

22/11/22

To: The Honourable Ms Carina Garland, MP for the Electorate of Chisholm,

Firstly, on behalf of my family, who have been significantly impacted by this matter, I just wanted to express my appreciation to you for facilitating a meeting in your Electorate Office on Wednesday 16/11/22.

I had tried throughout the tenure of the previous local MP, Ms Gladys Liu, to obtain a meeting. During her entire term she steadfastly refused to meet with me or offer me any assistance at all. Your change of approach was much appreciated.

The fact that you were prepared to meet with me was an important gesture and gives me confidence that the Electorate has a far more effective advocate and representative than we have had with the previous incumbent, Ms Gladys Liu. Thankyou.

At our meeting I had the opportunity to provide you with a brief overview of what is a complicated and technical matter. I advised you that I would provide you with two magazine articles from Australian Flying Magazine. I have titled them "APTA before CASA action" and "APTA after CASA action". They provide an excellent overview of APTA. Whilst they do not cover the matter in its entirety, they do provide the best initial overview.

I don't expect you to read through it in its entirety, but I also draw your attention to a forum on my matter that has attracted over 1,000,000 views and thousands of comments, on an aviation forum. A sampling of the comments will provide the "vibe" of industry's view on this matter. For your reference, I post on there as "Glenb". If one assumes that "where there is smoke, there is fire", the forum suggests that this is a significant matter. The forum can be accessed via here: [Glen Buckley and Australian small business -V- CASA - PPRuNe Forums](#)

I raised my concerns with you regarding the potential misconduct of Mr Aleck, CASAs Executive Manager of Legal, International and Regulatory Affairs I will address that in more detail at a later stage via a formal submission that I intend to make, but I did suggest that you could contact Senator Sterle to ascertain his own experience with Mr Aleck in his dealings with Mr Aleck in the Senate. Whilst I have no insight into Senator Sterles opinion of Mr Aleck, Senator Sterle would be well placed to provide you with his thoughts, as he has had experience dealing with him. The reason that Mr Aleck is so relevant to this matter is because he was the sole decision maker in my matter. It was his decision that I was operating unlawfully, and it was he that closed my business.

I advised you that CASAs ICC has advised that he would be comfortable with you attending a meeting between he and I on this matter. I appreciate that you are extremely busy, so Mr Hanton the CASA ICC has offered to facilitate that meeting either in Canberra or in Melbourne as best suits you.

With that in mind, could I respectfully request that your office establish contact with him via his email [Jonathan.Hanton@casa.gov.au](mailto:Jonathan.Hanton@casa.gov.au) or alternatively via the CASA switchboard on 131757.

I can make myself available at any location on any day. To avoid the “ping pong”, please feel free to arrange the details with Mr Hanton, advise me of the date and location, and I will make it happen from my end.

I outlined to you the impact of Mr Alecks decision making and how I had lost my home, my two businesses, and my life savings, and that this entire matter has taken a significant toll on my mental, and physical health. Our families situation is that we have negligible superannuation, as our family business was intended to provide for our retirement, and that business was closed down by CASA. We have total life savings remaining of \$6000 and should my wife or I stop working for more than six weeks, we would be facing homelessness. I also raised my concerns with you about the impact this has had on my poor wife, who has had five, possibly six days, free of work in the last 1500 days that this matter has dragged on so unnecessarily since October 2018. My wife is extremely anxious about our future housing situation, as I am. It is inevitable that at some stage in our future, one of us will be unable to work for a period of at least six weeks. The prospect of needing housing assistance at some stage is inevitable.

I was very appreciative of your offer of assistance in seeking options to assist us with housing, and that is something that I most definitely will need to approach you on, early in the New Year.

I did also raise my intention of seeking an “Act of Grace” payment to rectify the totally unnecessary harm caused to so many. [Act of Grace Payments | Department of Finance](#)

I do intend to pursue an Act of Grace Payment and will contact you regarding that at the appropriate time.

I have since drafted a letter to Ms Pip Spence the CEO of CASA that puts forward some of the key issues that I feel need to be addressed, and that is included below. I have made multiple requests to have these specific queries addressed at CEO and Board Level within CASA. The steadfast refusal to respond to these very reasonable requests, suggests to me that there is an attempt at the very highest levels within CASA to cover up this matter, and that has been very much my personal experience.

If Ms Spence is prepared to be truthful on these matters, the responses will be revealing. There is no valid reason that CASA should not provide me with responses to these very fair and reasonable requests.

With no prior warning I had my business of more than a decade closed down. I am fully entitled to truthful responses.

I will be extremely appreciative of any assistance that you can offer to have these queries addressed in a clear and concise manner.

I have copied you in on the correspondence to Ms Spence the CASA CEO, as well as including the Ministers Office, and the CASA Board to ensure there is a widespread awareness of my matter.

I have made multiple requests over time to meet with the CASA CEO, Ms Spence, although she refuses to meet with me.

Any assistance you can offer in obtaining clear and concise responses to my queries that follow, would be appreciated. Most of them are matters that I covered briefly in our meeting yesterday.

Once again, on behalf of my family, we thank you in anticipation of your ongoing assistance and support. My letter to Ms Spence the CEO of CASA follows.

Respectfully, Glen Buckley.

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22/11/22

Dear Ms Spence, CEO of CASA

I refer you to a recent post on the long running forum on this matter, and refer you specifically to two posts which can be accessed via the following link, and specifically post #2440 and post #2442 [Glen Buckley and Australian small business -V- CASA - Page 122 - PPRuNe Forums](#)

These posts raised a valid point, and that is, that CASA has made a rather simple matter, incredibly complex, and far more complex than it needs to be.

The purpose of this correspondence is to bring some clarity and simplicity back to the entire matter as to the reason CASA closed my business.

Consider the following statement:

**If Glen Buckley had utilised his own “employees” at each of the respective APTA bases, CASA would never have declared his business unlawful and closed it down.”**

As simple as that sounds, that is the root cause of the entire issue. It was a determination by Mr Aleck that because I utilised personnel that were not my employees, I was operating unlawfully, and the business was closed down.

Consider the email on 20/06/2019, eight months after CASA put trading restrictions in place on the business, CASA was still maintaining the position that all personnel operating under my CASA issued authorisation had to be employees of the me as the Authorization Holder.

In the correspondence on 20/06/19 eight months after the trading restrictions were put in place, Mr Martin from CASA wrote to me and again reiterated that all personnel engaged by me and operating under the AOC, also had to paid directly by me, as their Employer. He wrote to me and stated: *“For the avoidance of doubt, this would allow flight training to be conducted by APTA employees only-not employees of affiliates.”*

That was the entire single issue. If all personnel were also my employees absolutely none of this harm would have been caused.

Mr Aleck determined that by me utilising personnel at my bases that were not directly employed by me, I was allegedly in breach of the following two legislative requirements and an Advisory

1. CASR 141.050
2. Civil Aviation Act s29
3. The Aviation Ruling.

My understanding, and how it was always explained to me by CASA was that my business was closed down because I was in breach of those regulations.

I robustly maintain that.

- I was not in breach of CASR 141.050.
- I was not in breach of Civil Aviation Act s29
- I was not in breach of the Aviation Ruling. (Since repealed by CASA, once the Ombudsman determined it was not valid)

Of concern to me is that CASA has failed to provide one single piece of supporting evidence to substantiate those allegations.

Over time CASA has diverted from that original narrative of “lawfulness or not”, to one of, “quality or not”. This alternating narrative has been able to be developed from within CASA because of the very clear breaches of Administrative Law, Procedural Fairness, and Natural justice.

CASA has clearly defined procedures in its Enforcement Manual that should have been followed by Mr Aleck when CASA “cancel, vary or suspend an AOC”. These procedures were never followed by him, denying me my rights under Administrative Law and Procedural fairness. The procedures that CASA was compelled to follow are outlined in CASAs Enforcement Manual, particularly Chapter 6, which can be accessed here. [CASA Enforcement Manual.pdf](#)

At no stage since CASA initiated the trading restrictions in October 2018 through until Mr Aleck stood by his original opinion and closed the business in mid-2019 was I ever provided anything that gives me a right of review or appeal or identifies to me what it is that I did “wrong”.

My best understanding is that I utilised personnel that were not directly employed by me, and that is the reason I was closed down. There was never any safety allegation, or allegation that I had breached any of my procedures in my CASA approved Operations Manual/Exposition. It was an allegation of two regulatory breaches.

Had all personnel operating under my approval, also been my employees, I would never have heard from CASA.

Consider the first alleged breach of CASR 141.050 which states that “a **person** commits an offence if the **person** conducts flight training and they don't hold the certificate or approval to conduct the training’

If this was used as the basis to close my business, surely CASA must be able to nominate who that “person” is. Who is the person that conducted flight training without the approval. Surely there must be a date, a flight, the name of a pilot/s, and aircraft. It is absurd that CASA can allege that I breached CASR 141.050 and be totally unable to name the person/s involved and provide not one single piece of supporting evidence.

CASA took a safe and compliant business and shut it down with the Owner of that business, being me, having no appeal or review process available to me. I had no way to have the trading restrictions lifted. It seems totally unreasonable that a safe and compliant business of ten years is shut down, and those procedures that CASA is compelled to follow when they close down a business are completely bypassed.

Because of this failure to provide the initial Show Cause Notice (SCN) or the final “Decision”, not only did I have no appeal process available to me, but I also still to this day don't understand the reasoning behind CASAs decision to close my business, and by not providing me that notification it has given Mr Aleck the opportunity to run an alternating narrative and mislead the Ombudsman Office and others as to the reason that CASA closed my business.

Therefore, can I formally request that CASA, both provide me with the SCN and the “decision”, that should have been provided to me at the time of initiating the action (SCN) and when the decision was finally made to force all customers to leave.

I want to know why CASA closed my business down. Was it a breach of the regulations or was it a quality control issue?

I think this is critical, and particularly so in light of some recent developments at Moorabbin Airport.

It appears that CASA has facilitated and approved a business utilising the exact same structure that I did. As you know I have asserted to the Ombudsman that CASA always permitted this exact structure that I adopted, and that in fact it was widespread industry practice. Mr Alecks blatantly false and misleading assertion was that CASA had not and did not ever permit the structure that I adopted.

I felt it was ludicrous that Mr Aleck would peddle such a blatant lie, nevertheless he did, and he did it convincingly.

You will appreciate how interested I was to receive a telephone call from a well-intentioned CASA employee, that despite CASA closing my business down, CASA had approved another Operator to do exactly what I had been doing. If this information from the CASA employee is correct, and I have no reason to doubt it, I believe it will raise concerns as to the conduct of Mr Aleck and his decision making. As you are aware, I believe I was targeted by Mr Aleck.

In fact, if CASA has actively facilitated another Operator to do exactly what I was doing, yet closed me down, that would surely indicate some type of targeted malice, and most certainly requires an explanation from CASA, and as the person affected, I feel I am fully entitled to one. It also is an indicator as to the falsehoods propagated from within CASA, as Mr Aleck maintains that this structure was never adopted in the industry and was never permitted by CASA.

If what Mr Aleck says is true, then this would be the first time in Australia that this structure has been formally approved by CASA, and that will facilitate a comparative analysis as to why this is now permitted but my business was shut down.

The current serving CASA Employee has advised me that at Moorabbin Airport as of today there are two completely separate flying schools with different owners, they are competitors in fact. To distinguish those flying schools, I will call them Flying School "Alpha" and flying school "Foxtrot."

- Flying School "Foxtrot" has run into operational difficulty, and no longer has a CASA mandated Head of Operations (HOO) being one of the required Key Personnel. The exact reason that Ballarat Aero Club and Latrobe Valley aero Club wanted to join APTA.
- Flying School "Foxtrot" is not permitted by legislation to continue operations without those CASA required Key Personnel, and was therefore compelled to cease operations without those required Key Personnel.
- CASA promptly facilitated for Flying school "Foxtrot" to continue operations under another flying schools Authorisation/AOC being Flying School "Alphas" Authorisation/AOC. This entire process was finalised in a matter of days, whilst I could not achieve this after 8 months.
- This is the exact same business model that I adopted, noting that mine was purpose built for this situation.
- CASA closed my business down because it was "unlawful", and the structure I adopted "had never been done before", when the truth is it is widespread CASA sanctioned and approved practice, always was and obviously continues to be.
- Flying school "Alphas" Authorisation is being used by Flying School "Foxtrot", with CASAs full and formal approval.
- Flying School "Foxtrot" continues using its own building, its own aircraft, its own simulator, and perhaps most significantly Flying School "Foxtrot" is using its own employees, all under Flying school "Alphas" approval
- This is the exact same structure that I adopted.

You will understand my concern. If this CASA employees information is correct, it raises so many questions.

Why was my business shut down with no prior notice, yet CASA formally approves and offers assistance for another Operator to do exactly the same thing?

Why couldn't I resolve the matter of content of commercial agreements for 8 months, yet another Operator could resolve the contracts issue in a matter of a couple of days?

As the CASA employee suggested to me, he/she does not believe that CASA even stipulated any contracts, and to the best of his/her knowledge CASA does not hold a copy of the commercial agreement, because it's not a requirement stipulated on this Operator, although it was on me. If CASA does hold a copy of a contract, why were the requirements on this Operator so much less onerous than my requirements? Surely all Operators would be required to operate to the same requirements of Mr Aleck.

What is it that is different between the two operations that makes this arrangement compliant with the regulations but mine was in breach of the regulations? Surely if Mr Aleck was acting in good faith, he could clearly identify why that is.

I advised the Ombudsman that CASA had always, and on every occasion throughout my 25 years in the industry, permitted the structure that I had adopted.

Mr Aleck asserted to the Ombudsman that CASA never permitted it, that raises the question as to who is being truthful, Mr Aleck or I?

This most recent approval by CASA of the two operators coming together with full CASA support and approval clearly indicates the level of deceit propagated by Members of CASAs most senior Executive.

If Mr Aleck was being truthful then CASA should be able to clearly state that this most recent approval at Moorabbin Airport of Flying School Alpha and Foxtrot operating together as two entities under the one Authorisation/AOC must be the first time in Australia that CASA has approved this arrangement. Recall that CASA stated that the structure that I had adopted was not permitted, yet here it is again clearly permitted for someone other than Glen Buckley

I could go on listing dozens of questions, but it should not be necessary.

If the information provided to me is correct, then to be frank that exposes this entire matter, and provides irrefutable evidence that CASA has provided false and misleading information to the Ombudsman investigation as you are aware.

Please note that I have included Ms Carina Garland my local MP, and I have also included the Ministers Office.

On 16/11/22 I had the opportunity to meet with Ms Garland, and Ms Garland explained to me that she has already initiated requests for information both from

CASA and the Ministers office, of which I am very appreciative. Ms Garlands office has been included in this correspondence, and this correspondence will provide Ms. Garland with clear guidance on what I am seeking.

Request One- Does CASA maintain Mr Alecks original opinion that I was operating in breach of the regulations that CASA used to close my business.

CASA advised me that I was in breach of CASR 141.050, Civil Aviation Act s29, and the Aviation Ruling in October 2018. CASA placed restrictions on my business that prevented me from taking on new customers. This continued for eight months until mid when CASA stood by Mr Alecks opinion and closed my business by forcing all remaining customers, including my own flying school of ten years to discontinue operations.

There were never any safety concerns raised by CASA. There were no identified deficiencies identified by CASA. CASA never requested any changes at all to any of our procedures. It was not a “quality control” matter it was a “legal” matter.

My understanding was that it was those breaches that were used as the basis to close my business down.

I absolutely reject that I was in breach of those regulations. The first stage of the Ombudsman investigation also clearly supports my position and confirmed CASA had erred when the Ombudsman found;

*“As of October 2016, no Australian legislation prohibited 'franchising' of an AOC, subject only to the exclusivity of the AOC holder's operational control, and that remained the case as of 25 March 2020.”*

It is fair and reasonable that as the person impacted by this matter that CASA now very clearly state their position.

The response to these questions, only requires a “yes” or a “no.”

1. As of November 2022, does CASA still maintain that there was a breach of CASR 141.050
2. As of November 2022, does CASA still maintain that there was a breach of Civil Aviation Act s29,
3. As of November 2022, does CASA still maintain that I was in breach of the Aviation Ruling.

As the person impacted, I feel a response to that request is fair and reasonable, and most especially as these breaches were the basis for closing my business of more than a decade, which was where I derived my livelihood.

If CASA cannot clearly state that as of November 2022, the CASA position is, that I was in breach of those regulations, then I question the legality and validity of this matter in its entirety.

There is absolutely no reason that CASA should not respond to this request, and my expectation is that CASA will stand behind those allegations of regulatory breaches. It would be concerning if somehow a breach of regulations in October 2018 was a breach, but four years later it is not a breach. If that were the case, and there had been no change to the legislation that would require an explanation.

The response from CASA should be brief. A response of more than one word is not required and is totally unnecessary. I request only a single word response to each of the three alleged breaches. A yes or a no.

This is something that can be promptly attended to, and for clarity of this matter I have a very strong preference for a single word response. A regulatory breach is a relatively black and white issue, the law was either broken or the law was not broken.

You alleged it was broken in October of 2018, can CASA clearly and concisely articulate whether I was in breach of those regulations, or in fact any regulation at all.

I simply want to know what I did wrong, and if I did in fact breach any regulations.

Request Two- Can CASA explain why it did not follow its own procedures when it varied my AOC/Authorisation , and therefore denied me my right to procedural fairness?

CASA breached its obligations to me under Administrative Law.

I say that because CASA completely bypassed its own procedures stipulated in its own Enforcement Manual. [CASA Enforcement Manual.pdf](#)

There are clearly outlined procedures when CASA cancel, vary, or suspend a CASA issued AOC/Authorisation, or shut down a business of ten years as they did with mine.

By placing an “interim approval to operate” on my AOC/Authorisation of as little as 7 days surety of operations, CASA should have followed those procedures stipulated in its own manual when CASA cancel, vary or suspend an AOC/Authorisation.

By ignoring these procedures, I was never provided anything that gave me any right of appeal to Mr Alecks decision making, and the associated trading restrictions that were put in place.

This has resulted in confusion because there is no reference document that identifies what I did wrong. I should have received a Show Cause Notice (SCN) when the trading restrictions were first put in place, and a “Decision” from CASA as the basis

for closing the business in mid-2019. Because I was never provided with these, it has facilitated CASA running an alternating narrative.

There is no doubt in my mind at all that the narrative Mr Aleck is providing to the Commonwealth Ombudsman is substantially different to the narrative that CASA provided me.

Despite the passage of time, I feel it is a fair and reasonable request of CASA that as the family who has had their life significantly impacted by the matter, CASA provide us with the "SCN" and the "Decision" that CASA made as the basis of forcing all customers to leave my business, and closing it.

I do have upcoming court matters in the Supreme Court as a defendant, and as I don't know what I did wrong, provision of this would assist me in those legal proceedings and give me the best opportunity to defend myself.

I am requesting a "SCN" and a "Decision." as should have been provided to me in accordance with CASAs own procedures in October 2018 (SCN) and mid 2019 when the final decision was made.

There is no valid reason that CASA would not provide me with these documents. I am fully entitled to them and should have been at the time, as part of CASAs obligations under Procedural fairness.

Request Three- Requesting a confirmation that CASA maintains that I was the first and only Operator to adopt this structure

Mr Aleck asserted to the Ombudsman that CASA never permitted the identical structure that I adopted. He led the Ombudsman to believe that my structure was an "industry first", and I was the sole operator utilising this structure, when in fact I was not.

I maintained that CASA had always, and on every occasion, permitted and formally approved the identical structure that I adopted for multiple other operators, and on regular occasions throughout my 25 years in the industry.

For complete clarity. This structure was industry standard practice and was fully and formally approved by CASA. Mr Aleck and any other CASA Executive that suggest the structure that the exact structure I adopted was never previously approved by CASA is being blatantly deceptive.

After four years of an unnecessarily lengthy Ombudsman investigation, I have obtained the impression that the Ombudsman had accepted the view perpetuated by Mr Aleck to the Ombudsman's Office. i.e. that the structure was not and had not ever been permitted by CASA.

As evidence that CASA is acting in a false and misleading manner. I put this to you.

CASA has recently approved two Operators at Moorabbin Airport to conduct operations under the one AOC/Authorisation. This is EXACTLY the structure that I adopted.

Not all personnel are directly employed by the AOC/Authorisation Holder. This is the exact structure that I adopted.

CASA has promptly facilitated and approved this Operator to conduct operations in this manner. This Operator is located approximately 100 metres away on the same Airport, from where I was operating the same structure but mine was determined to be illegal.

As this is exactly the same structure that I adopted, I feel that I am entitled to a clear and concise explanation as to why CASA facilitated another operator to operate in the same structure as I did, yet CASA closed my business down. As you are aware, I believe that I was a victim of targeted malice by Mr Aleck. A satisfactory explanation to this would go some way to allaying my concerns that Mr Aleck targeted me personally.

This requires a clear and concise response.

If Ms. Spence can provide a valid explanation as to what is different in the structure of the currently permitted operation at Moorabbin Airport compared to mine that would go some way to "watering down" my allegation that Mr Aleck targeted me. I suggest to you that there are in fact no differences at all, and that you will be unable to address this question.

For clarity, I am asking that you clearly identify the differences between my operation that was closed down, and the most recent operation that CASA has facilitated.

Request Four- CASA should nominate the date that they first became fully aware of the specific nature of my operation.

Mr Alecks position is that CASA only became fully aware of the specific nature of APTAs operations in October 2018, when CASA placed the trading restrictions in place, and that is what he led the Ombudsman to believe.

I know that because the Ombudsman wrote to me on July 21st, 2021, advising that they will **not** be investigating my matter because Mr Aleck had provided the Ombudsman's Office with; "*a reasonable explanation of CASAs view that it was not fully aware of the specific nature of APTA's operations until just prior to issuing the notice in October 2018.*"

As you are aware I have maintained that CASA was fully aware of the specific nature of my operations for at least 8 years prior to the date that Mr Aleck asserts.

My concern stems from the fact that over two years prior on 12th April 2019, CASAs own Industry Complaints Commissioner (ICC) had come to a completely different conclusion to that of Mr Aleck and the line that Mr Aleck peddled to the Ombudsman. The Ombudsman forming their view not on information provided by the CASA ICC but provided by Mr Aleck.

Unfortunately the Ombudsman engages with Mr Aleck as the sole Agency Representative of CASA and not the CASA Industry Complaints Commissioner.

Two years earlier, CASAs own ICC stated, *“I don’t consider CASA treated APTA fairly when its approach changed on 23 October 2018. That’s because collectively as an organisation, CASA had an awareness of the APTA business model for a **significant period of time prior to its compliance with regulation being called into question**. In changing its position so drastically, the circumstances were such that CASA’s actions weren’t fair, given APTA’s likely to have relied on CASA’s failure to highlight any concerns when conducting its operations and planning.*

As you will appreciate, I am confused. In mid-2019 the CASA ICC admits that CASA knew of my structure for a significant period of time prior, but two years later, Mr Aleck has convinced the Ombudsman to discontinue the investigation because CASA now somehow didn’t have an awareness of the structure until just prior to October 2018, despite me having operated in that structure for over eight years, and CASAs ICC acknowledging that.

My expectation is that when the CASA Industry Complaints Commissioner came to that determination in April 2019, that would become CASAs official wider position on the matter. It is inexplicable that Mr Aleck would subsequently run an alternating narrative two years later, and one that is so different, unless perhaps he was trying to mislead the Ombudsman and cover up his misconduct.

To remove all confusion and noting that it is a fair and reasonable request, as the family impacted by the closure of our business, I request that the CASA nominate the date that CASA claim that they first became fully aware of the specific nature of my operation.

There must be a specific date that CASA will admit to, and it would be somewhere between eight years prior when they approved the first base through until October 2018, being the date that Mr Aleck claims that CASA first became fully aware of the specific nature of my operation.

Obviously, this query, also only requires a short response, and could be promptly attended to. It is simply a nomination of the date that I am seeking. I am not seeking any further information other than the date that CASA concedes that it “first became fully aware of the specific nature of my operation”. The nature of that operation being the standard structure that CASA had always permitted with other operators and continues to do so today.

As an interesting side note I refer you to the first of the two articles supplied, “APTA before CASA action”. This magazine was released in January 2018. This is 10 months before Mr Aleck claimed to the Ombudsman inquiry that CASA first became

fully aware of the specific nature of my operations. If one reads the article, it is plainly obvious as to what the structure of my business is. If CASA hadn't become aware of my structure during the eight years that I operated in that structure with CASA approval, or during the two year revalidation project where CASA fully revalidated my entire structure culminating in its approval as one of Australia's first part 141/142 organisations in April of 2017, or at the CASA level one audit of my organisation in November 2017, or when they formally approved new members to join, then surely by early 2018 someone in CASA must have read that article and become aware, even if every single one of CASAs own internal procedures had failed. It is just not feasible that CASA first became fully aware of the structure that I had adopted.

I had invested many hundreds of thousands of dollars investing in systems and procedures to revalidate my entire structure to the new regulatory structure being introduced in September 2017. I worked side by side with ten CASA employees over a two year period during 2015,2016 and 2017. This was the largest project undertaken by CASA to date with a flight training organisation and the hours allocated to the task on CASA records would clearly support that contention, and that is exactly what CASA personnel advised me CASA formally revalidated my exact structure to the new regulations in April 2017. To suggest that CASA was not fully aware of the exact structure of my operation is ludicrous, mischievous, and not credible, as you will be fully aware.

Ex CASA employees heavily involved in the project have offered to provide Statutory Declarations. I hold off on accepting those offers at this stage. In principle, it should be entirely unnecessary because it only requires the CASA CEO to be truthful, which is the opportunity that I am presenting here.

Depending on Ms Garlands success or not in assisting me in obtaining a response to this question, my next step will be to submit two Statutory Declarations from ex CASA Employees who could be considered Subject Matter Experts (SMEs). They will provide a comprehensive response that clearly identifies the level of false and misleading information regarding Mr Alecks assertion that CASA first became fully aware of the specific nature of my operation only in October 2018.

For clarity, this requires only a very short response, as I am only requesting the date that CASA concedes that "CASA" first became fully aware of the structure that I had adopted.

Whilst it is only the date that I am after, please feel free to indicate the occurrence that made CASA become aware, if you feel that is pertinent, although I emphasise that I am only after the date.

I appreciate that there will be reluctance by CASA to nominate the date, but there must be a date, and it is entirely reasonable that CASA nominate that date and advise me of that date.

Request Five- CASA asserts that personnel operating under an AOC must also be employees to ensure operational control. Is this valid?

This entire matter of the closure of my business has the potential to have significant impact on the entire aviation industry because it deals very much with the relationship between the “personnel” operating under an Air Operator Certificate (AOC) as opposed to “employees” operating under an AOC.

This was the basis that CASA used to close my business down.

Recall that my business would never have been approached by CASA and would never have been closed down by CASA if all the “personnel” operating under my AOC were also my “employees.”

Despite all the other narratives running in the background, it really was a single-issue matter.

The business was not closed down by Mr Aleck against any quality outcome. It was closed down because the structure utilised personnel that were not my “employees”, and because I utilised some personnel that were not my employees but the employees of another entity such as Ballarat Aero Club, Mr Aleck from his office in Canberra determined that my business structure was illegal, and that “operational control” was compromised because of that arrangement.

If there is any doubt about CASAs position on this, I would also refer you to the email from Craig Martin the CASA Executive Manager of Regulatory Services and Surveillance, at the time, where he stated, *‘For the avoidance of doubt, this would allow flight training to be conducted by APTA employees only – not employees of affiliates.’* This was in late June of 2019, eight months after this matter began.

Mr Alecks position was that all personnel must be employees of the Authorisation Holder because that is the only way to ensure operational control.

In fact CASA used this as the basis to close down my flying school of ten years, Melbourne Flight Training because CASA claimed that not only did they have to be my personnel, they also had to be employees of the AOC Holder only.

For complete clarity. I am fully satisfied that CASA had absolutely no valid lawful basis to do this.

It really was a single-issue matter. The Commonwealth Ombudsman has been led to believe that there were concerns about “operational control”. I believe that the Ombudsman has formed the view that our systems, procedures etc may have been deficient when that is clearly not the case. Mr Alecks entire argument was that if the personnel operating under my AOC were not directly employed by me, then I must not have operational control.

The proposition by Mr Aleck, and its use to close down my business is ludicrous as you can appreciate. I put to you that every Authorisation Holder in the Country utilises personnel that are not employees of the Authorisation Holder, and that is in fact the very purpose of the CASA issued AOC, and as I pointed out earlier, it continues at Moorabbin Airport today.

By its very nature, aviation operations are complicated with many Entities coming together to deliver the service. That will include aircraft providers, maintenance organisations, fuel suppliers, pilots, catering, cabin crew etc. It just wouldn't be practical that CASA makes each of those entities responsible to CASA, and that is the very reason for the CASA issued single Authorisation or AOC.

Everything comes together in a single point of accountability being the Authorisation Holder/AOC legislation stating the responsibilities of the Authorisation Holder and the CASA approved Key Personnel that are responsible for safe and compliant operations.

The root cause of this entire matter, as far as Mr Aleck was concerned was that not all personnel operating under my Authorisation were employed directly by me. Seriously Ms Spence, consider that. Had all of those personnel been directly employed by me, CASA would never have taken the action it did that has caused so much harm and trauma not only to my family but also to many others. Really Ms Spence. Stop, pause and consider the strength and reality of that statement.

There is no disputing the fact that APTA utilised some personnel at each of those bases that were not my "employees." It would be fair to go one step further and say that in fact, most of the personnel at each of the respective bases were not directly employed by me. That was the exact business model that was designed in conjunction with CASA and approved by CASA.

That was CASAs single issue and is fact the primary issue that needs to be addressed and brought to a conclusion. Not only for me, but in fact for the entire industry. As you will appreciate almost every AOC/Authorisation Holder in the Country would utilise personnel under its AOC that are not directly employed by the Authorisation Holder, and I include QANTAS, the RAAF, and almost every flying school in the Country.

Mr Aleck has made an issue out of something that is not an issue. He has made something that is completely conventional, appear unconventional.

The decisions made by CASA need to be explained to avoid any other business being put in the same situation as mine i.e., shut down on the basis that utilising personnel that are not directly employed by the Operator is a breach of CASR 141.050 and CAA S29.

For complete clarity, and for the information of the wider industry, I am asking CASA to clarify their position on this matter.

Do the personnel operating under an AOC also have to be employees? If somebody is not an employee i.e. a contractor or a person flying for a charity event and not drawing an income, are they exempt from the obligations to operate in accordance with the AOC? Are the Key Personnel responsible for all personnel, or only employees? Does CASA expect an operator to have a higher level of operational control over an employee compared to a contractor, or are they in fact all "personnel"

As you will appreciate this is a significant departure from the current legislative environment and in fact the legislation deals only with the “personnel” rather than the “employee” for the reasons that I have mentioned. The legislation refers to “personnel” not employees because of the wider accountability that extends far beyond employees only.

Its important here to refer to CASAs own definition of personnel.

*personnel*, for a Part 142 operator, includes any of the following persons who have duties or responsibilities that relate to the safe conduct of the operator’s authorised Part 142 activities:

- (a) an employee of the operator;
- (b) a person engaged by the operator (whether by contract or other arrangement) to provide services to the operator;
- (c) an employee of a person mentioned in paragraph (b).

According to CASAs own definition, the personnel operating under my AOC very clearly do not have to also be “employees”.

My question would be. If all personnel had of been employed by me, would CASA still have closed my business?

I think it entirely reasonable that CASA comprehensively address this matter because of the industry wide ramifications for almost all operators across Australia, and because this appears to be a significant diversion from previous CASA set industry precedent.

I understand that because of the wider industry ramifications this query will require a more comprehensive response.

### Request Six

As the person impacted it was obvious to me that once Mr Aleck realised that he had acted unlawfully in early 2019, he should have lifted the trading restrictions, and allowed me to return to business as usual.

Instead, Mr Aleck chose to leave the trading restrictions in place until he could be satisfied with our “commercial agreements” that we had in place.

CASA was made fully aware on multiple occasions in writing, that these trading restrictions were depriving me of revenue and causing significant reputational damage. I advised CASA that I was personally having to subsidise operations to the value of at least \$10,000 per week, and that once my own funds were exhausted my parents stepped in and subsidised operations for several months to the value of \$300,000.

Mr Aleck advised that he would lift the trading restrictions on the business, only when he was fully satisfied with the wording in our commercial agreements with Members.

This is quite significant. There was no change to any systems or procedures requested by CASA. There was not a single change requested to our operations manual/Exposition. There was absolutely no requirement in any way regarding "how" we did things. There was no change in responsibilities or accountabilities.

We simply needed to describe what we were already doing into our "commercial agreements".

Whilst I question the validity of CASAs actions, I was completely willing to comply, in fact much more than that, I was desperately trying to comply. My business was being decimated every week that this matter carried on, costing me hundreds of thousands of dollars. I was under enormous duress, of course I would be desperately trying to meet Mr Alecks requirements. I was prepared to sign anything that CASA wanted so I could have the trading restrictions lifted.

I have maintained that this entire matter could have been completely resolved in under four hours, and in fact placing the trading restrictions on the business, and I refer to the most damaging restriction. That restriction being given only short-term interim approvals to continue operation of as little as 7 days

CASA never required any changes to anything at all that we did. There were no changes to any of our systems or procedures. Not a single word had to be changed in our operations manual/Exposition. There were no changes to accountabilities or responsibilities. There were no changes at all requested. It would not have cost me one single cent to implement that changes that Mr Aleck required, it did however require his guidance, as it was his personal requirements that needed to be met.

This is an important point to understand. If in fact there were any concerns at all about any of our systems, procedures, compliance, supervision, mentoring, training standards, safety etc, CASA would have required us to implement some sort of change. Some deficiency would have been identified.

It was a simple matter of adding an additional paragraph or two into our Commercial agreements, that would personally satisfy Mr Aleck. That paragraph was intended to describe what we were already doing and would continue to do. It did not require any change, and would cost me nothing to embed it into the contract.

Mr Aleck simply had to give me sufficient guidance to write the paragraph or two that were required, and he could have lifted the trading restrictions immediately. The trading restrictions remained in place for eight months with the matter unresolved, although CASA managed to resolve it in a matter of hours with the current arrangement at Moorabbin Airport, with a different Operator.

This was an entirely new industry requirement that CASA stipulate matters of safety and operational control outside of the Exposition/Operations manual, and within commercial agreements. To be honest I thought it had no valid legal basis. Matters

of safety, operational control etc are all embedded in the Operations Manual/exposition.

It was bizarre that CASA would not want to put this into the Exposition but instead wanted to put it into a commercial agreement that CASA was not prepared to be a signatory to.

Consider that CASA had placed trading restrictions on the business that were costing my family in excess of \$10,000 a week to maintain operations. CASA had placed me under significant pressure to do whatever they wanted. Importantly there was no resistance from me at all.

I maintain that this entire matter could have been fully resolved in a matter of hours. Can CASA explain why this matter could not have been immediately resolved considering the simplicity of it, and that every single legislative requirement had already been met in our CASA approved Exposition/ Operations manual.

It was entirely unnecessary to place trading restrictions on the business that caused so much harm. They served no other purpose than to cause harm. They cannot be justified on the basis of safety, and not for such a protracted period of eight months.

The question is; Can CASA explain why this matter could not have been fully resolved on the spot in less than four hours as I assert. Why did it still remain unresolved after eight months.

#### Request Seven- Why did CASA approve the first base eight years prior?

There is no disputing that CASA formally approved me to conduct operations at a Darwin base over 8 years prior. That base was our Darwin AV8 base.

Over the following eight years, CASA formally approved me to conduct operations at other bases, including the ARC base at Moorabbin, the LTF base at Moorabbin, the TVSA base at Bacchus Marsh etc.

In October 2018, CASA rejected applications for the additional bases of the Ballarat Aero Club and the Latrobe Valley Aero Club.

CASA then went one step further and determined the entire structure illegal and closed down the business.

CASA should be able to clearly and concisely explain why the first base and subsequent bases were formally approved by CASA, but in October 2018, the entire operation was determined to be unlawful.

CASA did formally approve us to conduct operations at Darwin over 8 years prior adopting this same structure. In October 2018, CASA rejected the applications for the new bases. CASA should be able to clearly identify what it was that changed.

## Conclusion.

Had all of those personnel operating under my AOC/Authorisation also been my employees, my business would never have been closed down.

This was not a quality control issue, and CASA never suggested any changes at all to any of my procedures, systems, responsibilities, lines of reporting etc contained within our Exposition. If it was a quality control issue, CASA would have suggested some changes or sent some notification of a deficiency via formal processes, none were ever raised.

It was a determination by CASA that the structure that I had adopted for over 8 years was suddenly declared unlawful in October 2018, when CASA placed restrictions on the businesses ability to trade, that prevented the business taking on any new customers.

In mid 2019 with the crippling trading restrictions in place CASA made a determination that the structure was unlawful and forced all customers to leave, including my own flying school of ten years.

This entire process from notifying me that my business of ten years was now unlawful in October 2018 all the way through until CASA forced all customers to leave in mid-2019, and totally destroying my business, my livelihood, my future security, my well-being and that of my family, by causing businesses dependant on me to close down, to having staff losing entitlements and jobs, and for all the harm and additional expense incurred to my many students.

All of that done using methods that completely deny me any right of appeal or review.

To seriously lead the Ombudsman to be of the view that CASA wasn't fully aware of my structure until you notified me that I was operating unlawfully in October 2018, is clearly false and misleading, and completely ignores my frequent meetings with CASA in 2015 about expanding on the structure that I was already operating to prepare it for the entirely new regulatory structure. It disregards the hundreds of thousands of dollars that I invested in systems and procedures as me and my management team worked side by side and often across the table in the same room with 10 CASA personnel designing every system and procedure to do exactly what we were already doing, but to significantly improve on it.

At the end of that Project the result was an Exposition that outlined thousands of pages of procedures to ensure the highest levels of operational control over this exact structure that CASA was fully aware of because CASA assessed over 600 procedures and policies as part of the process. The CASA team that I had worked with then sent those policies and procedures further up CASA for a "peer review" before final approval.

Throughout this process I was already operating in that multi entity, multi base, single Authorisation model for many years. So all of these new procedures had to be designed for exactly that, or I would not have been able to continue in that operating structure, as I had for many years previously.

CASA formally revalidated this in April of 2017, being 18 months before CASA claim they first became aware. I could go on and on with so many other examples or alternatively seek Statutory Declarations from the ex CASA employees that have offered to come forward and tell the truth.

The entire matter is ludicrous, APTA was designed to bring Australian Owned flying schools together to work collaboratively, professionally, in a safe and compliant manner. It demonstrably improved safety by allowing lateral sharing of safety information between 10 schools that previously would not have done so. It bought expertise to flying schools that a single school alone would not have been able to access. It made CASAs job easier because instead of auditing 10 schools with 10 different systems it delivered 1 school with 1 system across ten bases. It bought capability and opportunity to regional schools that previously they would not have had. It provided opportunities to access large international contracts because of the ability to manage large groups of international students across multiple bases. All of this was delivered with industry leading systems of operational control, a large and highly experienced management team drawn from CASA, Airlines and the Military, and I'm proud to say we had the largest safety department of any flight training organisation in the Country made possible by the structure that we adopted. We had an impeccable audit record with ASQA because we had been a Registered Training Organisation, and as a CRICOS approved school delivering training to International Students, we were one of only handful of schools never to have had any complaint lodged by an International Student.

You will understand how offensive it is that CASA worked so diligently to crush my operation but permitted other Operators i.e. SOAR aviation to continue for years with a demonstrably poor safety record. Despite all the protestations to CASA from so many industry stakeholders, CASA did nothing and that Operator was finally shut down not by CASA but by the students approaching ASQA out of frustration.

There were never any safety concerns raised by CASA, there were never any breaches of any of our procedures outlined in our Exposition/Operations Manuals, CASA never asked or suggested any changes at all to the way we did anything. There were no incidents or accidents to raise concerns within CASA, and in fact there was never any change requested to anything at all that we did. It was not a quality issue. Throughout this entire matter, CASA has never put forward a single piece of evidence to suggest that my operation was deficient in any way at all. None. If there was a deficiency against anything at all, CASA would be able to identify it, or have at least one single piece of evidence to support that claim.

Until recently, I thought that this entire matter was a fairly black and white issue about the legality or not of the operation. My engagement with the Ombudsman leads me to believe that Mr Aleck may have led the Ombudsman to be of the view that in fact it was a quality control issue i.e. that procedures were deficient or in need of change, when that very clearly wasn't the case, or at least that is not how it was

ever presented to me. If the narrative has in fact changed then I hope you would clearly identify that to me.

The entire issue was because I utilised personnel that were not also my employees.

Flight Training Organisations utilising buildings that are not their own is entirely standard practice in the industry, it always has been.

Flight Training Organisations utilising aircraft that they are not the owner or Registered Operator of is entirely standard practice in the industry, it always has been

and if CASA were to be truthful on this entire matter, you would be fully aware that in fact every Authorisation Holder in the Country most likely utilises personnel under its Authorisation that are not employees of the Authorisation Holder.

The point being that really Mr Aleck has made an issue of something that need not be an issue.

CASA closed my business.

CASA has stated that they have to be satisfied that an operation is safe and compliant, and of course I fully agree with that. CASA does have to be satisfied that an operation is safe and compliant. Of course, they do.

My matter is an entirely different matter. I was an operating business that had delivered industry leading levels of safety and compliance for over a decade. I was close down by CASA.

CASA had been satisfied for many years but for some reason CASA became unsatisfied. CASA should be able to clearly identify what changed them from being satisfied with my operation to becoming unsatisfied with my operation, and so unsatisfied that they had no option other than to close my business.

This was much more than a rejection of a new application. It was a reversal of a previously given CASA approval. CASA closed down an entire business. Something caused CASA to reverse its previously given approval and close the business down.

Because I utilised personnel that were not directly employed by me, and had done since the Company commenced operations in 2006, with full CASA knowledge, formal approval, I truly felt that I was operating lawfully, and particularly so as the structure had been approved, audited and revalidated by CASA on multiple occasions during the decade prior to CASA determining it unlawful.

I really don't believe that I did anything wrong. I am only seeking an honest, well-intentioned explanation to my queries.

Over the last four years, CASA has used the ongoing Ombudsman investigation as an excuse to avoid responding to me. This correspondence is unrelated to the Ombudsman investigation.

I am asking for CASA responses, not the Ombudsman's. There is no reason that you would not respond. You have previously advised that you don't want to respond because you don't want to interfere with the Ombudsman's Office investigation. I don't accept that. The truth is the truth. Whatever CASA is saying to any other Party about me, is something that I am entitled to know and be able to defend myself against.

A failure to respond clearly and concisely to my requests is not something I anticipate, and my hope is that Ms Garland can assist me in achieving that.

Thanking you in anticipation of a truthful and well-intentioned response,

Respectfully

Glen Buckley