

Dear Mr Anthony Mathews

Thank you for providing the opportunity to meet with you, in your role as the Chair of the CASA Board, and for facilitating the attendance of the Regional Manager, Mr Jason McHeyzer, in his role as the Regional Manager for the Southern Region, at Melbourne Airport from approximately 4PM to 6PM on Friday 19/07/19.

I attended with my father Derek Buckley, in his role, purely as my father, someone who has supported me throughout this experience, and is after all. My father.

As you are aware, I have made numerous requests over the last 8 months to meet with the Board of CASA. Those repeated requests were not responded to, or acknowledged, and this is a contributing factor to the delays in our meeting. I note that you are relatively new in the role, irrespective the delays in facilitating the meeting have had a significant impact, and due to the passage of time, unavoidably, the nature of the meeting has changed.

I asked you if you had the opportunity to view the final report from the Industry Complaints Commissioner, and you responded that you had viewed that, approximately one month prior to our meeting, which was approximately one month prior to its release to me.

My opinion of the ICC report is that it has been carefully written and it avoids most of the complaints. I will attend to that in separate correspondence.

During the meeting,

I had the opportunity to very clearly identify to you that CASA has not at any time made any allegations of anything related to safety. In fact, CASA actions can be demonstrated to have negatively impacted on safety. I also had the opportunity to clearly identify to you that CASA has not at any time made any allegations of any regulatory breach. Very early in the meeting I asked if you aware of the commercial impact of the actions that CASA had taken, and I appreciate that in your role, you could not be expected to have a detailed knowledge of my issue.

I then asked the Regional Manager, Mr Mc Heyzer if he could perhaps outline the impact. As he has had been closely involved in this process since it began, he was better able to encapsulate the situation, as would be my expectation.

To recap, CASA;

- Placed a limited date of approval on my business that has been as short as, a minute by minute approval, but no longer than three months. That action alone would have an enormous and destabilising effect on any organisation, and the staff and suppliers associated with that organisation. That action has continued for a staggering 9 months and is still not resolved.
- CASA actions prevented me from marketing my product
- CASA actions prevented me from taking on customers.
- CASA actions prevented me from adding courses and capabilities that I am fully entitled to.
- CASA actions prevented me from renewing capabilities as they came up for renewal.

When CASA initiated that action in October 2018, I clearly identified to CASA that the impact on my business would be significant, and conservatively it would cause my business to lose \$10,000 per week. This matter has now dragged on for over 9 months, and lead to a situation where the business

was no longer able to sustain itself. In fact, no business in Australia could sustain those restrictions to its trade.

I outlined to you that the APTA model required 10 members contributing \$80,000 each, as the cost of operating APTA was \$800,000 per annum. By preventing me signing up new members, you will appreciate my problem. I outlined that APTA was purpose built over many years, and is a significant investment.

With CASA actions placing such insecurity on the business, it had no value and was sold for a price of 5% its actual value. The business was sold under duress for no other reason than to protect the members and staff who depend on it for their livelihood. Quite truthfully, I explained how I could no longer sustain the business and pay the staff salaries. If APTA were to discontinue operations at any time on CASA actions, it would directly impact on other operators depending on our continuing approval. I was carrying a significant burden as you will appreciate.

The associated impact on my own business, Melbourne Flight Training has been catastrophic, as it has been supporting the ongoing costs of running APTA. Its own certainty, now hangs in the balance.

My own flying school, Melbourne Flight Training is currently in a state of financial duress that is quite likely to be irreparable. The Company has incurred unacceptable debt levels as it has attempted to ensure continuity of operations for APTA and the members that have depended on it. I identified two other business that have ceased operations as result of the CASA decisions made in relation to APTA. By restricting my revenue streams for 9 months, I could not be expected to survive. No business in any industry, could sustain that.

Personally, the process since CASA implemented Part 61/141 and 142, has also been catastrophic. I clearly identified that in fact I couldn't even muster up the money for the car park fees if the meeting extended for one more than one hour. That is the truth. I have been left destitute and that includes the loss of my family home. That is the fact. There are no hidden accounts or trust funds. I have exhausted every fund I have available to me to defend the APTA model. I resolutely stand by the fact that it

- Was well intentioned.
- Improved safety.
- Improved regulatory compliance.
- Created jobs.
- Protected regional aviation and most particularly regional aero clubs.
- Protected the fast dwindling Australian Owned sector of the industry.

Importantly, it was a multi million dollar investment. It was designed with CASA. It was approved by CASA. It was audited by CASA. The fact is that Mr Crawford and four other CASA personnel operating under his direct operational control, and I include;

- Mr Jones.
- Mr Martin,
- Mr Nuttall, and
- Mr Lacy

initiated a process in October 2018. That process was a complete reversal of previous CASA policy. It came instantly, and with absolutely no warning. The entire process could have been avoided had CASA decided to inform me or meet with me. The associated impact on my business and the gross waste of taxpayer funds achieving that objective, has been truly disgraceful and unacceptable. My

experiences may be shared by others in Industry, and if so, it requires a Royal Commission, it really does.

Those actions and decisions

- Were in clear breach of almost every element of CASAs own Regulatory Philosophy.
- In breach of the PGPA Act which requires these personnel to use public funds and resources responsibly.
- Breach the requirements of Administrative Law, Procedural Fairness, and Natural Justice.
- Were quite simply. Not well intentioned, and certainly not based on safety considerations.
- Bullying and Intimidating in their nature.
- Cannot be supported by any clear or concise legislation, and that is a requirement placed on CASA.

I offered up to 20 examples of the negligent conduct of those personnel, and their associated decisions.

The examples I used were;

#### Example One

The inappropriateness of the use of the Aviation Ruling as the basis of the initial action in October 2018. As;

- On its release in 2006, CASA advised flying schools that it did not apply to them, it was intended for charter operators, and CASA has in fact facilitated “shared AOCs” in flying schools since my initial involvement in the industry in the early 1980s.
- It applies to “commercial purposes”. CASA removed flying training from “commercial purposes” in September 2014. How can it apply. Flying Training is not a “Commercial purpose.”
- It has no Head of Power.
- It refers to Key Personnel i.e. Chief Pilot that do not exist in flying training.
- CASA themselves acknowledged it was the incorrect document after 2 months.
- It is 13 years old, and written for an entirely different regulatory environment.

#### Example Two

CASA also initiated the action in October 2018 based on our Temporary locations’ procedure. Embarrassingly it was only later realised by CASA that it was in fact their own procedure, and that they had recommended it to us, approved it for our use, approved bases under that exact procedure, audited it, and even recommended it to flying schools. How can this happen? I simply cannot understand it, I really cant!

#### Example Three

The “contract issue”

CASA never required contracts of us. I had a contract with my members. I had provided copies of the contract to CASA on multiple occasions. CASA seemed disinterested. October 2018 was a complete change of policy application and CASA insisted on provision of contracts within 7 days. CASA was embarrassed when I demonstrated that contracts had previously been provided, including a copy to Mr Graeme Crawford more than 12 months prior. In fact, had CASA realised they already held the contract, they may not have made the decision to take action on a perceived “lack of contracts”.

CASA provided guidance material on the contracts which I fully adopted. CASA rejected that.

CASA provided a second lot of guidance material. Again, I fully adopted the guidance material. CASA provided written notification the new version was acceptable, and I could proceed. Hours later, CASA reversed that decision and advised it was no longer acceptable.

After many months. CASA engaged legal advice external to CASA and came back with a third set of guidance material. CASA advised that I should not use it "word for word". So, I didn't. I am satisfied that my contracts and associated Exposition are industry leading and meet all CASA requirements. I have not heard the outcome.

I pointed out to you, that this requirement being placed on APTA is unique to APTA, and CASA is not applying it to other operators. I cannot understand how this issue can still be continuing on after 9 months.

#### Example Four

The impact of the CASA delay. I pointed out that the new CASA regulations i.e. Part 61/141 and 142 were implemented over a decade behind schedule, and they were underpinned by a grossly negligent Regulation Impact Statement (RIS). I advised I would provide a copy of that document and it is attached. I draw your attention to the effect on Businesses, identified on page 15 of the RIS.

I discussed how CASA placed a Transition Date of September 1<sup>st</sup> of 2018 for all of Australia's 350 flying training organisations. After that date, if they had not completed the re-approval process under the new rules, they would not be permitted to continue operating. My Company made an enormous investment in time and money over a two-year period to achieve the deadline referred to as the Transition Date i.e. September 1<sup>st</sup>, 2017.

As the date approached it appeared to me that CASA was not ready for the Transition date. CASA assure me they were. I "flicked the switch" and Transitioned. That process resulted in a very substantial increase in operating costs.

Weeks later, as only a staggeringly low 5% of Industry had achieved Part 142 status, CASA was forced into reversing its decision, and postponed the Transition date by 12 months. CASA forced me to operate under the new regulatory structure while other operators remained in the far more cost effective "Civil Aviation Regulation 5" (CAR 5) for a further 12 months. That delay alone, cost me many hundreds of thousands of dollars.

#### Example Five

I talked to you about the commercially unviable turnaround times of CASA processing tasks, which are essential to running the business. I used the example of the addition of one of our "Temporary locations". It was quoted by CASA as a five-hour task and took 10 months to complete. In fact, those timelines are indicative of my businesses experience. i.e. CASA process tasks at the rate of 30 minutes per month i.e. a 2-hour task will take 4 hours, a 5 hour task will take 10 months.

In fact, this was the subject of a formal complaint to the Industry Complaints Commissioner, but was not attended to in his final report, only just released 7 months later.

My point being, that these unacceptable timelines impact significantly on Industry and particularly so when industry is paying commercial rates for CASA services. The effects have been substantial on my business, and the members.

#### Example Six

The blatant and total disregard for CASAs own Regulatory Philosophy in its dealings with me since the change to CMT 3 headed up by Mr Will Nuttall which coincided with the commencement of the action initiated by CASA without any prior indication in October 2018.

#### Example Seven

I clearly outlined my frustration that as a Part 141 and 142 Organisation I have authorisation to conduct a number of courses including low level, Multi Crew courses, Type ratings etc. CASA applied an "Administrative Freeze" on those tasks, and that had a significant implication on one of my members, leading to the closure of his business. CASA should have substantial grounds for refusing to process those tasks, as they were within my Authorisation and not related to any other issue, including bases.

Due to time constraints I did not get to touch on the other feedback that I can offer, including; the root cause of this entire issue being CASAs failure to achieve clear and concise aviation safety standards as is required of it in the Civil Aviation Act, technical incompetence on behalf of some personnel i.e. the Regional Manager stating "Im new to the role, and not all over it. I will need to organise a meeting with my staff, yet his signature sits on the initial correspondence that he sent a day earlier. Why sign it, if you're not "all over it"! I did briefly touch on CASA consistently ignoring my requests for assistance in resolving CASA allegations of regulatory breaches, and how well over 30 emails have been completely ignored, clear breaches of CASAs Enforcement Manual, breaches etc.

We closed the meeting with me asking that I be provided with a final CASA position on this matter by 5PM on Friday August 2<sup>nd</sup>. I appreciate you currently have obligations that require you to be outside of Australia, and I respect that. I did reply to you that it only needed one well intentioned person, to make well considered and well-intentioned decision. That person did not have to be you, but I needed to know by August 2<sup>nd</sup>.

The impact of CASAs actions has been significant, they really have. That impact has extended to me, my wife, and my children, it will impact on their education, I have lost my home, other businesses have closed as a result of this, safety has been compromised, staff will lose employment, and the APTA model has been completely decimated by CASA. Businesses will be affected, and the entire process was so completely and totally unnecessary. It really could have been entirely avoided had CASA acted in a well-intentioned manner, in the interests of safety, and in accordance with the regulatory philosophy. Those personnel I have named decided that APTA would not be permitted to operate, and they worked diligently to achieve that outcome.

As a pilot with 25 years training experience, I cannot see how a less than ideal relationship between industry and CASA can possibly optimise safety outcomes. A relationship of confidence and trust is essential to achieve those optimal safety outcomes. In my opinion and drawing on my experience dealing with those five named individuals I sincerely believe they have demonstrated unconscionable conduct in their respective roles within CASA, and that is my only experience with those people. I can make no comment outside of my own perceived experience. Their actions and decisions have compromised safety. I can demonstrate that and am prepared to.

You are a Pilot, as I am. Our job is about nothing else than "good and sound decision making". I call on CASA to deal with me in a fair and reasonable manner promptly. I do not want to involve lawyers. Two Parties acting in a well-intentioned and respectful manner and dealing only in the complete truth, can resolve anything. That has been my experience over the last 54 years, and I am hoping that common sense can prevail in this situation.

By meeting with you, I have truly exhausted EVERY option for an internal resolution with CASA, and I will need to seek legal support and guidance if we cannot resolve this matter. I am mentally, emotionally, and financially drained and exhausted after this 9 month and more, I am only wanting to get some closure on this unnecessarily traumatic period. I really am at the cusp. Please!

Irrespective of the outcome, I sincerely thank you for your time. I felt you genuinely did provide “a good ear”, and I respect that.

Yours respectfully

Glen Buckley