



19 November 2025

Paul Lister
Chief Executive Officer
Chartair Ltd Pty

Sent via email only: ceo@chartair.com.au

Re – Chartair Piston-Engine Addition to Salary - Dispute

Dear Mr Lister,

The Australian Federation of Air Pilots (**AFAP**) write on behalf of AFAP members employed at Chartair Pty Ltd (**Chartair**), regarding a disputed application of the Air Pilots Award 2020 (**the Award**), in particular regarding clause A.1.3 (a) '*Flying a piston engine aircraft*'.

Background of Dispute

1. The AFAP has raised concerns with Chartair regarding the application of the application of clause A.1.3 (a) of the Award, as well as other matters resulting in underpayment of wages to employees in correspondence commencing on the 23 November 2022.
2. The AFAP provide the following summary of key correspondence in relation to the matter of the payment for the additional to salary, clause A.1.3 (a) of the Award as follows (and attached annexures).
 - a. Pilot queries raised in October 2022
 - b. AFAP letter 23 November 2022
 - c. Chartair response 6 December 2022
 - d. AFAP letter 20 January 2023
 - e. Chartair response 14 March 2023
 - f. AFAP Letters 5 and 26 July 2023
 - g. AFAP letter 3 November 2023
 - h. Chartair response 15 November 2023
 - i. Pilot queries raised in July 2024
 - j. AFAP letter 26 September 2024
 - k. AFAP email 23 January and 6 February 2025
 - l. AFAP and Chartair meeting 10 April 2025
3. The AFAP and Chartair management meeting on the 10 April 2025 agreed the parties remain to be in dispute on the application of the Award clause A.1.3 (a) of the Award.

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- The correspondence between the AFAP and Chartair also refers to other issues in addition to the dispute regarding the application of A.1.3(a), some matter may be resolved. As the addition to salary in clause A.1.3(a) presents as a threshold issue to the minimum salary, it may impact the resolution of other matters. The AFAP are continuing to review other with our members other issues relating to work hours, overtime, application of 38-hour week, daily rate calculation and issues relating to accuracy of employee records.

Award Terms

- The clause A.1.3 (a) of the Award states the following.

A.1.3 Additions to minimum salary

In addition to the minimum salary the following salary components will be paid as applicable.

(a) Flying a piston engine aircraft

A pilot flying a piston engine aircraft engaged on commuter operations will be paid an additional allowance of \$ 1956.20 per annum.

- Chartair does not provide any pilot employed in the company the additional to salary clause A.1.3 (a) of the Award. The AFAP position is that all Chartair pilots flying the piston-engine aircraft should attract the addition to salary.
- The following wording clause A.1.3 (a) of the Award is not contentious,
A pilot flying a piston engine aircraft...
and that there is a qualifying requirement for this addition to salary that a pilot is required to be flying a 'piston engine aircraft' and therefore a pilot will not be operating a turbo-prop or a jet aircraft which both include higher addition(s) to salary than clause A.1.3 (a).
- The parties opposing views and positions of the application of the clause relates to the wording,
...engaged on commuter operations...
and is the threshold issue in this dispute.
- The following wording clause A.1.3 (a) of the Award is not contentious, as where applicable the purpose of this clause results in a payment of an addition to salary (increased salary),
...will be paid an additional allowance of \$ 1956.20 per annum.
- There is no definition for the terms 'commuter operations' within the Award or the FW Act.

AFAP V Chartair Opposing Views

- The AFAP position is that the application of clause A.1.3 (a) of the Award has broad interpretation and also therefore a broad application.

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12. This Award interpretation includes the interpretation of the ordinary meaning of the words '**commuter operations**'. Further we are of the view these words have very little work to do, with the main qualifying requirement to active the clause to be flying a piston-engine aircraft.
13. The AFAP position includes that all pilot's engage in aviation operations (whether operating a piston-engine, turbo-prop or a jet aircraft), so the ordinary meaning of '**operations**' will not exclude any pilot on the premises of those words alone.
14. The AFAP position that there may be controversy regarding a circuit flying operation to be defined as a '**commuter operation**' by the ordinary meaning. This is not a matter of contention with Chartair as they do not have circuit flying operations.
15. The Chartair position explained to the AFAP in a meeting in April 2025 was that the terms '**commuter operations**' relate to the '**commuter category**' of aircraft as categorised by the Civil Aviation Safety Authority (**CASA**).
16. Therefore, the Chartair position is that the clause A.1.3 (a) of the Award addition to salary is only payable to turbo-prop aircraft in the CASA category, which attract an alternate addition to salary and are not piston-engine aircraft.

Resolution

17. The AFAP note there are outstanding claims and loss and damages regarding these matters, that may be advanced as fair work claims.
18. The AFAP intention as discussed, the Chartair in April 2025 the AFAP may proceed with an application to the Fair Work Commission, however pending options we reserve all rights, including seeking fair work claims in a court of competent jurisdiction.
19. The AFAP provide correspondence to Chartair the opportunity to discuss or provide a further response to the AFAP correspondence prior to the Fair Work Commission application in the case the opportunity may assist the parties to resolve or clarify matters raised above.
20. Please respond to the AFAP within 14 days of this correspondence via email to jason@afap.org.au .

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Regards,

Jason Newell
Senior Industrial Officer

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