between the parties, application will be made to Fair Work Australia to vary this Agreement.
- 6.2 Flexibility of Agreement
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:
- (a) the agreement deals with 1 or more of the following matters:
- (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the employer and employee.

- 6.2.1 The employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 6.2.2 The employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) 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
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) 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
 - (e) states the day on which the arrangement commences.
- 6.2.3 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 6.2.4 The employer or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement or
 - (b) if the employer and employee agree in writing — at any time.
- 6.2.5 The terms of an individual flexibility arrangement will be enforced as though a term of this agreement.

7. NO EXTRA CLAIMS

- 7.1 The parties bound by this Agreement shall not make extra claims that affect the employees' terms and conditions of employment which exist for the period of operation of the Agreement.

8. PURPOSE AND INTENT

- 8.1 The purpose of this Agreement is to promote an environment within the workplace whereby Coordinators are valued for their contribution to the core business of RFDS.
- 8.2 It is the objective of the parties to this Agreement to continue workplace practices that provide for flexible and safe 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.
- 8.3 During the term of this Agreement, parties to the Agreement will work together to enhance mechanisms that facilitate consultation between the RFDS and employees.
- 8.4 This agreement recognises and appropriately rewards the improvements in productivity achieved over the last three years.

- 8.5 Both parties acknowledge that RFDS operates in a dynamic, changing environment. Accordingly, the parties agree to consult and cooperate on matters that arise during the life of this Agreement including:
- (a) Introduction of new systems with appropriate training to improve working arrangements and efficiencies within the Operations Centre.
 - (b) Development of staff appraisal procedures and performance management systems.
 - (c) Promotion of a learning workplace and a safe and productive working environment.
- 8.6 This Agreement recognises the pivotal role of team work in enabling the RFDS to effectively carry out its functions. In order to facilitate teamwork, employees in all disciplines may perform a wide range of functions and duties pursuant to their Position Description. In carrying out all duties, employees shall ensure and take all necessary steps to ensure that the quality, accuracy and completion of any job or task is carried out to the satisfaction of RFDS management. Employees may be expected, from time to time, to assist in the measurement and/or review of work methods or the utilisation of labour under the terms and conditions of this Agreement.

9. ORGANISATIONAL CHANGE

- 9.1 RFDS will continue to change in its structure, operation and composition in order to maintain and improve services and adjust to meet the changing needs of our clients.
- 9.2 Where RFDS has made a definitive decision to introduce major changes that are likely to have significant effects on employees
- (i) conditions of employment, or
 - (ii) their employment

RFDS shall consult with Employee(s) who may be affected by the proposed changes.

- 9.3 For the purposes of this clause, "significant effects" include termination of employment, major changes in the composition, operation or size of the RFDS workforce or in the skills required; elimination or diminution of the job opportunities, promotion opportunities or job tenure; the need for retraining or transfer of employees to other work or locations and restructuring of jobs.
- 9.4 RFDS shall discuss with the employee(s) affected and where they choose, employee representative(s) the introduction of changes referred to in subclause 9.3 of this clause; the effects the changes are likely to have on employee(s), measures to avert or mitigate the adverse effects of such changes on employee(s) and shall give prompt and genuine consideration to matters raised by the employee(s) and/or the employee representative(s) in relation to the changes.
- 9.5 The discussions shall commence as early as practicable after a definite decision has been made by RFDS to make the changes referred to in subclause 9.3 of this clause.
- 9.6 For the purposes of such discussions, RFDS shall provide to the employee(s) concerned and the employee representative(s), all relevant information about the changes; including the nature of the changes proposed, the expected effects of the changes on employee(s) and other matters likely to affect employee(s); provided that RFDS shall not be required to disclose confidential information, the nature of which would be detrimental to RFDS interests.

10. CONTRACT OF EMPLOYMENT

10.1 Employees shall perform their duties in accordance with this Agreement and their Position Descriptions (Schedule B).

Qualifying Period

10.2 All new employees are required to serve a qualifying period as a condition of employment.

10.3 The maximum qualifying period for new employees will be 6 months.

10.4 An employee's suitability for employment will be assessed within 6 months of commencement of employment.

10.5 Having regard to the contents of the assessment, the RFDS may:

been a) Terminate the qualifying period (thus recognising this condition of employment has satisfied); or

b) Terminate the employment.

10.6 Prior to commencement of employment, an employee shall be provided by the RFDS with a Letter of Appointment, which confirms the employee's appointment to the particular position and his/her classification, and includes a duty statement.

Notice (Ordinary Termination)

10.7 Except in the case of casual employees, an employee engaged on permanent hire (other than a qualifying period employee) may terminate his or her employment by giving the RFDS 4 weeks' written notice of resignation. The RFDS may withhold monies due to the employee equal to any shortfall in this notice period.

10.8 Except in the case of casual employees, the RFDS may terminate the employment of a employee engaged on permanent hire (other than a qualifying period employee) as follows:

10.8.1 By the RFDS giving four weeks' written notice of termination or by payment to the employee of an amount equal to four weeks' pay (based on the Weekly Rate of Pay) in lieu of notice.

10.8.2 Where the employee is over 45 years old and has completed two (2) or more years of continuous service with the RFDS, by the RFDS giving five weeks' written notice or by payment to the employee of an amount equal to five weeks' pay (based on the Weekly Rate of Pay) in lieu of notice.

10.9 The amount forfeited or paid in lieu of notice in clauses 10.7, 10.8.1 and 10.8.2 must equal the total of all amounts that, if the employee's employment had continued until the end of the period of notice, the RFDS would have become liable to pay to the employee because of the employment continuing during that period.

10.10 The employment of a casual employee may be terminated by either party by the giving of one day's notice, or the payment or forfeiture of one day's pay as the case may be.

10.11 In the case of serious misconduct, the RFDS has the right to terminate employment without notice.

10.12 Serious misconduct is wilful or deliberate behaviour that is of such a serious nature that it strikes at the heart of the contract of employment.

10.13 Serious misconduct includes but is not limited to:

- Breach of confidentiality;
- Being under the influence of alcohol/drugs at the workplace;
- Fighting/violence at the workplace;
- Stealing;
- Wilful damage of RFDS property or premises;
- Driving under the influence or being under the influence of drugs/alcohol whilst on duty.

11. PART TIME EMPLOYEES

- 11.1 Part-time employees shall be paid at a rate proportional to that of a full-time employee of the same classification and grade, according to the number of hours worked by the part-time employee.
- 11.2 A part-time employee shall be entitled to payments in respect of annual leave (calculated on the hours worked over the 12 month period), personal leave, and all other leave entitlements on a pro-rata basis.
- 11.3 The ordinary hours of part-time employees shall be a set number of hours as negotiated from time to time between the RFDS and the employee, and shall not equal or exceed those of a full time employee of the same classification.
- 11.4 Part-time employees shall be entitled to equal access to all training (taking into account their part time status) and promotional opportunities.
- 11.5 A full-time employee who requests part-time work and is given such work may revert to full-time employment on a specified future date by agreement with the RFDS. Such agreement shall be recorded in writing.
- 11.6 No existing full-time employee shall be transferred by the RFDS to part-time employment without the agreement and written consent of the employee.
- 11.7 A part-time employee who converts to full-time employment shall transfer all accrued entitlements and his/her employment shall be deemed continuous.

12. OVERTIME

- 12.1 Employees who are required to work outside "Rostered Working Hours" shall be paid overtime at the rate of time and a half for the first three hours and double time thereafter of the Hourly Rate of Pay, for all time worked outside Rostered Working Hours. An employee required to work overtime on Public Holidays shall be paid overtime at the rate of double time and one half.
- 12.2 Where mutually agreed, time off in lieu of payment for overtime worked shall be available, and will accrue at the same rate as the overtime rate of pay to which the employee would have been entitled (e.g. if the employee was entitled to be paid double time for overtime worked, the employee may instead accrue two hours off for each hour of overtime worked).
- 12.3 Time off in lieu of overtime must be taken within one calendar month of working the overtime, or it shall be paid out.
- 12.4 The Hourly Rate of Pay shall be used in the calculation of overtime.
- 12.5 Due to the uncertainty in hours worked by the Relief Employee, the Relief Employee position will have overtime calculated on the following basis:
- a) Hours worked to be reviewed at quarterly intervals (every 13 weeks).

- b) In a quarter where the Relief Employee's actual hours worked exceed 494 hours, the hours in excess of 494 hours (if any) will be paid as overtime in accordance with clause 12-Overtime.

13. CALL-BACKS

- 13.1 An employee recalled to work after leaving the RFDS premises shall be paid a minimum of three hours for each call-back at the Hourly Rate of Pay.

14. ROSTERING

- 14.1 RFDS will develop and implement rosters to meet operational requirements in consultation with staff. The times of work for employees on rostered shifts shall be displayed on a roster in a place conveniently accessible to employees.
- 14.2 The roster shall be displayed at least two weeks prior to the commencing date of the first working period in the roster.
- 14.3 Notwithstanding the provisions of clause 14.2, a roster may be altered for reasonable reasons at any time to enable the RFDS to operate.
- 14.4 Prior to the date of such roster change, affected employees shall be notified in writing, or where circumstances do not permit written notice, verbally, as soon as practicable.
- 14.5 If required to remain on duty, employees shall have access to paid meal breaks of 30 minutes duration during each shift. The timing and nature of the meal breaks are subject to consultation between the employees and the RFDS. Due to the essential emergency nature of the service provided by employees, it is recognised that employees may not be able to take their meal break within a five hour period on all occasions. In such circumstances employees will access meal breaks at the first opportunity and there will be no penalty incurred by the RFDS where staff are unable to take their meal break within a five hour period.
- 14.6 Employees not required to remain on duty during their meal break shall take an unpaid meal break of an agreed length which shall be no less than 30 minutes and no more than 60 minutes.

15. ANNUAL LEAVE

- 15.1 Employees who have completed 12 months' continuous service with the RFDS working permanent Shiftwork shall be entitled to six (6) consecutive weeks' leave at the Weekly Rate of Pay for each such completed year of service.
- 15.2 In addition to the leave entitlements prescribed in clause 15.1, an employee will accrue an additional day of annual leave for the fourth public holiday, and every subsequent public holiday, that the employee works in each financial year. In the event that a roster is changed in accordance with clause 14.3, the provisions of this clause will apply to the employee who reports for duty. Overtime shifts are included in its calculation. It is the responsibility of Operations Manager to ensure additional leave accrues in conjunction with this clause.
- 15.3 For the purpose of compiling a leave roster, the year shall be divided into 26, continuous two week blocks.
- 15.4 Annual Leave shall be taken in 2, 4 or 6 week blocks. Rostered time off during an employee's roster is not considered to be leave when combined with annual leave.
- 15.5 a) All employees shall utilise 6 weeks annual leave per year, except where agreed, as per subclause 15.5(b).

- b) An employee may, with the agreement of the Operations Management, defer 6 weeks annual leave or a proportion thereof, to the following year, accruing up to a maximum of 12 weeks annual leave, for planned extended holidays.
 - c) An employee wishing to defer a year's annual leave entitlement, in accordance with clause 15.5(b), is required to submit to the Operations Management, a request which details the dates that the annual leave is to be taken.
 - d) Upon approval from RFDS, the leave blocks relating to the approved annual leave, will be allocated to that employee.
 - e) The employee shall not be able to change these allocated leave blocks except with the approval of RFDS in accordance with clause 15.12.
- 15.6 Prior to the 30th September of each year, Operations Management will issue employees with an annual leave request form to make leave applications for the following calendar year.
- Employees shall complete this form indicating their 1st, 2nd and 3rd preference for annual leave blocks and return it no later than 31st October of the same year. Any annual leave request forms received after this date will be allocated leave on the basis of the availability of any remaining vacant annual leave blocks.
- 15.7 Annual leave will be approved by RFDS according to the Employee's preferences. Where a number of employees have requested the same annual leave blocks, RFDS will take into consideration:
- (a) The Employee's priority preference,
 - (b) If in the case of the request being a 1st preference, the availability of alternate preference blocks (2nd or 3rd),
 - (c) Whether or not the Employee has had annual leave approved for the same dates in previous years,
 - (d) Operational requirements.
- 15.8 At the conclusion of the process prescribed in clause 15.7, employees who have not been allocated their 6 weeks annual leave, except in accordance with clause 15.5(ii), shall be required to submit further annual leave request forms for the remaining blocks of leave, until all of their annual leave entitlement is allocated for the following calendar year.
- For the purposes of this clause, the process prescribed in clause 15.7 will continue to apply for all remaining vacant leave blocks.
- 15.9 The process prescribed at clause 15.7 will be repeated until all annual leave is allocated and all leave blocks are filled.
- 15.10 Where a dispute arises between employee(s) and RFDS Operations Management regarding the allocation of annual leave, the affected employee and where the employee chooses, their employee representative, shall meet with Operations Management to attempt to resolve the issue.
- 15.11 Should a dispute pursuant to clause 15.10 not be resolved to the satisfaction of the parties, it shall be referred to the Executive Manager responsible for the Operations Centre. The affected employee and where the employee chooses, the employee representative, shall meet with the Executive Manager to resolve the dispute. After careful consideration, the Executive Manager shall make a decision on when the annual leave shall be taken. This decision shall be final.
- 15.12 Where this is no adverse effect on operational requirements, employees may initiate annual leave "block swaps" with other employees.

- 15.13 Upon the approval and allocation of annual leave for all employees an employee can apply to utilise any annual leave they may have in excess of six weeks.
- 15.14 Notwithstanding the provisions of clauses 15.5 through 15.9, the parties recognise that, from time to time, extenuating circumstances may arise whereby an employee member may require annual leave at short notice or need to change their agreed leave block dates. The personal circumstances of the employee, the availability of a suitable alternate leave block and operational requirements will be considered when assessing such a request.
- 15.15 An employee before proceeding on leave shall have the option of being paid his/her salary, at the weekly rate of pay for the period of leave to be taken, in advance.
- 15.16 On termination, an employee shall be paid:
- (a) An amount for all untaken leave (including any untaken long service leave) which has fallen due in relation to any completed years of service;
 - (b) For an employee who is entitled to annual leave prescribed in 15.1, for any incomplete 12 months of continuous service, a pro rata amount calculated on a daily basis .
 - (c) Any outstanding accrued leave entitlements prescribed clause 15.2.
- 15.17 Where leave has been granted to an employee in advance of that employee becoming entitled to such leave, and the employee subsequently terminates his/her employment or is terminated by the RFDS before completing 12 months continuous service in respect of which leave was granted, the RFDS may deduct the cash equivalent of the unearned leave from any amounts owed to the employee on termination.
- 15.18 If an employee is recalled from annual leave they shall either (a) be credited the day(s) annual leave and be paid normal time for those shift(s) or (b) forfeit the annual leave day(s) and be paid overtime rates for those shift(s) worked.
- 16. PERSONAL LEAVE**
- 16.1 Employees are entitled to paid personal leave of 10 days per annum where they are absent from work due to:
- (a) personal illness or injury
 - (b) providing care and support to an immediate family or household member who is ill or injured ;
 - (c) an unexpected emergency affecting a member of the household or immediate family (emergency leave).
- 16.2 Paid personal leave accrues and is credited on a daily basis.
- 16.3 Where an employee exhausts their accrued paid personal leave credits, the Employee may utilise in advance any leave accruals anticipated for that year up to their anniversary date.
- Where Personal Leave has been granted in advance of an employee becoming entitled to such leave and the employee terminates his/her employment or is terminated by RFDS Western Operations, RFDS may deduct the cash equivalent of the leave taken in advance of accrual from any amounts owed to the employee on termination.
- 16.4 Paid personal leave is cumulative, and is not payable upon termination of employment.
- 16.5 Employees must advise the RFDS of their inability to attend work as soon as possible and where possible, prior to the commencement of their shift, including an estimate of how long they expect to be absent.

- 16.6 An employee is entitled to use accumulated personal leave for the purposes of sick leave where the current year's entitlement has been exhausted.
- 16.7 Where an absence on personal sick leave is longer than 2 days, employees must provide a medical certificate from a registered health practitioner or where this is not possible, a statutory declaration.
- 16.8 After two occasions in any year of service, where an employee has been absent for two days or less, without evidence, evidence may be requested in writing by the employer for all subsequent absences within that year.
- 16.9 The provisions of this clause with respect to payment do not apply to employees who are entitled to payment under the *Workers' Compensation and Injury Management Act 1981 (WA)*.
- 16.10 Employees taking personal carer's or personal emergency leave must be responsible for the care of the person concerned.
- 16.11 The term "immediate" family includes:
- (a) a spouse (including a former spouse, a de-facto spouse, same sex spouse and a former de facto spouse) of the employee, and
 - (b) a child or an adult child (including an adopted child, a step child or ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of that employee.
- 16.12 An employee who has exhausted his/her paid personal leave entitlements is entitled to a period of up to two (2) days' unpaid leave for each occasion that a member of the employee's immediate family or household require care and support due to being ill, injured or affected by an unexpected emergency.

17. COMPASSIONATE LEAVE

- 17.1 An employee shall be entitled to a maximum of two (2) days paid compassionate leave on each occasion when a member of the employee's immediate family or household member:
- (a) Contracts or develops a personal illness that poses a serious threat to their life; or
 - (b) Sustains a life threatening personal injury; or
 - (c) Dies.
- 17.2 Compassionate leave may be taken as:
- (a) a single, unbroken period of two(2) days; or
 - (b) 2 separate periods of 1 day each; or
 - (c) any separate periods to which the employee and the RFDS agree.
- 17.3 The RFDS may require reasonable evidence of the illness, injury or death.

18. SPECIAL LEAVE

- 18.1 Special Leave with pay may be granted in extraordinary or emergency circumstances where an employee is forced to be absent from duty because of an urgent pressing necessity ("Special Leave").
- 18.2 Special leave shall be granted for unforeseen emergencies which clearly prevent attendance for duty, for example, floods, bushfires, car accidents incurred while travelling to work, etc.

- 18.3 Special Leave shall be limited to the time necessary to cover the immediate emergency and shall be limited to a maximum of three (3) working days per year. However, additional leave may be granted in exceptional circumstances.

19. LEAVE OF ABSENCE WITHOUT PAY

- 19.1 An employee may, upon written request and approval, be granted leave of absence without pay in accordance with the RFDS policy.
- 19.2 An employee who engages in other employment whilst on leave of absence may be dismissed unless approval in writing to engage in other employment is first obtained from the RFDS.

20. PARENTAL LEAVE

- 20.1 Parental Leave shall be administered in accordance with the Fair Work Act 2009.

Paid Parental Leave

- 20.2. An employee shall be entitled to 6 consecutive weeks' paid parental leave, where an employee
- (a) is the primary care giver, and
 - (b) has completed 12 months continuous service.
- 20.3 Paid parental leave may be taken from the anticipated date of birth or in the case of adoption, from the date of placement of the child.
- 20.4 RFDS may request a statutory declaration as evidence of primary care giver status.

Unpaid Parental Leave

- 20.5 Unpaid Parental Leave is available to an employee in accordance with the Fair Work Act 2009.

21. LONG SERVICE LEAVE

- 21.1 Long Service Leave will be paid or taken in accordance with the provisions of the Long Service Leave Act 1958 (WA), except as provided hereafter.
- 21.2 (a) An employee who has completed at least 10 years continuous employment, in respect of each 10 years so completed, is entitled to 13 weeks Long Service Leave.
- (b) Where an employee has completed at least 7 years continuous employment leave accrued during further qualifying periods maybe taken before the completion of subsequent qualifying periods, subject to approval of RFDS.
- 21.3 RFDS may, at the request of the staff member, grant long service leave on half total salary for a period not exceeding 26 weeks.
- 21.4 Employees who work part time for either whole or part of the ten years qualifying period will have their salary for leave purposes calculated on a pro rata basis.

22. JURY SERVICE

- 22.1 The conditions applying to jury service are as specified in the RFDSWO Policy. To the extent that the terms of this agreement or policy are less than the terms of the NES, the NES will prevail.

23. COMMUNITY SERVICE

- 23.1 The condition applying to Community Service is as specified in s.108 and s.109 of the Act.

24. UNIFORMS

- 24.1 Where the RFDS requires a uniform to be worn, it shall provide at no cost to the employee such uniform (not including shoes), including long socks if shorts are issued. Similarly where RFDS requires protective clothing to be worn it shall provide such protective clothing, provided that such uniforms and protective clothing shall remain the property of RFDS.
- 24.2 An employee shall wear such uniform at all times while on duty and shall keep the uniform in good order and condition.
- 24.3 The cleaning and maintenance of the uniform shall be the responsibility of the employee.
- 24.4 Uniforms shall be supplied at the time of appointment and replaced at a time mutually agreed by the employee and the RFDS.
- 24.5 On termination of employment all uniforms shall be returned to the RFDS.

25. TRAINING

- 25.1 The RFDS shall be responsible for providing suitable and necessary training for all of its employees in all relevant facets of its activities.
- 25.2 The provision of optional training shall be at the discretion of the RFDS.
- 25.3 Employees shall be allowed time off without loss of pay for the purposes of attending courses and examinations conducted by the RFDS and/or other bodies approved in advance by the RFDS.
- 25.4 An employee shall not be required to attend for duty on any night shift which immediately precedes an examination. However, an employee undergoing examinations may be required to accept a shift change in order to avoid such night shift.

26. PERSONAL RECORDS

- 26.1 Any personnel file of any employee whether kept at the RFDS head office or another office, shall be open to inspection by that employee during normal business hours and in the presence of a person nominated by the RFDS. RFDS requires 24 hours notice from employees upon request to inspect their personnel file.
- 26.2 Ordinarily, an employee's personnel file shall be available only to the employee, Chief Executive Officer, Director of Corporate Services, Medical Director, Human Resources Manager, and Executive Director of the Operations Centre, Payroll Officer and the Operations Centre Manager and their respective confidential personal assistants. Information of a confidential nature contained therein should not be divulged to any other person without the prior written consent of the Employee.

27 DISPUTE SETTLEMENT PROCEDURES

- 27.1 In the event of a dispute arising relating to a matter arising under the agreement; or the National Employment Standards, this term sets out procedures to settle the dispute.
- 27.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 27.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 27.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.
- 27.5 Fair Work Australia may deal with the dispute in 2 stages:
- (a) Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that Fair Work Australia makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

- 27.6 While the parties are trying to resolve the dispute using the procedures in this term:
- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.
- 27.7 The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this term.

28. SUPERANNUATION

- 28.1 RFDS will make superannuation contributions it is required to make by virtue of the *Superannuation Guarantee Charge Act 1992* and the *Superannuation Guarantee (Administration) Act 1992*.

- 28.2 Where an employee contributes a proportion of their salary to a complying superannuation fund, RFDS will make additional employer contributions in accordance with RFDS Superannuation policy.
- 28.3 The RFDS shall remit contributions to the fund on a monthly basis.
- 28.4 The RFDS may suspend (for the applicable period) contributions made on behalf of an employee if the employee is absent for reasons other than annual leave, long service leave, sick leave, special leave, workers compensation or other authorised leave.

29. REDUNDANCY

- 29.1 A Redundancy occurs when an employer decides that it no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour. Where the employment of an employee is terminated for genuine operational reasons or for reasons which include a genuine operational reason, the employee will be entitled to the redundancy provisions contained in this clause.

Discussions before terminations:

- 29.2 Where RFDS has made a definite decision to make a particular job redundant, as described in clause 29.1, the RFDS shall enter into discussions with the affected employee(s) and where the affected employee(s) choose, the employee's representative.
- 29.3 Such discussions shall take place as soon as possible after the employer has made a definitive decision about whether redundancies exist as described in clause 29.1. These discussions shall cover, among other things:
- (a) The reasons for the proposed termination(s) or redundancy situations;
 - (b) Measures to avoid or minimise the termination(s); and
 - (c) Measures to mitigate any adverse effect of any termination(s) on the employees concerned.
- 29.4 For the purposes of the discussion, the RFDS shall, as soon as possible, provide to the employee(s) concerned, and where the employee(s) choose, the employee representative, all relevant information about the proposed terminations including:
- (a) The reasons for the proposed termination(s);
 - (b) The number and categories of employees likely to be affected; and
 - (c) The number of employees normally employed and the period over which the terminations are likely to be carried out.

Severance Pay

- 29.5 In addition to the period of notice prescribed for ordinary termination in clause 10.7, an employee whose employment is terminated by reason of redundancy will be paid a severance benefit equal to two weeks' salary for each completed year of service, to a maximum of 46 weeks.

Notice when a redundancy situation exists

- 29.6 Notice will be provided at least in accordance with the requirements the Fair Work Act 2009.

Employee Leaving During Notice

- 29.7 An employee whose employment is terminated for reasons set out in clause 29.1 may terminate their employment during the period of notice without prejudice to any entitlement otherwise accruing under clause 29.

Alternative Employment

- 29.8 Clause 29.5 - Severance Pay shall not apply where the RFDS obtains acceptable alternative employment for an employee.
- 29.9 Clause. 29.5 (Severance Pay) and Clause 29.6 (Notice-when a redundancy situation exists) do not apply to an employee who is made redundant where RFDS obtains the employee an offer of acceptable alternative employment within another area of the Company's business, or with a business entity owned by RFDS. It is acknowledged that "acceptable alternative employment" will, in relation to a particular employee, mean employment that:
- (a) is of the same classification;
 - (b) is at a location not unreasonably distant from the location of the employee's employment with the Company;
 - (c) is subject to terms and conditions of employment that, on the whole, are at least as beneficial as the terms that applied with the Company; and
 - (d) is offered with full recognition of, and acceptance of liability for, the employee's prior service and accrued entitlements with the Company.

Time off Work during Notice Period

- 29.10 During the period of notice of termination given by the RFDS, an employee shall be allowed the equivalent of one day's time off, without loss of pay, during each week of notice, for the purpose of seeking alternative employment.
- 29.11 If the employee has been allowed paid leave for more than the equivalent of one day during the notice period, for the purposes of seeking other employment, the employee shall, at the request of the RFDS, produce proof of attendance at an interview, or he/she shall not receive payment for the time absent. For this purpose a Statutory Declaration will be sufficient.

Employees with less than One Year's Service

- 29.12 Redundancy shall not apply to employees with less than one year's continuous service. RFDS will notify employees with less than one year's service of the impending redundancy at the earliest opportunity, and facilitate the employee to find suitable alternative employment.

Employees Exempted.

- 29.13 Clause 29 - Redundancy does not apply where employment is terminated as a consequence of Serious Misconduct.

30. SALARIES

- 30.1 Salaries for employees shall be paid in accordance with Schedule A: - 'Salaries' to this Agreement.

31. SALARY SACRIFICE / PACKAGING

- 31.1 Employees may participate in salary packaging in accordance with the offer and conditions set out below.
- a) The objective of salary packaging is to maximise flexibility for individuals to meet their personal and financial needs while at the same time ensure that the benefit arrangements comply with relevant taxation legislation and rulings.

- b) The Income Tax Assessment Act 1936, the Income Tax Assessment Act 1997 and the Fringe Benefits Tax Assessment Act 1986 together with RFDS Salary Packaging Policy , regulate and define the type of benefits that can be included in an employee's salary package, how the benefits are treated for taxation purposes, and the administrative arrangements that apply. This legislation or policy may change from time to time. If changes do occur, employees will be given the opportunity to adjust the structure of their salary package to take account of any new requirements.
 - c) Employees may salary package up to one hundred percent (100%) of his/her salary provided that the employee may not package more than \$30 000 of "grossed up taxable value" for those items that may attract Fringe Benefits Tax.
 - d) Salary Packaging will be provided in accordance with RFDS Salary Packaging Policy, and conditions offered in the Salary Packaging Letter of Offer and Salary Packaging Agreement.
- 31.2 The packaging offer, the terms and conditions of which shall be in writing and signed by both the RFDS and employee, should detail the component of the total remuneration package for the purpose of the Agreement and for the purpose of complying with time and wages records under the Act and Regulations.
- 31.3 In deciding whether to participate in salary packaging, the benefits need to be carefully considered in relation to individual financial and personal circumstances. It is a requirement that employees obtain independent financial counselling to ensure that their salary package suits their personal and financial requirements.

32. HIGHER DUTIES

- 32.1 An employee who temporarily performs the duties of a position at a higher classification shall be required to perform the duties of the higher classified position for a minimum of five consecutive working days before an allowance is payable under this clause.
- 32.2 Where an employee is required to temporarily perform only part of the duties of higher classified position the employee shall be paid a 5% of base salary allowance which reflects that portion of the duties performed. Such employee shall be advised of that portion prior to commencing the duties of the higher classified position.

33. GIVING PRIMACY TO THE PARTIES

- 33.1 To maintain the integrity of the agreement reached between the parties the parties agree to meet and confer about a relevant matter where Fair Work Australia removes any clause from this Agreement or advises that a clause is not enforceable, or amendments to legislation or regulations undermine the operation of a clause or make a clause not enforceable.

SCHEDULE A: SALARIES

SECTION 1 - Total Salary

	Effective 01 July 2010 (\$1,000 on base salary plus 5.5 % increment)	Effective 01 July 2011 (4 % increment)	Effective 01 July 2012 (4 % increment)
Level 1	\$54,774.82	\$56,965.81	\$59,244.44
Level 2	\$59,029.46	\$61,390.63	\$63,846.26
Level 3	\$64,618.80	\$67,203.55	\$69,891.69
Level 4	\$71,150.18	\$73,996.18	\$76,956.03

SECTION 2 - MOVEMENT BETWEEN LEVELS

All movement between levels shall be subject to a satisfactory performance appraisal and shall be as follows:

- Level 1 - Level 2 after successful completion of probationary period
- Level 2 - Level 3 after 12 month's continuous service at Level 2
- Level 3 - Level 4 after 12 month's continuous service at Level 3

Section 3 – TRAINING ALLOWANCE

Effective 01 July 2010 a training allowance of \$4814.95 will be paid to all employees who hold the training role. This allowance will increase on an annual basis in line with percentage increments listed in the salaries schedule.

SECTION 4: PAYMENT OF SALARIES

1. Salaries shall be paid monthly on the 15th day of each month.
2. Salaries, net of any authorised RFDS deductions, will be paid by electronic funds transfer into a maximum of six accounts of the Employee's choice in a bank, building society, credit union or other financial institution not later than the 15th day of each month unless that day is a weekend or Public Holiday in which case it will be paid at least one working day prior to the weekend or Public Holiday.
3. Leave loading of 17.5%, shift, weekend and Public Holiday penalties are included in the above Total Salaries.

SCHEDULE B: POSITION DESCRIPTION - OPERATIONS COORDINATOR

Department: Aviation

Reporting to: Operations Centre Manager

Position Objective:

- Coordinate aeromedical services provided by RFDS Western Operations.

Major areas of responsibility:

- Act as a communications centre for medical consults and evacuation requests and coordinate authorised aeromedical evacuations as provided by RFDS Western Operations. The operation of radio & telecommunications equipment. Maintenance of Operations Room records.

Duties & Responsibilities:

- Processing of all incoming communications, via telephone & radio, both during & outside normal office hours, associated with the consultation, evacuation & emergency services.
- Process flight requests & meet resulting priorities, subject to crew & aircraft availability & operational limitations.
- Organise Charter Evacuations as required.
- Maintain an operational communications watch via the most appropriate means (VHF, SAT, TEL, HF).
- Maintain an operational communications watch with organisational resources.
- Maintain all Operations Centre records, both manual & computerised.
- Ensure all information boards are up to date.
- Task flight crews & establish departure times.
- Organise fuel, meals, airstrip lights, accommodation & other support functions as required.
- Coordinate returning patient movements, including arranging for medical assessments.
- Liaise with city & country hospitals, nursing posts, medical centres & emergency services ensuring timely evacuations of patients.
- Liaise with ambulance providers & arrange all ambulance requirements
- Liaise with the Director of Nursing & PHC, Medical Director & other medical supervisory staff, as appropriate, on medical matters.
- Liaise with the Chief Pilot authority on flying matters.
- Liaise with the Aviation & Communications Manager, via the Operations Centre Manager, on operational matters.
- Liaise with the Engineering manager & Senior Engineer on maintenance matters.
- Liaise with the Technical Officer on communications equipment matters/faults.

- Liaise with the IT Administrator on computer related matters/faults.
- Liaise with other support bodies as required.
- Assist with reasonable requests from flight crews.
- Utilise security-monitoring equipment & report any faults to the Technical Officer.
- Operation of the HF radio network on a daily basis, carrying out weekly Emergency Alarm checks.
- Conduct security checks to ensure that the following doors are secured (subject to workload & crew status): Crew room sliding door to hanger; Crew room door access to apron; Library access to Crew Room & Administration door access to fuel point area.
- Ensure the roller door access to medical hangar is closed unless there is a requirement for a medical transfer or another advertised requirement.
- Other duties as required that would reasonably fall within the scope of the Operation Centre function. These duties will be within the limits of the Coordinator's skill, competency & training. Such duties are not designed to promote deskilling & are consistent with OHS requirements & guidelines.

SIGNING OF AGREEMENT

Dated this 7th day of October 2010

Signature of authorised person 

Office held: Human Resources Manager , RFDS Western Operations


Name of authorised person (block letters): JEAN BYRNE

In the presence of

Signature of Person: 

Name of Person (block letters) Glenwyne Penniah

Dated: 7-Oct-2010

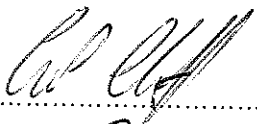
Signature of authorised person 

Office held: Operations Centre Coordinator

Name of authorised person (block letters): PETER RICKETTS

Dated: 7-OCT-2010

In the presence of:

Signature of Person: 

Name of Person (block letters) PAUL CLIFF

Dated: 7th OCT 2010.