

Mr Jason Newell  
Industrial Officer  
Australian Federation of Air Pilots  
Via email: jason@afap.org.au

4 December 2025

**Re: Response to Outstanding Industrial Matters**

Dear Mr Newell,

Thank you for your time on the phone recently, as you have contacted me via official correspondence I am responding in same, however as discussed and in the future, I am happy to liaise over the phone or via general emails should you have any matters to raise.

Thank you for your correspondence of 19 November, while your correspondence raises only the issue of Addition to Salary for Piston Pilots, I have taken the opportunity to respond to all matters raised with Chartair in your correspondence to my predecessor on 29 September 2024 with an aim of closing these matters out.

I can confirm that, except where noted below, the company's position on each matter remains unchanged from previous correspondence. Chartair remains committed to constructive engagement and to ensuring compliance with applicable industrial instruments and as such I have addressed each item below.

**1. Hours of Work**

Chartair's historic practice was to average ordinary hours over a 26-week period as previously flagged with you (6 December 2022), with hours recorded and monitored through Air Maestro. Following the Full Court's ruling in *AFAP v Corporate Air*, Chartair implemented changes to our stand-by arrangements to ensure continued compliance with the 38hr averaging principles, our changes included:

- Reducing stand-by duty periods from 8 hours to 6 hours to ensure 38hr average compliance
- Requiring pilots on stand-by to report to a company base and undertake allocated ground duties

Chartair remains compliant with the Award and the Full Court ruling relating to ordinary hours, averaging arrangements, and stand-by hours. We note that this matter is currently the subject of an Award variation application before the Fair Work Commission.

**2. Rostered Days Off – Cashed Out**

Chartair acknowledges the AFAP's concerns regarding the historical use of a 1/7<sup>th</sup> of weekly earnings calculation when cashing out single RDO's. This approach applied for a short period in 2022 and as previously advised, the number of cashed-out single RDOs was extremely low. Following AFAP raising this issue in 2022 the option for cashing out single RDO's was removed and between 2023 and 2025 pilots were allocated an alternate RDO.

In October 2025 we changed our approach from allocating a fixed RDO to providing Time in Lieu accrued at the rate of 1/5<sup>th</sup> or 7.6hrs/day, this approach provides pilots with the flexibility to apply for TIL in the same way as annual leave.

To clarify, our current approach when a pilot works an RDO is for the pilot to be paid an allowance of \$132.55 + accrual of TIL at the rate of 1/5<sup>th</sup> or 7.6hrs to be taken by agreement or paid out on termination at the applicable rate. We do not currently permit the cashing out or TIL.

### 3. Off-Setting Principles

Chartair continues to pay pilots above Award minimums with employment contracts explicitly stating that any above-award payment may offset Award entitlements that are not separately itemised.

AFAP has acknowledged Chartair's right to offset above-award payments and Chartair does not propose any changes to our approach.

### 4. Rostering Approach

Chartair has consistently advised that rosters are issued in accordance with Award clause 16.2, which requires publication at least 7 days prior to the commencement of the 14-day roster period. I again confirm that our rostering practices remain compliant and unchanged and as such no further action or comment is required.

### 5. Additions to Salary – “Commuter Operations”

Chartair's position remains that the company does **not** undertake commuter operations for the purposes of Schedule A.1.3(a) of the Award. This has been communicated to the AFAP since 2022 and was reaffirmed during discussions with David Trevelyan in September 2024.

Our position to this matter remains unchanged.

### 6. Training Bonds

Chartair offers training bonds to pilots in accordance with Award clause 13.6. I am satisfied that our approach is consistent and compliant with the Award and we will continue to recover bond amounts where pilots depart prior to fulfilling their return-of-service obligations and have signed and agreed to the conditions of a Training Bond.

### 7. Salaries – General Provisions (Training or Supervisory Pilots)

AFAP erroneously contends that because Chartair employs more than ten pilots in total, training/supervisory pilots should receive the higher rate in clause A1.14. Chartair maintains that the correct interpretation of the clause is based on the number of pilots a supervisory or training pilot is **responsible for**, not the total number employed by the company.

As no training or supervisory pilot at Chartair is responsible for more than ten pilots, Chartair's classification and payment structure is compliant with the Award.

Chartair acknowledges that the only matter potentially requiring remedy is the amount paid for cashed out single RDOs during 2022, a matter we are currently looking into and one that may be off-set against any over Award payments. I can confirm that the company has now adopted the 7.6hr accrual rate for TIL in relation to RDO's worked.

I am confident that all other practices are compliant with the Award and the NES and as discussed, I remain open to constructive dialogue in the event an error is identified.

Yours sincerely,



**Paul Lister**  
CEO, Chartair