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**To:** [Andrew Molnar](#)  
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**Subject:** Rostering Proposal  
**Date:** Monday, 6 January 2025 4:57:41 PM  
**Attachments:** [image001.png](#)

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Hi Andrew,

We refer to the outline you provided to the FWC on 3 January 2025 (**Outline**). Skytraders' position on the outstanding issues is set out below. We will provide a copy of this email to the FWC in advance of the conference tomorrow.

## **Remuneration**

Skytraders' position remains as set out in our email to the pilots on 24 December 2024.

## **Rostering – changes to published rosters**

The Outline states that the 'ability of Skytraders to change the roster after publication in a wide range of circumstances is not accepted.' As we have previously discussed with you, Skytraders' position is that the relevant provisions of the proposed agreement (i.e. clauses 54.7, 55.7, 56.7 and 57.7) are reasonable, including because they are closely aligned with clause 16.6 of the Award.

However, in the interests of reaching agreement with the pilots in a timely manner, we have carefully considered the AFAP's proposal. Set out below is Skytraders' revised position, taking into account Skytraders' operational constraints and the existing rostering provisions for each fleet. This is a significant compromise by Skytraders and demonstrates that we have listened to the pilots' feedback.

### All fleets

Clarify that all changes to published rosters are subject to the requirement that an Employee may only work on an RDO or DIL by agreement between the Company and the Employee.

### A320 fleet

Remove clause 54.7 (regarding changes to published rosters) and replace it with the following:

- (a) Subject to (b), after a roster is published, the Company may only change an Employee's roster as follows or as otherwise agreed between the Employee and the Company:
  - (i) 168 hours or more before the Employee is rostered to commence duty the Company may:
    - (A) change the rostered start time of the duty to be up to four (4) hours earlier; and/or
    - (B) change the rostered finish time to be up to four (4) hours later;
  - (ii) less than 168 hours but 72 hours or more before the Employee is rostered to commence duty the Company may:
    - A. change the rostered start time of the duty to be up to three (3) hours earlier; and/or
    - (B) change the rostered finish time to be up to three (3) hours later; and
  - (iii) less than 72 hours before the Employee is rostered to commence duty the Company may, with the Employee's agreement, which will not be unreasonably withheld:
    - A. change the rostered start time of the duty to be up to three (3) hours earlier; and/or
    - (B) change the rostered finish time to be up to three (3) hours later.
- (b) After a roster is published, the Company may change an Employee's roster as required:
  - i. to facilitate the Company's operations while the Employee is away from the Employee's Home Base; or
  - (ii) to facilitate a medivac operation or operation required for the protection of life.

### C212 fleet

Remove clause 56.7 (regarding changes to published rosters) and replace it with the following:

- a. Subject to (b), after a roster is published, the Company may only change an Employee's roster as follows or as otherwise agreed between the Employee and the Company:
  - i. 168 hours or more before the Employee is rostered to commence duty the Company may:
    - A. change the rostered start time of the duty to be up to four (4) hours earlier; and/or
    - B. change the rostered finish time to be up to four (4) hours later;
  - ii. less than 168 hours but 72 hours or more before the Employee is rostered to commence duty the Company may:
    - A. change the rostered start time of the duty to be up to three (3) hours earlier; and/or
    - B. change the rostered finish time to be up to three (3) hours later; and
  - iii. less than 72 hours before the Employee is rostered to commence duty the Company may, with the Employee's agreement, which will not be unreasonably withheld:
    - A. change the rostered start time of the duty to be up to three (3) hours earlier; and/or
    - B. change the rostered finish time to be up to three (3) hours later.
- (b) After a roster is published, the Company may change an Employee's roster as required to facilitate the Company's operations while the Employee is away from the Employee's Home Base.

#### **Rostering – additional RDOs/DFODs for B350 pilots**

Include the following clause:

If an Employee is rostered to work eighty (80) or more hours over eight (8) or fewer shifts in a Roster Period, the Employee will be allocated two (2) DFODs in the Roster Period, in addition to the 8 RDOs allocated in accordance with clause 55.8.

Amend clause 55.11 to include the underlined words:

An Employee may only work on an RDO or DFOD by mutual agreement with the Company. If an Employee agrees to work on an RDO or DFOD, the Employee will receive a payment of two (2) times their Daily Rate and a DIL. This does not apply in the event that an Employee is required to work on the day before the RDO or DFOD and that work continues into the RDO or DFOD.

#### **Rostering – remaining provisions**

Skytraders' position remains as set out in the proposed agreement provided to pilots on 2 December 2024.

Kind regards

Dan

**Dan Burnaby**

Director of Commercial • General Counsel

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