



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Skytraders Pty Ltd**  
(AG2025/355)

## SKYTRADERS ENTERPRISE AGREEMENT 2024

Airline operations

COMMISSIONER P RYAN

SYDNEY, 28 FEBRUARY 2025

*Application for approval of the Skytraders Enterprise Agreement 2024*

[1] Skytraders Pty Ltd (**Employer**) has made an application for approval of an enterprise agreement known as the *Skytraders Enterprise Agreement 2024 (Agreement)* pursuant to s.185 of the *Fair Work Act 2009 (FW Act)*. The Agreement is a single enterprise agreement.

### Section 190 Undertakings

[2] The Employer provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the Agreement.

### Sections 186, 187, 188 and 190

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 of the FW Act are relevant to this application for approval has been met. In coming to this conclusion, I have had regard to the material contained in the application, the accompanying declaration, the responses to issues identified, and the Statement of Principles.<sup>1</sup>

### National Employment Standards

[4] I observe that clause 46.3 of the Agreement *may* be inconsistent with the National Employment Standards (NES). However, noting clause 6.3 of the Agreement, I am satisfied that the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

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<sup>1</sup> *Fair Work (Statement of Principles on Genuine Agreement) Instrument 2023.*

### **Section 183 Bargaining Representatives**

[5] The Australian Federation of Air Pilots (AFAP) has given notice under s.183 of the FW Act that it wants the Agreement to cover it.

[6] In accordance with s.201(2), I note that the Agreement covers the AFAP.

### **Approval**

[7] The Agreement is approved and, in accordance with s.54 of the FW Act, will operate from 7 March 2025. The nominal expiry date of the Agreement is 28 February 2029.



COMMISSIONER

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## Annexure A

### IN THE FAIR WORK COMMISSION

Matter No: AG2025/355

Applicant: Skytraders Pty Ltd (ACN 001 851 921)

Section 185 – Application for approval of a single enterprise agreement

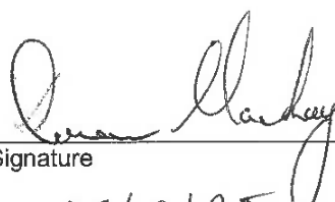
## Undertaking – Section 190

I, Duncan Mackay, Director of Sales and Marketing, have the authority given to me by Skytraders Pty Ltd (**Skytraders**) to give the following undertaking with respect to the *Skytraders (Pilots) Enterprise Agreement 2024 (the Agreement)*:

1. Section 5.2 of the Agreement will be read as follows:

*The nominal expiry date of this Agreement is the date that is four years after the date on which the Fair Work Commission approves the Agreement.*

This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

  
Signature

27/2/25  
Date

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.

## **SKYTRADERS (PILOTS) ENTERPRISE AGREEMENT 2024**

# SKYTRADERS (PILOTS) ENTERPRISE AGREEMENT 2024

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## SKYTRADERS (PILOTS) ENTERPRISE AGREEMENT 2024

### **PART A - FORMALITIES**

#### **1 TITLE**

- 1.1 This Agreement shall be known as the Skytraders Enterprise Agreement 2024.

#### **2 INCIDENCE AND PARTIES BOUND**

- 2.1 This Agreement applies to:

- (a) Skytraders Pty Ltd (ACN 001 851 921); and
- (b) all employees of the Company who are employed as pilots on a full time or casual basis, excluding:
  - (i) any pilot who is also a director of the Company;
  - (ii) any pilot who is engaged as a trainee under a training agreement; and
  - (iii) any pilot who does not operate aircraft, such as simulator pilots and ground-based training pilots.

- 2.2 This Agreement shall apply to all Employees while they are performing work:

- (a) throughout Australia (including in the Australian Antarctic Territory); and
- (b) in any other country or territory throughout the world, to the full extent permitted by law.

#### **3 INTENTION OF THE PARTIES**

- 3.1 The intention of the parties in reaching this Agreement is to:

- (a) ensure customer satisfaction in the provision of services;
- (b) increase the competitiveness, productivity, efficiency and flexibility of the Company and its workforce;
- (c) create a co-operative and productive work environment;
- (d) maintain a safe working environment;
- (e) promote formal training and improve career development;
- (f) provide for the use of the full range of skills and knowledge held by Employees; and
- (g) substantially reduce disputation and eliminate lost time due to disputation.

#### **4 INTERPRETATION AND DEFINITIONS**

- 4.1 Some terms used in this Agreement are defined in the Dictionary in this Agreement, unless the context indicates otherwise:

- (a) the singular includes the plural and the plural includes the singular;
- (b) words of one gender include the other gender;
- (c) reference to legislation includes any amendment to it, any legislation substituted for it, and any statutory instruments issued under it and in force;
- (d) reference to a part, clause, paragraph, or schedule, is a reference to a part, clause, paragraph, or schedule of this Agreement;
- (e) headings do not affect interpretation; and
- (f) if a term is given a particular meaning, other grammatical forms of that term have a corresponding meaning.

## SKYTRADERS (PILOTS) ENTERPRISE AGREEMENT 2024

### 5 DATE AND PERIOD OF OPERATION

- 5.1 This Agreement commences operation seven days after it is approved by the Fair Work Commission.
- 5.2 The nominal expiry date of this Agreement is the date that is four years after it commences operation.
- 5.3 The Company will initiate bargaining for an enterprise agreement to replace this Agreement at least six (6) months prior to the nominal expiry date of this Agreement.

### 6 RELATIONSHIP TO AWARDS AND OTHER LAWS

- 6.1 This Agreement excludes and replaces, in total, the terms contained in each of the following:
  - (a) any modern award that covers an Employee; and
  - (b) to the fullest extent permitted by law, and unless otherwise specified, a law of a State or Territory.
- 6.2 This Agreement completely supersedes and replaces any and all previous certified and collective agreements that applied to the Company (if any).
- 6.3 Where there is an inconsistency between this Agreement and the National Employment Standards, and the National Employment Standards provide a greater benefit than this Agreement, the National Employment Standards will apply to the extent of the inconsistency.

### 7 NO EXTRA CLAIMS

- 7.1 Subject to **clause 5.3**, there will be no extra claims by the parties with respect to the wages and conditions of employment of the Employees before the nominal expiry date of this Agreement.

### 8 POLICIES AND PROCEDURES

- 8.1 This Agreement and the employment of the Employees are supported by policies and procedures that may be created, varied or removed by the Company from time to time.
- 8.2 Employees must comply with all lawful policies and procedures in force from time to time.
- 8.3 Company policies and procedures are subject to change and do not create any legally enforceable obligations as against the Company.

### 9 CONSULTATION

- 9.1 This clause applies if the Company:
  - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
  - (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees, other than an Employee whose working hours are irregular, sporadic or unpredictable.

#### *Major change*

- 9.2 For a major change referred to in **clause 9.1(a)**:
  - (a) the Company must notify the Relevant Employees of the decision to introduce the major change; and
  - (b) **clauses 9.3 to 9.9** apply.
- 9.3 The Relevant Employees may appoint a representative for the purposes of the procedures in this **clause 9**.



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9.4 If:

- (a) a Relevant Employee appoints, or Relevant Employees appoint, a representative for the purposes of consultation; and
  - (b) the Employee or Employees advise the Company of the identity of the representative;
- the Company must recognise the representative.

9.5 As soon as practicable after making its decision, the Company must:

- (a) discuss with the Relevant Employees:
  - (i) the introduction of the change; and
  - (ii) the effect the change is likely to have on the Employees; and
  - (iii) measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (b) for the purposes of the discussion—provide, in writing, to the Relevant Employees:
  - (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) information about the expected effects of the change on the Employees; and
  - (iii) any other matters likely to affect the Employees.

9.6 However, the Company is not required to disclose confidential or commercially sensitive information to the Relevant Employees.

9.7 The Company must give prompt and genuine consideration to matters raised about the major change by the Relevant Employees.

9.8 If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in **clause 9.2(a)** and **clauses 9.3** and **9.5** are taken not to apply.

9.9 In this clause, a major change is *likely to have a significant effect on Employees* if it results in:

- (a) the termination of the employment of Employees; or
- (b) major change to the composition, operation or size of the Company's workforce or to the skills required of Employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain Employees; or
- (f) the need to relocate Employees to another workplace; or
- (g) the restructuring of jobs.

*Change to regular roster or ordinary hours of work*

9.10 For a change referred to in **clause 9.1(b)**:

- (a) the Company must notify the Relevant Employees of the proposed change; and
- (b) **clauses 9.11 to 9.15** apply.

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- 9.11 The Relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- 9.12 If:
- (a) a Relevant Employee appoints, or Relevant Employees appoint, a representative for the purposes of consultation; and
  - (b) the Employee or Employees advise the Company of the identity of the representative; the Company must recognise the representative.
- 9.13 As soon as practicable after proposing to introduce the change, the Company must:
- (a) discuss with the Relevant Employees the introduction of the change; and
  - (b) for the purposes of the discussion—provide to the Relevant Employees:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what the Company reasonably believes will be the effects of the change on the Employees; and
    - (iii) information about any other matters that the Company reasonably believes are likely to affect the Employees; and
  - (c) invite the Relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 9.14 However, the Company is not required to disclose confidential or commercially sensitive information to the Relevant Employees.
- 9.15 The Company must give prompt and genuine consideration to matters raised about the change by the Relevant Employees.

## PART B - EMPLOYMENT CATEGORIES AND CLASSIFICATION

### 10 CATEGORIES OF EMPLOYMENT

- 10.1 All Employees are employed on a full time or casual basis.

### 11 CLASSIFICATIONS

- 11.1 The Company will appoint each Employee to one or more of the following classifications:
- (a) CASA 212 First Officer;
  - (b) CASA 212 Captain;
  - (c) A320 Series First Officer;
  - (d) A320 Series Captain;
  - (e) B350 Pilot.
- 11.2 If an Employee is appointed to more than one classification in accordance with **clause 11.1**:
- (a) the Company will notify the Employee of their Primary Classification; and
  - (b) the Company may give the Employee three (3) months' notice that the Employee is no longer appointed to one or more of the classifications (other than the Employee's Primary Classification), in which case the Employee will cease to be appointed to the classification or classifications at the expiry of the notice period.

## SKYTRADERS (PILOTS) ENTERPRISE AGREEMENT 2024

- 11.3 The Company may create or adopt further classifications if the classifications specified in **clause 11.1** are insufficient.

### **12 WORKPLACE FLEXIBILITY**

- 12.1 The Company and an Employee may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
- (a) the agreement deals with one or more of the following matters:
    - (i) arrangements about when work is performed, including hours of work, availability and rosters;
    - (ii) payments, including wages, allowances and expenses;
    - (iii) time off work, including DILs and leave;
  - (b) the arrangement meets the genuine needs of the Company and Employee in relation to one or more of the matters mentioned in **clause 12.1(a)**; and
  - (c) the arrangement is genuinely agreed to by the Company and Employee.
- 12.2 The Company must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act; and
  - (b) are not unlawful terms under section 194 of the Act; and
  - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 12.3 The Company must ensure that the individual flexibility arrangement:
- (a) is in writing; and
  - (b) includes the name of the Company and Employee; and
  - (c) is signed by the Company and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
  - (d) includes details of:
    - (i) the terms of this Agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the Employee will be better off overall in relation to the terms and conditions of the Employee's employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences.
- 12.4 The Company must give the Employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.
- 12.5 The Company or Employee may terminate the individual flexibility arrangement:
- (a) by giving no more than twenty-eight (28) days written notice to the other party to the arrangement; or
  - (b) if the Company and Employee agree in writing—at any time.

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### **13 PROBATIONARY PERIOD**

- 13.1 The employment of each full time Employee is subject to a six (6) month probationary period applying from the date that the Employee commenced their most recent period of employment with the Company.

## PART C – REMUNERATION

### 14 PAYMENT OF WAGES

- 14.1 All wages for full time Employees will be paid monthly via electronic funds transfer to the financial institution account of the Employee's choice by no later than the Thursday following the end of the pay period. The Company may change this form of payment to accommodate unusual situations or circumstances.
- 14.2 All wages for casual Employees will be paid weekly via electronic funds transfer to the financial institution account of the Employee's choice. The Company may change this form of payment to accommodate unusual situations or circumstances.
- 14.3 In the event that the Company pays an Employee a sum in excess of any particular entitlement that the Employee has under this Agreement, to the fullest extent permitted by law, both during the Employee's employment and on termination of the Employee's employment, the Company may use any such amounts to satisfy any other amounts owed to the Employee under this Agreement, regardless of whether the entitlements are of an entirely different character.

### 15 RATES OF PAY

- 15.1 Full time Employees will be paid a Base Rate of Pay of either:
- (a) the rate of pay specified in **SCHEDULE 2**, (including any increases to that rate under **clause 15.4**) for the Employee's Primary Classification; or
  - (b) the minimum salary for the Employee's Primary Classification under the Award, whichever is the greater amount.
- 15.2 The Base Rate of Pay for each full time Employee whose Primary Classification is B350 Pilot, C212 Captain or C212 First Officer will increase annually from the beginning of the first full pay period on or after each twelve (12) month anniversary of the Commencement Date by the amount set out in the table below, provided the Employee's Primary Classification has not changed in the preceding twelve (12) months. These pay increases:
- (a) will apply to each Employee's Base Rate of Pay while their Primary Classification remains B350 Pilot, C212 Captain or C212 First Officer (as applicable);
  - (b) will not apply to the rates of pay specified in **SCHEDULE 2**; and
  - (c) will cease after the nominal expiry date of this Agreement.

Primary Classification	Increase to Base Rate of Pay
B350 Pilot	\$2,500
C212 Captain	\$7,500
C212 First Officer	\$6,000

- 15.3 The rates of pay specified in **SCHEDULE 2** (and the Base Rates of Pay calculated in accordance with **clause 15.2**, if applicable) will be increased annually from the beginning of the first full pay period on or after 1 July by the same percentage increase (if any) in the *CPI All Cities- Mar QTR (Annual Movement)*.

## SKYTRADERS (PILOTS) ENTERPRISE AGREEMENT 2024

15.4 Casual Employees will be paid for each flying hour at the rate of the total of:

- (a) 1/800<sup>th</sup> of the minimum salary for the Employee's Primary Classification under the Award (including additions to salary); and
- (b) an amount equal to 1% of the amount referred to in **clause (a)**.

15.5 Casual Employees will also be paid a casual loading amount of 25% of the rate of pay specified in **clause 15.4** for each flying hour, as compensation for all entitlements under this Agreement and the National Employment Standards that permanent Employees receive but which casual Employees do not receive, including paid annual leave, paid personal/carer's leave, notice of termination and redundancy pay.

15.6 Casual Employees are entitled to the following minimum payment on each occasion they are required to attend work:

- (a) for a period of duty (including rostered stand-by) of 4 hours or less – a minimum payment of two (2) hours; and
- (b) for a period of duty (including rostered stand-by) exceeding 4 hours – a minimum payment of (4) hours.

## 16 ADDITIONAL PAYMENT FOR B350 PILOTS

16.1 This **clause 16** does not apply to casual Employees.

16.2 If an Employee who is classified as a B350 Pilot performs a tour of duty that exceeds ten (10) hours, the Employee will be paid an additional payment of \$25 for each completed fifteen (15) minute period in excess of ten (10) hours.

16.3 The additional payment amount specified in **clause 16.2** will be increased annually from the beginning of the first full pay period on or after 1 July by the same percentage increase (if any) in the *CPI All Cities- Mar QTR (Annual Movement)*.

## 17 PER DIEM ALLOWANCE

17.1 An Employee will be entitled to a per diem allowance if:

- (a) the Employee is required by the Company to be away from their Home Base Overnight; or
- (b) accommodation is provided for mandated flight and duty rest periods (i.e. day rest) (as defined at sections 2.15, 3.6 and 4.6 in the Company's Fatigue Management Manual, as amended or replaced from time to time), and the Employee is not away from their Home Base Overnight.

17.2 An Employee will not be entitled to more than one per diem allowance in any twenty-four (24) hour period.

17.3 The amount of the per diem allowance is specified in the Company's Per Diem Policy as amended from time to time and will be no less than the rates prescribed by the ATO Travel Expenses Taxation Determination as amended from time to time (excluding accommodation).

17.4 If there is any inconsistency between this **clause 17** and the Company's Per Diem Policy, this **clause 17** will prevail to the extent of the inconsistency.

## 18 SUPERANNUATION

18.1 The Company will make superannuation contributions on behalf of each Employee in the amount required by the *Superannuation Guarantee (Administration) Act 1992* (Cth).

## SKYTRADERS (PILOTS) ENTERPRISE AGREEMENT 2024

- 18.2 Any superannuation contributions will be paid to a complying superannuation fund nominated by the Employee.
- 18.3 If an Employee does not nominate a complying superannuation fund, the Company may contact the ATO to confirm whether the Employee has a Stapled Fund and:
- (a) if the ATO confirms that the Employee has a Stapled Fund, the Company will pay the superannuation contributions into that Stapled Fund; and
  - (b) if the ATO confirms that the Employee does not have a Stapled Fund, the Company will pay the superannuation contributions into the Company's default superannuation fund as determined by the Company.

## 19 ANNUAL ALLOWANCES

- 19.1 This **clause 19** does not apply to casual Employees.
- 19.2 Subject to the remainder of this **clause 19**, if an Employee is appointed by the Company to any of the roles specified in the table below, the Employee will be entitled to the specified annual allowance, which will be paid in equal monthly instalments.

Role	Annual allowance
<b>Management Roles</b>	
Fleet Manager C212	\$15,000
Fleet Manager B350 (Type Specialist)	\$15,000
Head of Flight Operations	\$60,000
Deputy Head of Flight Operations	\$30,000
Head of Check and Training	\$50,000
Deputy Head Check and Training	\$25,000
<b>A320 Series Instructor Roles</b>	
Flight Examiner	\$8,000
A320 Series – one Instructor Role	\$15,000
A320 Series – two Instructor Roles	\$22,000
A320 Series – three Instructor Roles	\$29,000
A320 Series – four Instructor Roles	\$36,000
<b>B350 Instructor Roles</b>	
Flight Examiner	\$6,000
B350 – one Instructor Role	\$10,000
B350 – two Instructor Roles	\$14,000
B350 – three Instructor Role	\$18,000
B350 – four Instructor Roles	\$22,000

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Role	Annual allowance
<b>C212 Instructor Roles</b>	
Flight Examiner	\$6,000
C212 – one Instructor Role	\$8,000
C212 – two Instructor Roles	\$11,000
C212 – three Instructor Roles	\$14,000
C212 – four Instructor Roles	\$17,000
<b>Human Factors Roles</b>	
Human Factors Manager	\$10,000
Human Factors Facilitator	\$5,000
<b>Safety Roles</b>	
Safety Officer or Flight Safety Representative	\$5,000
Auditor or Investigator	\$5,000
<b>Other Roles</b>	
Ground Instructor (only)	\$5,000
Multiple classifications (per additional classification)	\$10,000
Fatigue Management Officer	\$5,000

- 19.3 Subject to **clause 19.4**, the Company may give an Employee three (3) months' notice that the Employee is no longer appointed to a role specified in **clause 19.2**, in which case the Employee will cease to be entitled to the allowance for that role at the expiry of the notice period.
- 19.4 **Clause 19.3** does not apply to the roles of Fleet Manager C212, Fleet Manager B350 (Type Specialist), Head of Flight Operations, Deputy Head of Flight Operations, Head of Check and Training and Deputy Head of Check and Training.
- 19.5 If an Employee is appointed to more than one classification in accordance with **clause 11.1**, the Employee will be entitled to the multiple classifications allowance for each classification in addition to the Employee's Primary Classification. If the Company gives an Employee notice that the Employee is no longer appointed to one or more of the additional classifications in accordance with **clause 11.2**, the Employee will cease to be entitled to the multiple classifications allowance for the additional classification or classifications at the expiry of the notice period.
- 19.6 If the Company appoints an Employee to multiple roles specified in **clause 19.2**, the Employee will be entitled to the applicable allowance in **clause 19.2** for each role they are appointed to, except in the following circumstances:
- (a) an Employee appointed to two (2) or more of the roles of Head of Flight Operations, Deputy Head of Flight Operations, Head of Check and Training or Deputy Head of Check and Training will be entitled to the highest of the allowances for those roles; and



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- (b) an Employee appointed to one (1) or more of the roles of Head of Flight Operations, Deputy Head of Flight Operations, Head of Check and Training or Deputy Head of Check and Training and any additional role or roles specified in **clause 19.2** will be entitled to:
  - (i) the amount specified in **clause 19.2** or **clause 19.6(a)** in respect of the role or roles of Head of Flight Operations, Deputy Head of Flight Operations, Head of Check and Training or Deputy Head of Check and Training;
  - (ii) an additional allowance of \$10,000 in respect of the additional roles or roles; and
  - (iii) no other allowance in **clause 19.2**; and
- (c) an Employee appointed to the same Instructor Role on different aircraft will be entitled to one allowance for that Instructor Role (being the highest allowance for that Instructor Role) and the multiple classifications allowance in accordance with **clause 19.5**.

19.7 The allowances in **clauses 19.2** and **19.6(b)(ii)** will be increased annually from the beginning of the first full pay period on or after 1 July by the same percentage increase (if any) in the *CPI All Cities- Mar QTR (Annual Movement)*.

## PART D – HOURS OF WORK

### 20 HOURS OF WORK AND ROSTERING

- 20.1 **Clauses 54, 55, 56 and 57** regarding rostering and hours of work apply to full time Employees.
- 20.2 The Company may offer casual Employees work from time to time on the days and times it chooses but makes no guarantee of ongoing employment. The duration and frequency of any period of casual employment will depend on the Company's business needs. Casual Employees may accept or reject each assignment of work offered to them.

### 21 MEAL BREAKS

- 21.1 If an Employee works on Ground Duties for more than five (5) hours on any shift, the Employee will be entitled to an unpaid meal break of thirty (30) minutes' duration at a time agreed with the Company.

### 22 STANDDOWN

- 22.1 The Company may stand down an Employee without pay if the Employee cannot be usefully employed because of:
  - (a) industrial action (other than industrial action organised or engaged in by the Company);
  - (b) a breakdown of machinery or equipment, if the Company cannot reasonably be held responsible for the breakdown; or
  - (c) a stoppage of work for any cause for which the Company cannot reasonably be held responsible.
- 22.2 The Company may stand down an Employee with pay for any reason if the Company pays the Employee their Base Rate of Pay during the stand down period.
- 22.3 A period in which an Employee is stood down:
  - (a) does not break the Employee's continuity of service; and
  - (b) counts as service.

## **PART E – WORK ENVIRONMENT**

### **23 DUTIES**

- 23.1 An Employee must perform the duties and responsibilities of the Employee's classification and position as specified by the Company from time to time, and such other duties within the Employee's capabilities and/or skill set for which the Employee was employed, as the Company may direct from time to time.
- 23.2 Irrespective of the classification assigned to an Employee, from time to time the Company may direct an Employee to perform other reasonable duties at work that the Employee is capable of performing provided that:
- (a) any such direction is reasonable in all the circumstances;
  - (b) the Employee will suffer no loss of pay;
  - (c) the duties are only temporary in nature; and
  - (d) the duties are duties for which the Employee has received adequate training (if training is required).
- 23.3 An Employee must comply with the following as issued and/or varied from time to time:
- (a) any reasonable instructions issued by the Company;
  - (b) Notices to Aircrew; and
  - (c) any other publications or notices issued by the Company.
- 23.4 Employees must also comply with all civil aviation, Federal, State and Territory laws of Australia and any country in which they are operating.

### **24 EXCLUSIVE SERVICES**

- 24.1 The Employee acknowledges and agrees that as a pilot, the Employee is subject to restrictions under the law, in terms of the hours that the Employee may fly in any given year.
- 24.2 In the circumstances, the Employee must not operate an aircraft (including for personal purposes or otherwise) or enter into any form of business or employment without the specific permission of the Company.
- 24.3 The Company agrees that it will not unreasonably withhold permission for an Employee to operate aircraft for personal recreational purposes or to participate in any business that does not conflict with the Employee's obligations to the Company. However, in the event that a conflict arises after any such permission has been granted, the Employee must immediately cease such activity and notify the Company.

### **25 LOCATION**

- 25.1 Each Employee must be living within one and a half (1.5) hours' travel time of the Employee's Home Base, or as otherwise agreed with the Company.

### **26 TYPE RATING TRAINING**

- 26.1 This **clause 26** does not apply to casual Employees.
- 26.2 If the Company and an Employee agree that the Employee will undergo type rating training on any aircraft, the Company will pay the cost of the Employee undergoing that type rating training.

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- 26.3 If the Employee undergoes type rating training on any aircraft at the Company's expense, the Company may require the Employee to repay all or part of the cost to the Company of the training, in accordance with the following table, if the Employee's employment is subsequently terminated by the Employee or the Company (other than because of redundancy or loss of medical licence), within two years of the Relevant Date for piston engine / turbo prop aircraft or within three (3) years of the Relevant Date for other aircraft.

Date of notice of termination or resignation	Amount Repayable			Type Rating Training on any other aircraft
	Type Rating Training on B350	Type Rating Training on C212	Type Rating Training on an A320 Series aircraft	
On or before 12 months after the Relevant Date	\$25,000	\$15,000	\$35,000	50% of the cost of the type rating training incurred by the Company
More than 12 months but less than 24 months for piston engine / turbo prop aircraft or 36 months for other aircraft after the Relevant Date	A proportionate amount of the amount repayable on or before 12 months after the Relevant Date, reduced on a monthly pro rata basis over a: (a) 12 month period for piston engine / turbo prop aircraft; and (b) 24 month period for other aircraft.			
On or after 24 months for piston engine / turbo prop aircraft or 36 months for other aircraft after the Relevant Date	\$0	\$0	\$0	\$0

- 26.4 The amounts specified in **clause 26.3** will be increased annually from the beginning of the first full pay period on or after 1 July by the same percentage increase (if any) in the *CPI All Cities- Mar QTR (Annual Movement)*.
- 26.5 The maximum amount repayable by an Employee under **clause 26.3** will be determined at the time the type rating training is agreed to between the Employee and the Company and will not be any increased amount that may apply under **clause 26.3** as a result of **clause 26.4** at the Relevant Date or the date of payment.
- 26.6 If the Company requires an Employee to repay all or part of the cost to the Company of the training in accordance with **clause 26.3**, then the amount required to be paid is a debt owed by the Employee to the Company, and the Company may:
- (a) deduct any portion of the debt from any payment due to the Employee; and/or

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- (b) require the Employee to directly repay the Company for any portion of the debt.

### 27 EXPENSES

27.1 The Company will reimburse each Employee for all reasonable expenses that:

- (a) are incurred by the Employee exclusively in the execution of the Company's business; and
  - (b) have been authorised by the Company,
- subject to the Employee providing the Company with a receipt or adequate proof of expenditure and in accordance with the Company's Expense Policy as amended or replaced from time to time.

### 28 COMMUNICATION ALLOWANCE

28.1 This **clause 28** applies to each full time Employee if:

- (a) the Employee uses their personal iPad and/or mobile phone for the Company's business purposes; and
- (b) the service provider for the Employee's personal iPad and/or mobile phone is Telstra or another service provider agreed between the Company and the Employee.

28.2 The Company will:

- (a) pay to the Employee a communication allowance of \$100 per month for the use of the Employee's personal iPad and/or mobile phone for the Company's business purposes within Australia; and
- (b) reimburse the Employee for reasonable costs incurred by the Employee for the use of the Employee's personal iPad and/or mobile phone for the Company's business purposes outside Australia, provided the Employee provides the Company with adequate proof of the costs incurred.

### 29 TRAVEL

29.1 If an Employee is required to fly to a location on another airline and the flight time exceeds six (6) hours:

- (a) the Employee will be entitled to a fare class of premium economy or the equivalent fare class with the relevant airline; and
  - (b) if a fare class of premium economy or its equivalent is not available, the Employee will be entitled to a fare class of business or the equivalent fare class with the relevant airline,
- unless otherwise agreed between the Employee and the Company.

29.2 If an Employee is required to travel for work purposes the Company will provide appropriate transport for the Employee, taking into account all relevant factors including the convenience, efficiency and cost of the transport.

### 30 ACCOMMODATION

30.1 If an Employee is required by the Company to be away from their Home Base Overnight in a location within the geographical limits of a country or region identified by the Australian Department of Foreign Affairs and Trade as having a threat level of three (3) or above, the Company will provide the Employee with:

- (a) where possible, accommodation as recommended by Medaire (or its equivalent); and
- (b) otherwise, equivalent accommodation in terms of location and security.

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### 31 INSURANCE

- 31.1 The Company will provide accident insurance and accident pay in accordance with clause 21 of the Award.
- 31.2 The Company will reimburse each full time Employee for the cost of loss of licence insurance, up to \$2,753 per annum, upon presentation of a receipt or adequate proof of expenditure. This amount will be increased annually from the beginning of the first full pay period on or after 1 July to the amount under clause 20.3(c) of the Award.
- 31.3 The Company will provide travel and medical insurance for each Employee while the Employee is travelling on Company business.

### 32 INDEMNITY

- 32.1 An Employee will not be required to pay for damage or loss of aircraft or equipment used in the course of their employment with the Company nor will any lien or other claim be made by the Company upon the Employee's estate. Any claim made by any member of the public, passenger or other person upon the Employee's estate as a result of any accident or happening caused by the Employee when duly performing their nominated duty, whether efficiently or, as may be subsequently determined, negligently, will be accepted as a claim made against the Company. The Company will be solely responsible for all claims as a result of operations by or travel in its aircraft. The foregoing will not apply to an Employee who knowingly performs their nominated duty in a manner contrary to law or the Company's policies.

### 33 UNIFORMS AND EQUIPMENT

- 33.1 The Company may specify a particular standard of dress and the Employees must comply with that standard.
- 33.2 The Company may supply an Employee with:
  - (a) a uniform;
  - (b) protective clothing; and/or
  - (c) safety equipment.
- 33.3 The Employee must:
  - (a) wear any item of clothing provided to him or her by the Company, as the Company determines is appropriate or required;
  - (b) use any safety equipment provided to him or her by the Company, as the Company determines is appropriate or required;
  - (c) maintain all items of clothing and/or equipment provided to the Employee by the Company in a good condition including, but not limited to, regularly laundering of any appropriate items of clothing;
  - (d) return all clothing and equipment provided to him or her by the Company in a good condition, subject to reasonable wear and tear, as directed by the Company.
- 33.4 If the Company supplies an Employee with an item under **clause 33.2**, the Company may, at its sole and absolute discretion, keep an appropriate record, recording:
  - (a) each item supplied to the Employee;
  - (b) the reasonable value of the item; and
  - (c) the signature of the Employee acknowledging the value and receipt of the item.

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- 33.5 If the Company maintains a record in accordance with **clause 33.4**, the Company may retain from the Employee's wages an amount up to the value of each item issued to the Employee as security for the items return in a good condition, subject to reasonable wear and tear.
- 33.6 The Company may agree to retain any amounts from the Employee's wages under **clause 33.5** by way of instalments.
- 33.7 If an Employee returns an item of clothing or equipment issued to him or her in a good condition, subject to reasonable wear and tear, the Company must return the amount of any security held in respect of the item under **clause 33.5**.
- 33.8 If an Employee fails to return an item of clothing or equipment issued to him or her in a good condition, subject to reasonable wear and tear, the Company may:
- (a) keep the amount of any security, or part thereof, held in respect of the item under **clause 33.5**; and/or
  - (b) deduct the replacement value of the item, or part thereof, from the Employee's pay.

### **34 COMPANY PROPERTY**

- 34.1 Employees must not remove any Company property from any premises without the express permission of the Company including (but not limited to):
- (a) goods distributed by the Company;
  - (b) tools;
  - (c) documents;
  - (d) Confidential Information; or
  - (e) excess materials.
- 34.2 Employees must report any missing Company property to their respective supervisors.

### **35 CONFIDENTIAL INFORMATION**

- 35.1 Each Employee may, in the course of their employment, have access to information that is confidential.
- 35.2 Each Employee must:
- (a) maintain the confidentiality of any Confidential Information; and
  - (b) report any breaches of this **clause 35** to the Employee's supervisor.
- 35.3 Each Employee may be required to sign a separate confidentiality agreement with the Company.

## **PART F – LEAVE**

### **36 GENERAL**

- 36.1 Unless otherwise and specifically stated in this Part F:
- (a) the leave entitlements in this Part F do not apply to casual Employees;
  - (b) all paid leave is paid at the Employee's Base Rate of Pay;
  - (c) paid leave counts as service; and
  - (d) to the extent permitted by law, any period of unpaid leave, unauthorised absence or unpaid authorised absence does not count as service.

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36.2 The Company may authorise an Employee to take paid or unpaid leave:

- (a) in excess of any other leave entitlement under this Part F; and
- (b) for any reason,

at its sole and absolute discretion.

36.3 Any unused leave accrued prior to the Commencement Date will be treated as if that leave accrued under this Agreement.

36.4 If the Employee is absent from work, otherwise than on authorised leave or other authorised absence, the Company may treat the absence as unauthorised and not pay the Employee for the duration of the unauthorised absence.

### 37 ANNUAL LEAVE

#### *Accrual*

37.1 Employees are entitled to forty-two (42) days of annual leave (inclusive of Saturdays, Sundays and Public Holidays) for every twelve (12) months of service.

37.2 Annual leave accrues from year to year without limit.

#### *Access to leave*

37.3 An Employee wishing to take annual leave shall make a written request to the Company for that annual leave at least one (1) month prior to the date that the Employee wishes to take the annual leave.

37.4 Where an Employee applies for a period of annual leave, it will be approved or denied by the Company within twenty eight (28) days of the application being made. The Company will not unreasonably refuse to approve an Employee's application for annual leave.

37.5 An Employee may take a period of paid annual leave if:

- (a) the Employee has accrued sufficient annual leave; and
- (b) the Company has authorised the Employee to take annual leave during that period.

37.6 Previously requested and authorised annual leave may only be cancelled or changed by mutual agreement between the Employee and the Company. The Employee may refuse a request to work during any period in which annual leave has been authorised by the Company without prejudice.

#### *Shut down and excess leave*

37.7 The Company may direct an Employee to take annual leave during any period in which the part of the Company's business in which the Employee is engaged shuts down, provided:

- (a) the direction does not result in the Employee's remaining accrued annual leave being less than twenty eight (28) days; and
- (b) the period of leave commences at least four (4) weeks after the direction.

37.8 If an Employee has more than forty-two (42) days of accrued annual leave and the Company and the Employee cannot agree on steps to reduce or eliminate the Employee's accrued annual leave in excess of forty-two (42) days, the Company may direct the Employee to take annual leave, provided:

- (a) the direction does not result in the Employee's remaining accrued annual leave being less than forty-two (42) days;
- (b) the period of leave commences at least four (4) weeks after the direction; and

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- (c) the Employee may make a request to take paid annual leave as if the direction had not been given.

### *Cashing out of annual leave*

- 37.9 Subject to **clause 37.10**, if an Employee and the Company agree in writing to the Employee cashing out part of the Employee's accrued annual leave:
- (a) the Company will pay the Employee an amount equal to the Employee's Base Rate of Pay for the accrued annual leave cashed out; and
  - (b) the Employee's accrued annual leave will be reduced by the amount of accrued annual leave cashed out.
- 37.10 Under **clause 37.9**, an Employee may not cash out more than one third (1/3) of the annual leave accrued by the Employee in the previous twelve (12) months.

### *Termination Payment*

- 37.11 If an Employee's employment is terminated, the Company must pay the Employee for any accrued but unused annual leave at the Employee's Base Rate of Pay.

## **38 PERSONAL/CARER'S LEAVE**

### *Accrual*

- 38.1 Employees are entitled to ten (10) days of paid personal/carer's leave for each year of service.
- 38.2 Personal/carer's leave accrues from year to year without limit.

### *Access to paid personal/carer's leave*

- 38.3 An Employee may take a period of paid personal/carer's leave if:
- (a) the Employee has accrued sufficient personal/carer's leave; and
  - (b) the personal/carer's leave is to be taken:
    - (i) because the Employee is not fit for work because of personal illness, or personal injury, of the Employee; or
    - (ii) to provide care or support to a member of the Employee's Immediate Family or a member of the Employee's household, who requires care or support because of:
      - (A) a personal illness, or personal injury affecting the member; or
      - (B) an unexpected emergency affecting the member.

### *Access to unpaid carer's leave*

- 38.4 Subject to **clause 38.5**, an Employee, including a casual Employee, may take a period of up to two (2) days' unpaid carer's leave for each occasion when a member of the Employee's Immediate Family or a member of the Employee's household, requires care or support during such a period because of:
- (a) a personal illness, or personal injury affecting the member; or
  - (b) an unexpected emergency affecting the member.
- 38.5 A full time Employee may only take unpaid carer's leave under **clause 38.4** if the Employee has exhausted their entitlement to paid personal/carer's leave under **clause 38.3**.

### *Workers' compensation*



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- 38.6 An Employee is not entitled to take paid personal/carer's leave for any period in respect of which workers' compensation benefits are paid or payable to him or her.
- 38.7 If an Employee obtains workers' compensation benefits for a period during which he or she received paid personal/carer's leave, the Employee must, immediately upon receiving the workers' compensation benefit, repay the Company the amount paid by the Company for that period. The Company will then re-credit that personal/carer's leave to the Employee.

### *Notice and documentary evidence requirements*

- 38.8 An Employee, including a casual Employee, must
- (a) notify the Director of Operations or nominated delegate if the Employee requires personal/carer's leave under either **clause 38.3** or **clause 38.4**; and
  - (b) provide the Company with any documentary evidence it requires, as soon as reasonably practicable.
- 38.9 If the Company requires documentary evidence in relation to a period of personal/carer's leave relating to a personal illness, or personal injury, the Employee must provide the Company with:
- (a) a medical certificate stating the reason for the personal/carer's leave, if it is reasonably practicable to do so; or
  - (b) otherwise, a statutory declaration that sets out:
    - (i) the reason for taking the personal/carer's leave; and
    - (ii) why it was not reasonably practicable to provide a medical certificate in accordance with **clause (a)**.
- 38.10 If the Company requires documentary evidence in relation to a period of personal/carer's leave relating to an unexpected emergency, the Employee must provide the Company with a statutory declaration setting out the reason for the Employee taking the personal/carer's leave.
- 38.11 If an Employee fails to comply with **clause 38.8**, **clause 38.9**, or **clause 38.10**, the Company may treat the absence as unauthorised and not pay the Employee for the duration of the unauthorised absence, unless the Employee could not comply with the applicable clause due to circumstances beyond the Employee's control.

### *Fitness for work*

- 38.12 If the Company reasonably considers that an Employee is unfit for work, the Company may require the Employee to provide the Company with a medical certificate stating that the Employee is fit for work. If the Company requires an Employee to provide the Company with a medical certificate under this clause it will reimburse the Employee for the cost of obtaining this medical certificate once a receipt is provided to the Company.

### *Termination Payment*

- 38.13 Accrued but unused personal/carer's leave will not be paid out on termination of employment.

### *Additional personal leave for URTIs*

- 38.14 Employees will be granted up to six (6) days of paid leave per year for a disability associated with an URTI. This leave does not accrue from year to year.
- 38.15 Employees will determine whether the URTI is sufficiently serious as to prevent them from performing Flying Duties only or whether the URTI prevents them from performing any work.

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- 38.16 If the URTI prevents Flying Duties only the Employee will report for work and will perform ground based duties only.
- 38.17 If the URTI prevents any work, the Company may require a medical certificate specifying the nature of the URTI.
- 38.18 Where an Employee reports for work and performs Ground Duties only in accordance with **clause 38.16**, the entitlement under **clause 38.14** will not be affected.

### 39 COMPASSIONATE LEAVE

#### *Entitlement to compassionate leave*

- 39.1 Each full time Employee is entitled to two (2) days of paid compassionate leave for each occasion (**permissible occasion**) when:
- (a) a member of the Employee's Immediate Family or a member of the Employee's household:
    - (i) contracts or develops a personal illness that poses a serious threat to their life; or
    - (ii) sustains a personal injury that poses a serious threat to their life; or
    - (iii) dies; or
  - (b) a Child is stillborn, where the Child would have been a member of the Employee's Immediate Family or a member of the Employee's household, if the Child had been born alive; or
  - (c) the Employee or the Employee's Spouse has a miscarriage
- 39.2 Each casual Employee is entitled to two (2) days of unpaid compassionate leave for each permissible occasion set out in **clause 39.1**.

#### *Taking compassionate leave*

- 39.3 An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:
- (a) to spend time with the member of the Employee's Immediate Family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in **clause 39.1**
  - (b) after the death of the member of the Employee's Immediate Family or household, or the stillbirth of the Child, referred to in **clause 39.1**
  - (c) after the Employee, or the Employee's Spouse has the miscarriage referred to in **clause 39.1**.

#### *Evidence requirements*

- 39.4 The Employee must provide the Company with such evidence as it reasonably requires of the illness, injury, death, stillbirth or miscarriage.

### 40 LONG SERVICE LEAVE

- 40.1 Employees will be entitled to long service leave in accordance with the applicable State or Territory legislation.

### 41 PARENTAL LEAVE

- 41.1 Employees will be entitled to parental leave in accordance with the provisions of the Act.

### 42 COMMUNITY SERVICE LEAVE

- 42.1 Employees will be entitled to community service leave (including for jury service) in accordance with the provisions of the Act.

**43 FAMILY AND DOMESTIC VIOLENCE LEAVE**

- 43.1 Employees will be entitled to family and domestic violence leave in accordance with the provisions of the Act.

**44 PUBLIC HOLIDAYS**

- 44.1 For the avoidance of doubt:

- (a) each Employee's Base Rate of Pay; and
- (b) the entitlement to annual leave in **clause 37**,

takes into account the Employees' entitlement to Public Holidays in the Act and include compensation for all Public Holidays provided for in the Act.

**PART G – TERMINATION AND SUSPENSION OF EMPLOYMENT**

**45 PROBATION PERIOD**

- 45.1 If a full time Employee is serving a probationary period under **clause 13.1**, the Company may terminate the Employee's employment without reason by giving the Employee one week's notice of termination or payment in lieu of notice.

**46 TERMINATION AT THE INITIATIVE OF THE COMPANY**

- 46.1 The Company may terminate a full time Employee's employment, without prior notice or payment in lieu of notice, if the Employee engages in serious misconduct, which includes:

- (a) wilful or deliberate behaviour by the Employee that is inconsistent with the continuation of their contract of employment;
- (b) any serious or persistent breach of the terms of the Employee's employment contract, this Agreement or any of the Company's policies or procedures;
- (c) any serious or persistent breach of the *Civil Aviation Act 1988* (Cth), regulations, directions, orders and/or exemption, and any applicable requirements of the Civil Aviation Safety Authority;
- (d) conduct that causes a serious and imminent risk to the health or safety of a person;
- (e) conduct that causes serious and imminent risk to the reputation, viability or profitability of the Company;
- (f) theft, fraud, assault or sexual harassment;
- (g) being intoxicated at work;
- (h) refusing to carry out a lawful and reasonable direction of the Company, including a direction in the Company's policies and procedures;
- (i) being convicted of any criminal offence (whether or not a conviction or recorded) that is relevant to the Employee's employment;
- (j) serious negligence in the performance of the Employee's duties.

- 46.2 The Company may terminate a full time Employee's employment by giving the Employee:

- (a) if the Employee is employed on a permanent basis – five (5) weeks' written notice;
- (b) if the Employee is employed for a specific period – the minimum notice period specified in section 117(3) of the Act, in writing.

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- 46.3 If a full time Employee does not attend work during all or part of the notice period given by the Company in accordance with **clause 46.2**, without prior approval, the Company may withhold the Employee's Base Rate of Pay and any other amounts that otherwise would have been payable to the Employee during that part of the notice period.
- 46.4 The Company may terminate a full time Employee's employment, at any time, by paying the Employee their Base Rate of Pay for the unexpired portion of the notice period under **clause 46.2**.
- 46.5 The employment of each casual Employee commences at the beginning of each engagement and terminates at the completion of each engagement. However, the Company may terminate a casual Employee's employment without prior notice or payment in lieu of notice if the Employee engages in serious misconduct, including as described in **clause 46.1**.

### **47 TERMINATION AT THE INITIATIVE OF THE EMPLOYEE**

- 47.1 A full time Employee may terminate their employment by giving the Company five (5) weeks' written notice, or such shorter period as the Company agrees.
- 47.2 If the Employee fails to give the Company the required notice under **clause 47.1**, the Company may withhold the Employee's Base Rate of Pay and any other amounts that otherwise would have been payable to the Employee during the notice period.

### **48 REDUNDANCY**

- 48.1 Full time employees are entitled to redundancy pay in accordance with the Act.

### **49 RETURN OF PROPERTY**

- 49.1 Upon termination of an Employee's employment, the Employee must return to the Company any controlled manuals, documentation, or other Company property that has been issued to him or her.

### **50 MONIES OWED**

- 50.1 Any overpayments or amounts advanced to an Employee are due and payable to the Company upon:
- (a) termination of employment; or
  - (b) notice of termination of employment being given by the Employee or the Company, whichever occurs first.
- 50.2 The Company may withhold any monies owed:
- (a) under **clause 50.1**; and/or
  - (b) to the Company by an Employee on termination of the Employee's employment, from any monies otherwise payable to the Employee on termination or during the notice period.

### **51 INVESTIGATIONS**

- 51.1 If the Company is undertaking an investigation, the Company may suspend an Employee from duty on full pay (that is, the pay the Employee would have received for working their usual hours during the period of suspension) for the duration of the investigation.
- 51.2 If the Company suspends an employee in accordance with **clause 51.1**, the Company:
- (a) will provide the Employee with weekly updates about the investigation; and
  - (b) may require the Employee to attend a meeting as part of the investigation and if it does so:

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- (i) will provide the Employee with at least forty-eight (48) hours' written notice of the meeting and information about and particulars of the matters and (if relevant) the allegations that the Company wishes the Employee to address in the meeting; and
- (ii) will permit the Employee to bring a suitable support person with them to the meeting.

51.3 This **clause 51** does not affect the Company's rights or obligations:

- (a) in connection with performance management or dealing with alleged misconduct; or
- (b) under any applicable legislation, including work health and safety legislation.

## PART H – DISPUTE SETTLEMENT PROCEDURE

### 52 DISPUTE SETTLEMENT PROCEDURE

52.1 This **clause 52** applies only to disputes:

- (a) about any matters arising under this Agreement; or
- (b) in relation to the National Employment Standards.

52.2 A party to the dispute may appoint a representative, including a legal representative, for the purposes of the procedures in this clause.

52.3 If there is a dispute:

- (a) in the first instance, the parties to the dispute will attempt to resolve the dispute at the workplace level, including, but not limited to, the Employee or two or more Employees and the Employee's Supervisor meeting and conferring on the matter;
- (b) if the dispute is not resolved at such a meeting, the parties will arrange further discussions involving more senior levels of management up to and including the Chief Executive Officer;
- (c) if discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the dispute to the Fair Work Commission;
- (d) if a dispute is referred to the Fair Work Commission, the Fair Work Commission may deal with the dispute in two (2) stages:
  - (i) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - (ii) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - (A) arbitrate the dispute; and
    - (B) make a determination that is binding on the parties.

52.4 If the Fair Work Commission arbitrates the dispute:

- (a) it may also use the powers that are available to it under the Act; and
- (b) any decision made by the Fair Work Commission is binding on the parties and may be appealed.

52.5 During the time the parties to a dispute are attempting to resolve the matter:

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- (a) the Employees concerned will continue to work as normal in accordance with the terms and conditions of their employment unless they have a reasonable concern about an imminent risk to their health or safety;
- (b) the Employees concerned must comply with a direction given by the Company to perform other available work at the same workplace, or at another workplace, unless:
  - (i) the work is not safe; or
  - (ii) applicable work health and safety legislation would not permit the work to be performed; or
  - (iii) the work is not appropriate for the Employees to perform; or
  - (iv) there are other reasonable grounds for the Employees to refuse to comply with the direction; and
- (c) dispute resolution procedures must be carried out as quickly as is reasonably practicable.

52.6 No party will be prejudiced as to resolution of the dispute by the continuance of work in accordance with **clause 52.5**.

## PART I – WORKPLACE DELEGATES

### 53 WORKPLACE DELEGATES' RIGHTS

53.1 In this **clause 53**:

- (a) ***delegate's organisation*** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
- (b) ***eligible employees*** means Employees who are members or eligible to be members of the delegate's organisation.

53.2 Before exercising entitlements under this **clause 53**, a workplace delegate must give the Company written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the Company with evidence that would satisfy a reasonable person of their appointment or election.

53.3 An Employee who ceases to be a workplace delegate must give written notice to the Company within fourteen (14) days.

#### *Right of representation*

53.4 A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work;
- (c) resolution of disputes;
- (d) disciplinary processes;
- (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and

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- (f) any process or procedure within an award, enterprise agreement or policy of the Company under which eligible employees are entitled to be represented and which concerns their industrial interests.

### *Entitlement to reasonable communication*

- 53.5 A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under **clause 53.4**. This includes discussing membership of the delegate's organisation and representation with eligible employees.
- 53.6 A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

### *Entitlement to reasonable access to the workplace and workplace facilities*

- 53.7 The Company must provide a workplace delegate with access to or use of the following workplace facilities:
  - (a) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
  - (b) a physical or electronic noticeboard;
  - (c) electronic means of communication ordinarily used in the workplace by the Company to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
  - (d) a lockable filing cabinet or other secure document storage area; and
  - (e) office facilities and equipment including printers, scanners and photocopiers.
- 53.8 The Company is not required to provide access to or use of a workplace facility under **clause 53.7(a)** if:
  - (a) the workplace does not have the facility;
  - (b) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
  - (c) the Company does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

### *Entitlement to reasonable access to training*

- 53.9 The Company must provide a workplace delegate with access to up to five (5) days of paid time during normal working hours for initial training and at least one (1) day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:
  - (a) in each year commencing 1 July, the Company is not required to provide access to paid time for training to more than one (1) workplace delegate per fifty (50) eligible employees;
  - (b) the number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
    - (i) full-time or part-time employees; or
    - (ii) regular casual employees;
  - (c) payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have

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been rostered or required to work on that day if the delegate had not been absent from work to attend the training;

- (d) the workplace delegate must give the Company not less than five (5) weeks' notice (unless the Company and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider;
- (e) if requested by the Company, the workplace delegate must provide the Company with an outline of the training content;
- (f) the Company must advise the workplace delegate not less than two (2) weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved and such approval must not be unreasonably withheld;
- (g) the workplace delegate must, within seven (7) days after the day on which the training ends, provide the Company with evidence that would satisfy a reasonable person of their attendance at the training.

### *Exercise of entitlements under clause 53*

53.10 A workplace delegate's entitlements under **clause 53** are subject to the conditions that the workplace delegate must, when exercising those entitlements:

- (a) comply with their duties and obligations as an Employee;
- (b) comply with the reasonable policies and procedures of the Company, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of information and technology resources;
- (c) not hinder, obstruct or prevent the normal performance of work; and
- (d) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.

53.11 **Clause 53** does not require the Company to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.

53.12 **Clause 53** does not require an eligible employee to be represented by a workplace delegate without the eligible employee's agreement.

## **PART J – ROSTERING PROVISIONS**

### **54 A320 SERIES OPERATIONS ROSTERING**

54.1 This **clause 54** applies to each full time Employee whose Primary Classification is A320 Series First Officer or A320 Series Captain.

#### *Hours of Work*

54.2 Hours of work, days off and rest periods will be determined in accordance with the following:

- (a) the regulations approved by CASA from time to time; or
- (b) general or employer-specific exemptions to, or concessions under, the regulations approved by CASA from time to time.

54.3 Subject to **clause 54.2**:



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- (a) an Employee's ordinary hours of work will be thirty eight (38) hours per week, averaged over a six (6) month period;
- (b) an Employee may be required to work reasonable additional hours from time to time; and
- (c) an Employee may be required to work at any time on any day, including night and day operations and Saturdays, Sundays and Public Holidays.

### *Rostering Arrangements*

- 54.4 Each Roster Period will be twenty eight (28) days.
- 54.5 Rosters will be published at least seven (7) days before the first day of the relevant Roster Period, and may not be altered unless in accordance with this clause.
- 54.6 Each roster will specify each Employee's RDOs, approved DILs, DFODs, Flying Duties with sign on and sign off times, Stand-By, Blank Days, other duties (such as Simulator Duties, rostered training, rostered checking activities, Ground Duties and rostered courses) and approved leave periods.
- 54.7 Subject to **clauses 54.8, 54.12 and 54.15**, 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::
- (a) 168 hours or more before the Employee is rostered to commence duty the Company may:
    - (i) change the rostered start time of the duty to be up to four (4) hours earlier; and/or
    - (ii) change the rostered finish time to be up to four (4) hours later;
  - (b) less than 168 hours but 72 hours or more before the Employee is rostered to commence duty the Company may:
    - (i) change the rostered start time of the duty to be up to three (3) hours earlier; and/or
    - (ii) change the rostered finish time to be up to three (3) hours later; and
  - (c) 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:
    - (i) change the rostered start time of the duty to be up to three (3) hours earlier; and/or
    - (ii) change the rostered finish time to be up to three (3) hours later.
- 54.8 Subject to **clauses 54.12 and 54.15**, after a roster is published, the Company may change an Employee's roster as required:
- (a) to facilitate the Company's operations while the Employee is away from the Employee's Home Base; or
  - (b) to facilitate a medivac operation or operation required for the protection of life.
- 54.9 Each Employee will be allocated eight (8) RDOs in each Roster Period, subject to:
- (a) **clause 54.12**; and
  - (b) if an Employee takes pre-approved leave during a Roster Period, the number of RDOs allocated to the Employee in that Roster Period may be reduced as follows:

Pre-approved leave days in a Roster Period (excluding DILs)	RDOs in a Roster Period
1	8
2-5	7

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6-8	6
9-12	5
13-15	4
16-19	3
20-22	2
23-26	1
27-28	0

- 54.10 Over each Roster Period, each Employee will be allocated a minimum of one (1) weekend of two (2) RDOs. The remaining RDOs will be arranged in a minimum of two (2) consecutive days, subject to:
- (a) two (2) single RDOs may be rostered in a Roster Period if necessary due to operational requirements; and
  - (b) the Company may roster more than two (2) single RDOs for an Employee in a Roster Period in consultation with the Employee.
- 54.11 All RDOs and DILs will be rostered at an Employee's Home Base unless otherwise agreed between the Company and the Employee.
- 54.12 An Employee may only work on an RDO by mutual agreement with the Company. If an Employee agrees to work on an RDO, the Employee will receive a payment of two (2) times their Daily Rate and a DIL. This **clause 54.12** does not apply in the event that an Employee is required to work on the day before the RDO and that work continues into the RDO.
- 54.13 An Employee will be rostered to sign off no later than 22:00 hours on the day preceding an RDO or DIL or group of RDOs or DILs and shall be rostered to sign on no earlier than 06:00 hours on the day after an RDO or DIL or group of RDOs or DILs.
- 54.14 If a duty is rostered in accordance with **clause 54.13** to terminate before 22:00 on the day preceding an RDO and is extended by delays so that it terminates:
- (a) after 22:00 hours but before 24:00 hours – the Employee will receive a DIL;
  - (b) on or after 24:00 – the Employee will receive a payment of one (1) times their Daily Rate and a DIL.
- If this **clause 54.14** applies, **clause 54.12** will not apply.
- 54.15 An Employee may take a DIL at any time agreed with the Company and once a DIL is agreed, it may not be changed unless by further mutual agreement.
- 54.16 If an Employee has accrued more than four (4) DILs, the Company may require the Employee to take one (1) or more DILs at any time, provided:
- (a) the requirement will not result in the Employee's remaining accrued DILs being less than four (4) DILs;
  - (b) the Company gives the Employee at least fourteen (14) days' notice of the requirement and does not require the Employee to take more than twenty (20) DILs within a twelve (12) month period under this **clause 54.16(b)**;
  - (c) the Company gives the Employee at least sixty (60) days' notice of the requirement and does not require the Employee to take more than twenty (20) DILs within a twelve (12) month period under this **clause 54.16(c)**;

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- (d) if the Company requires an Employee to take a single DIL, that DIL will be scheduled on a day immediately before or after an RDO or a day of annual leave; and
  - (e) if the Company requires an Employee to take multiple DILs within a seven (7) day period, those DILs will be scheduled consecutively.
- 54.17 The Company will maintain records of each Employee's accrued and used DILs and DIL balance and will make those records available to the Employee on the Employee's request.
- 54.18 The Company and the Employee may agree to the Employee cashing out one (1) or more DILs. If such agreement is reached, for each DIL cashed out the Company will pay the Employee their Daily Rate and the Employee's DIL balance will be reduced accordingly. On termination of employment, the Company will pay the Employee their Daily Rate for each accrued but unused DIL.

### *Availability*

- 54.19 An Employee who is rostered on a Blank Day must be available to perform any assigned duties on the Blank Day.
- 54.20 If an Employee is required to perform duties on a Blank Day, the Company will notify the Employee of their assigned duties on the Blank Day no less than twelve (12) hours before the start of the assigned duties.
- 54.21 If an Employee is required to perform duties on a Blank Day, the Company will notify the Employee accordingly no later than 17:00 local time on the day before the Blank Day, otherwise the Blank Day will automatically be converted to a DFOD.
- 54.22 An Employee may agree to perform duties on a DFOD, at the Company's request, provided the Employee is adequately rested for the duty.
- 54.23 If an Employee is rostered on Stand-By, the Employee must be contactable and fit and able to perform duties if required by the Company.
- 54.24 If an Employee is contacted and required to perform duties while they are on Stand-By, the Employee must report for duty at the assigned location within two (2) hours of being contacted.
- 54.25 An Employee will not be rostered on Stand-By for more than twelve (12) hours or within twelve (12) hours immediately before or after a rostered tour of duty.

## **55 VH-PVE OPERATIONS ROSTERING**

- 55.1 This **clause 55** applies to each full time Employee whose Primary Classification is B350 Pilot.

### *Hours of Work*

- 55.2 Hours of work, days off and rest periods will be determined in accordance with the following:
- (a) the regulations approved by CASA from time to time; or
  - (b) general or employer-specific exemptions to, or concessions under, the regulations approved by CASA from time to time.
- 55.3 Subject to **clause 55.2**:
- (a) an Employee's ordinary hours of work will be thirty eight (38) hours per week, averaged over a two (2) month period;
  - (b) an Employee may be required to work reasonable additional hours from time to time; and
  - (c) an Employee may be required to work at any time on any day, including night and day operations and Saturdays, Sundays and Public Holidays.

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### *Rostering Arrangements*

- 55.4 Each Roster Period will be fourteen (14) days.
- 55.5 Rosters will be published at least seven (7) days before the first day of the relevant Roster Period, and may not be altered unless in accordance with this clause. The Company will use its best endeavours:
- (a) to publish the roster for two (2) Roster Periods at a time; and
  - (b) to publish the roster fourteen (14) days before the first day of the relevant Roster Period.
- 55.6 Each roster will specify each Employee's RDOs, approved DILs, DFODs, Flying Duties with sign on and sign off times, Stand-By, other duties (such as Simulator Duties, rostered training, rostered checking activities, Ground Duties and rostered courses) and approved leave periods.
- 55.7 Subject to **clauses 55.12** and **55.16**, after a roster is published, the Company may change the roster as required due to:
- (a) disruptions to service;
  - (b) rostered checking activities or training;
  - (c) cancellation of a flight;
  - (d) an Employee being unable to complete their rostered duty (for example, because the Employee has insufficient hours to complete a flight or has taken unexpected leave).
- 55.8 Each Employee will be allocated eight (8) RDOs in each two (2) consecutive Roster Periods, subject to:
- (a) **clause 55.12**; and
  - (b) if an Employee takes pre-approved leave during a Roster Period, the number of RDOs allocated to the Employee in that Roster Period may be reduced as follows:

<b>Pre-approved leave days in two consecutive Roster Periods (excluding DILs)</b>	<b>RDOs in two consecutive Roster Periods</b>
1	8
2-5	7
6-8	6
9-12	5
13-15	4
16-19	3
20-22	2
23-26	1
27-28	0

- 55.9 Over each two (2) consecutive Roster Periods, each Employee will be allocated a minimum of one (1) weekend of two (2) RDOs. The remaining RDOs will be arranged in a minimum of two (2) consecutive days, subject to:
- (a) two (2) single RDOs may be rostered in two (2) consecutive Roster Periods if necessary due to operational requirements; and

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- (b) the Company may roster more than two (2) single RDOs for an Employee in two (2) consecutive Roster Periods in consultation with the Employee.
- 55.10 All RDOs and DILs will be rostered at an Employee's Home Base unless otherwise agreed between the Company and the Employee.
- 55.11 In addition to the RDOs allocated in accordance with **clause 55.8**, if an Employee is rostered to work eighty (80) or more hours over eight (8) or fewer shifts in a Roster Period (including Stand-By) the Employee will be allocated two (2) DFODs in the Roster Period.
- 55.12 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 **clause 55.12** 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.
- 55.13 An Employee will be rostered to sign off no later than 22:00 hours on the day preceding an RDO or DIL or group of RDOs or DILs and shall be rostered to sign on no earlier than 06:00 hours on the day after an RDO or DIL or group of RDOs or DILs.
- 55.14 If a duty is rostered in accordance with **clause 55.13** to terminate before 22:00 on the day preceding an RDO and is extended by delays so that it terminates:
  - (a) after 22:00 hours but before 24:00 hours – the Employee will receive a DIL;
  - (b) on or after 24:00 – the Employee will receive a payment of one (1) times their Daily Rate and a DIL.
- If this **clause 55.14** applies, **clause 55.12** will not apply.
- 55.15 If an Employee is required to work after the end of a rostered shift of ten (10) hours or more, the Employee will be paid \$25 for every 15 minutes (or part thereof) worked after the end of the rostered shift.
- 55.16 An Employee may take a DIL at any time agreed with the Company and once a DIL is agreed, it may not be changed unless by further mutual agreement.
- 55.17 If an Employee has accrued more than four (4) DILs, the Company may require the Employee to take one (1) or more DILs at any time, provided:
  - (a) the requirement will not result in the Employee's remaining accrued DILs being less than four (4) DILs;
  - (b) the Company gives the Employee at least fourteen (14) days' notice of the requirement and does not require the Employee to take more than twenty (20) DILs within a twelve (12) month period under this **clause 55.17(b)**;
  - (c) the Company gives the Employee at least sixty (60) days' notice of the requirement and does not require the Employee to take more than twenty (20) DILs within a twelve (12) month period under this **clause 55.17(c)**;
  - (d) if the Company requires an Employee to take a single DIL, that DIL will be scheduled on a day immediately before or after an RDO or a day of annual leave; and
  - (e) if the Company requires an Employee to take multiple DILs within a seven (7) day period, those DILs will be scheduled consecutively.
- 55.18 The Company will maintain records of each Employee's accrued and used DILs and DIL balance and will make those records available to the Employee on the Employee's request.

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- 55.19 The Company and the Employee may agree to the Employee cashing out one (1) or more DILs. If such agreement is reached, for each DIL cashed out the Company will pay the Employee their Daily Rate and the Employee's DIL balance will be reduced accordingly. On termination of employment, the Company will pay the Employee their Daily Rate for each accrued but unused DIL.

### *Availability*

- 55.20 An Employee may agree to perform duties on a DFOD, at the Company's request, provided the Employee is adequately rested for the duty.
- 55.21 If an Employee is rostered on Stand-By, the Employee must be contactable and fit and able to perform duties if required by the Company.
- 55.22 If an Employee is contacted and required to perform duties while they are on Stand-By, the Employee must report for duty at the assigned location within two (2) hours of being contacted
- 55.23 An Employee will not be rostered on Stand-By for more than twelve (12) hours or within twelve (12) hours immediately before or after a rostered tour of duty.

## **56 AUSTRALIAN DEFENCE FORCE PARACHUTING SCHOOL OPERATIONS ROSTERING**

- 56.1 This **clause 56** applies to each full time Employee whose Primary Classification is CASA 212 First Officer or CASA 212 Captain.

### *Hours of Work*

- 56.2 Hours of work, days off and rest periods will be determined in accordance with the following:
- (a) the regulations approved by CASA from time to time; or
  - (b) general or employer-specific exemptions to, or concessions under, the regulations approved by CASA from time to time.
- 56.3 Subject to **clause 56.2**:
- (a) an Employee's ordinary hours of work will be thirty eight (38) hours per week, averaged over a six (6) month period;
  - (b) an Employee may be required to work reasonable additional hours from time to time; and
  - (c) an Employee may be required to work at any time on any day, including night and day operations and Saturdays, Sundays and Public Holidays.

### *Rostering Arrangements*

- 56.4 Each Roster Period will be fourteen (14) days.
- 56.5 Rosters will be published at least seven (7) days before the first day of the relevant Roster Period, and may not be altered unless in accordance with this clause. The Company will use its best endeavours to publish the roster for two (2) Roster Periods at a time.
- 56.6 Each roster will specify each Employee's RDOs, approved DILs, DFODs, Flying Duties with sign on and sign off times, Stand-By, Blank Days, other duties (such as Simulator Duties, rostered training, rostered checking activities, Ground Duties and rostered courses) and approved leave periods.
- 56.7 Subject to **clauses 56.8, 56.13 and 56.16**, 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:
- (a) 168 hours or more before the Employee is rostered to commence duty the Company may:
    - (i) change the rostered start time of the duty to be up to four (4) hours earlier; and/or
    - (ii) change the rostered finish time to be up to four (4) hours later;

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- (b) less than 168 hours but 72 hours or more before the Employee is rostered to commence duty the Company may:
    - (i) change the rostered start time of the duty to be up to three (3) hours earlier; and/or
    - (ii) change the rostered finish time to be up to three (3) hours later; and
  - (c) 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:
    - (i) change the rostered start time of the duty to be up to three (3) hours earlier; and/or
    - (ii) change the rostered finish time to be up to three (3) hours later.
- 56.8 Subject to **clauses 54.12** and **54.15**, 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.
- 56.9 If the Company publishes the roster for two (2) consecutive Roster Periods at the same time, each Employee will be allocated eight (8) RDOs in those two (2) consecutive Roster Periods, subject to:
- (a) **clause 56.13**; and
  - (b) if an Employee takes pre-approved leave during those two (2) consecutive Roster Periods, the number of RDOs allocated to the Employee in those Roster Periods may be reduced as follows:

Pre-approved leave days in two consecutive Roster Periods (excluding DILs)	RDOs in two consecutive Roster Periods
1	8
2-5	7
6-8	6
9-12	5
13-15	4
16-19	3
20-22	2
23-26	1
27-28	0

- 56.10 If the Company publishes the roster for one (1) Roster Period, each Employee will be allocated four (4) RDOs in that Roster Period, subject to:
- (a) **clause 56.13**; and
  - (b) if an Employee takes pre-approved leave during that Roster Period, the number of RDOs allocated to the Employee in that Roster Period may be reduced as follows:

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Pre-approved leave days in Roster Period (excluding DILs)	RDOs Roster Period
1	4
2-5	3
6-8	2
9-11	1
12-14	0

- 56.11 Over each two (2) consecutive Roster Periods, each Employee will be allocated a minimum of one (1) weekend of two (2) RDOs. The remaining RDOs will be arranged in a minimum of two (2) consecutive days, subject to:
- (a) two (2) single RDOs may be rostered in two (2) consecutive Roster Periods if necessary due to operational requirements; and
  - (b) the Company may roster more than two (2) single RDOs for an Employee in two (2) consecutive Roster Periods in consultation with the Employee
- 56.12 All RDOs and DILs will be rostered at an Employee's Home Base unless otherwise agreed between the Company and the Employee.
- 56.13 An Employee may only work on an RDO by mutual agreement with the Company. If an Employee agrees to work on an RDO, the Employee will receive a payment of two (2) times their Daily Rate and a DIL. This **clause 56.13** does not apply in the event that an Employee is required to work on the day before the RDO and that work continues into the RDO.
- 56.14 An Employee will be rostered to sign off no later than 21:00 hours on the day preceding an RDO or DIL or group of RDOs or DILs and shall be rostered to sign on no earlier than 05:00 hours on the day after an RDO or DIL or group of RDOs or DILs.
- 56.15 If a duty is rostered in accordance with **clause 56.14** to terminate before 21:00 on the day preceding an RDO and is extended by delays so that it terminates:
- (a) after 21:00 hours but before 23:00 hours – the Employee will receive a DIL;
  - (b) on or after 23:00 – the Employee will receive a payment of one (1) times their Daily Rate and a DIL.
- If this **clause 56.14** applies, **clause 56.13** will not apply.
- 56.16 An Employee may take a DIL at any time agreed with the Company and once a DIL is agreed, it may not be changed unless by further mutual agreement.
- 56.17 If an Employee has accrued more than four (4) DILs, the Company may require the Employee to take one (1) or more DILs at any time, provided:
- (a) the requirement will not result in the Employee's remaining accrued DILs being less than four (4) DILs;
  - (b) the Company gives the Employee at least fourteen (14) days' notice of the requirement and does not require the Employee to take more than twenty (20) DILs within a twelve (12) month period under this **clause 56.17(b)**;



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- (c) the Company gives the Employee at least sixty (60) days' notice of the requirement and does not require the Employee to take more than twenty (20) DILs within a twelve (12) month period under this **clause 56.17(c)**;
  - (d) if the Company requires an Employee to take a single DIL, that DIL will be scheduled on a day immediately before or after an RDO or a day of annual leave; and
  - (e) if the Company requires an Employee to take multiple DILs within a seven (7) day period, those DILs will be scheduled consecutively.
- 56.18 The Company will maintain records of each Employee's accrued and used DILs and DIL balance and will make those records available to the Employee on the Employee's request.
- 56.19 The Company and the Employee may agree to the Employee cashing out one (1) or more DILs. If such agreement is reached, for each DIL cashed out the Company will pay the Employee their Daily Rate and the Employee's DIL balance will be reduced accordingly. On termination of employment, the Company will pay the Employee their Daily Rate for each accrued but unused DIL.

### *Availability*

- 56.20 An Employee who is rostered on a Blank Day must be available to perform any assigned duties on the Blank Day.
- 56.21 If an Employee is required to perform duties on a Blank Day, the Company will notify the Employee of their assigned duties on the Blank Day no less than twelve (12) hours before the start of the assigned duties.
- 56.22 If an Employee is required to perform duties on a Blank Day, the Company will notify the Employee accordingly no later than 17:00 local time on the day before the Blank Day, otherwise the Blank Day will automatically be converted to a DFOD.
- 56.23 An Employee may agree to perform duties on a DFOD, at the Company's request, provided the Employee is adequately rested for the duty.
- 56.24 If an Employee is rostered on Stand-By, the Employee must be contactable and fit and able to perform duties if required by the Company.
- 56.25 If an Employee is contacted and required to perform duties while they are on Stand-By, the Employee must report for duty at the assigned location within two (2) hours of being contacted.
- 56.26 An Employee will not be rostered on Stand-By for more than twelve (12) hours or within twelve (12) hours immediately before or after a rostered tour of duty.

## **57 GENERAL ROSTERING**

- 57.1 This **clause 57** applies to each full time Employee to whom **clauses 54, 55** and **56** do not apply.

### *Hours of Work*

- 57.2 Hours of work, days off and rest periods will be determined in accordance with the following:
- (a) the regulations approved by CASA from time to time;
  - (b) general or employer-specific exemptions to, or concessions under, the regulations approved by CASA from time to time; or
  - (c) a Fatigue Risk Management System that has been developed by the Company after consultation with the affected Employees and/or their representatives and approved by CASA to apply to the Company and affected Employees.
- 57.3 Subject to **clause 57.2**:

## SKYTRADERS (PILOTS) ENTERPRISE AGREEMENT 2024

- (a) an Employee's ordinary hours of work will be thirty eight (38) hours per week, averaged over a six (6) month period;
- (b) an Employee may be required to work reasonable additional hours from time to time; and
- (c) an Employee may be required to work at any time on any day, including night and day operations and Saturdays, Sundays and Public Holidays.

### *Rostering Arrangements*

- 57.4 Each Roster Period will be fourteen (14) days.
- 57.5 Rosters will be published at least seven (7) days before the first day of the relevant Roster Period, and may not be altered unless in accordance with this clause. The Company will use its best endeavours to publish the roster for two (2) Roster Periods at a time.
- 57.6 Each roster will specify each Employee's RDOs, approved DILs, DFODs, Flying Duties with sign on and sign off times, Stand-By, Blank Days, other duties (such as Simulator Duties, rostered training, rostered checking activities, Ground Duties and rostered courses) and approved leave periods.
- 57.7 Subject to **clauses 57.11** and **57.14**, after a roster is published, the Company may change the roster as required due to:
- (a) disruptions to service;
  - (b) rostered checking activities or training;
  - (c) cancellation of a flight;
  - (d) an Employee being unable to complete their rostered duty (for example, because the Employee has insufficient hours to complete a flight or has taken unexpected leave).
- 57.8 Each Employee will be allocated eight (8) RDOs in each two (2) consecutive Roster Periods, subject to:
- (a) **clause 57.11**; and
  - (b) if an Employee takes pre-approved leave during a Roster Period, the number of RDOs allocated to the Employee in that Roster Period may be reduced as follows:

Pre-approved leave days in two consecutive Roster Periods (excluding DILs)	RDOs in two consecutive Roster Periods
1	8
2-5	7
6-8	6
9-12	5
13-15	4
16-19	3
20-22	2
23-26	1
27-28	0

## SKYTRADERS (PILOTS) ENTERPRISE AGREEMENT 2024

- 57.9 Over each two (2) consecutive Roster Periods, each Employee will be allocated a minimum of one (1) weekend of two (2) RDOs. The remaining RDOs will be arranged in a minimum of two (2) consecutive days, subject to:
- (a) two (2) single RDOs may be rostered in two (2) consecutive Roster Periods if necessary due to operational requirements; and
  - (b) the Company may roster more than two (2) single RDOs for an Employee in two (2) consecutive Roster Periods in consultation with the Employee.
- 57.10 All RDOs and DILs will be rostered at an Employee's Home Base unless otherwise agreed between the Company and the Employee.
- 57.11 An Employee may only work on an RDO by mutual agreement with the Company. If an Employee agrees to work on an RDO, the Employee will receive a payment of two (2) times their Daily Rate and a DIL. This **clause 57.11** does not apply in the event that an Employee is required to work on the day before the RDO and that work continues into the RDO.
- 57.12 An Employee will be rostered to sign off no later than 22:00 hours on the day preceding an RDO or DIL or group of RDOs or DILs and shall be rostered to sign on no earlier than 06:00 hours on the day after an RDO or DIL or group of RDOs or DILs.
- 57.13 If a duty is rostered in accordance with **clause 57.12** to terminate before 22:00 on the day preceding an RDO and is extended by delays so that it terminates:
- (a) after 22:00 hours but before 24:00 hours – the Employee will receive a DIL;
  - (b) on or after 24:00 – the Employee will receive a payment of one (1) times their Daily Rate and a DIL.
- If this **clause 57.13** applies, **clause 57.11** will not apply
- 57.14 An Employee may take a DIL at any time agreed with the Company and once a DIL is agreed, it may not be changed unless by further mutual agreement.
- 57.15 If an Employee has accrued more than four (4) DILs, the Company may require the Employee to take one (1) or more DILs at any time, provided:
- (a) the requirement will not result in the Employee's remaining accrued DILs being less than four (4) DILs;
  - (b) the Company gives the Employee at least fourteen (14) days' notice of the requirement and does not require the Employee to take more than twenty (20) DILs within a twelve (12) month period under this **clause 57.15(b)**;
  - (c) the Company gives the Employee at least sixty (60) days' notice of the requirement and does not require the Employee to take more than twenty (20) DILs within a twelve (12) month period under this **clause 57.15(c)**;
  - (d) if the Company requires an Employee to take a single DIL, that DIL will be scheduled on a day immediately before or after an RDO or a day of annual leave; and
  - (e) if the Company requires an Employee to take multiple DILs within a seven (7) day period, those DILs will be scheduled consecutively.
- 57.16 The Company will maintain records of each Employee's accrued and used DILs and DIL balance and will make those records available to the Employee on the Employee's request.

## SKYTRADERS (PILOTS) ENTERPRISE AGREEMENT 2024

- 57.17 The Company and the Employee may agree to the Employee cashing out one (1) or more DILs. If such agreement is reached, for each DIL cashed out the Company will pay the Employee their Daily Rate and the Employee's DIL balance will be reduced accordingly. On termination of employment, the Company will pay the Employee their Daily Rate for each accrued but unused DIL.

### *Availability*

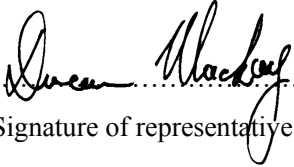
- 57.18 An Employee who is rostered on a Blank Day must be available to perform any assigned duties on the Blank Day.
- 57.19 If an Employee is required to perform duties on a Blank Day, the Company will notify the Employee of their assigned duties on the Blank Day no less than twelve (12) hours before the start of the assigned duties.
- 57.20 If an Employee is required to perform duties on a Blank Day, the Company will notify the Employee accordingly no later than 17:00 local time on the day before the Blank Day, otherwise the Blank Day will automatically be converted to a DFOD.
- 57.21 An Employee may agree to perform duties on a DFOD, at the Company's request, provided the Employee is adequately rested for the duty.
- 57.22 If an Employee is rostered on Stand-By, the Employee must be contactable and fit and able to perform duties if required by the Company.
- 57.23 If an Employee is contacted and required to perform duties while they are on Stand-By, the Employee must report for duty at the assigned location within two (2) hours of being contacted.
- 57.24 An Employee will not be rostered on Stand-By for more than twelve (12) hours or within twelve (12) hours immediately before or after a rostered tour of duty.

SKYTRADERS (PILOTS) ENTERPRISE AGREEMENT 2024

**DATED** this 13<sup>th</sup> day of February 2025

**SIGNED** for and on behalf of

**Skytraders Pty Ltd (ACN 001 851 921)**

  
.....  
Signature of representative

Duncan Mackay  
.....

Name of representative (print)


180 Jersey Road, Paddington, NSW 2021  
.....

Address of representative (print)

Director of Sales & Marketing  
.....

Position

**SIGNED** for and on behalf of **employees**

  
.....  
Signature of representative

Louise Robertson  
.....

Name of representative (print)

20 Plummer Street, New Gisborne, Victoria 3438  
.....

Address of representative (print)

A320 Series Captain/ Training Captain  
.....

Position

## SKYTRADERS (PILOTS) ENTERPRISE AGREEMENT 2024

### SCHEDULE 1 – DICTIONARY

When used in this Agreement the following terms have the following meaning unless the context indicates otherwise:

<i>A320 Series</i>	includes the A319, A320 and A321 aircraft and any other aircraft that becomes part of the A320 series at a future date.
<i>Act</i>	the <i>Fair Work Act 2009</i> (Cth).
<i>Agreement</i>	the <i>Skytraders (Pilots) Enterprise Agreement 2024</i> .
<i>ATO</i>	the Australian Taxation Office.
<i>Award</i>	<i>Air Pilots Award 2020</i> as amended or replaced from time to time.
<i>Base Rate of Pay</i>	the rate of pay payable to an Employee in accordance with <b>clause 15</b> .
<i>Blank Day</i>	a day that an Employee is not rostered for any duties or absence, including RDOs, approved DILs, DFODs, Flying Duties, Stand-By, Simulator Duties, rostered training, rostered checking activities, Ground Duties, rostered courses and approved leave.
<i>Block Hour</i>	the period between the time when an aircraft is pushed back from the gate or starts taxiing from its parking stand for take-off and the time when the aircraft comes to a final stop at a gate or parking stand after landing.
<i>CASA</i>	the Civil Aviation Safety Authority.
<i>Child</i>	has the meaning set out in section 17 of the Act.
<i>Commencement Date</i>	the date this Agreement commences operation.
<i>Company</i>	Skytraders Pty Ltd (ACN 001 851 921).
<i>Confidential Information</i>	all confidential information and materials in any form (that is, whether in documentary, visual, oral, machine readable or any other format) including, but not limited to: <ul style="list-style-type: none"><li>(a) trade secrets;</li><li>(b) confidential know-how;</li><li>(c) client lists of the Company;</li><li>(d) any information which has been disclosed to the Company by clients;</li><li>(e) any information relating to clients or potential clients of the Company;</li></ul>

## SKYTRADERS (PILOTS) ENTERPRISE AGREEMENT 2024

	<p>(f) all information disclosed to the Company subject to confidentiality obligations; and</p> <p>(g) any document that is marked as confidential and/or that a reasonable person in the Employee's position would regard as confidential,</p> <p>of which the Employee becomes aware and/or which is generated (both before and after the Commencement Date) in the course of, or in connection with, the Employee's employment by the Company. Confidential Information does not include information and materials, which are lawfully in the public domain.</p>
<i>Daily Rate</i>	the Employee's Base Rate of Pay divided by two hundred and sixty (260).
<i>DFOD</i>	day free of duty.
<i>DIL</i>	day in lieu.
<i>Employee</i>	an employee of the Company to whom this Agreement applies, as described in <b>clause 2.1(b)</b> .
<i>Flying Duties</i>	duties undertaken by an Employee who is a member of an operating crew on a flight, including safety, instructor, supervisory and audit duties.
<i>Ground Duties</i>	all rostered duties that are not Flying Duties, Simulator Duties or Positioning Duties and does not include work-related social events.
<i>Home Base</i>	the primary location for the Employee's Primary Classification or other location notified by the Company to the Employee.
<i>Immediate Family</i>	<p>of an Employee is:</p> <p>(a) a Spouse, Child, parent, grandparent, grandchild or sibling of the Employee;</p> <p>(b) a Child, parent, grandparent, grandchild or sibling of the Employee's Spouse.</p>
<i>Incentive Period</i>	1 January – 30 June and 1 July – 31 December in each calendar year.
<i>Instructor Role</i>	Line Training Pilot, Line Check Pilot, Simulator Check Pilot or Simulator Line Pilot.
<i>National Employment Standards</i>	has the meaning set out in section 61 of the Act.
<i>Overnight</i>	after midnight at the Employee's Home Base.
<i>Positioning Duty</i>	an Employee being transported, as a passenger, to a location, by any mode of transportation, as required by the Company, but does not include:

## SKYTRADERS (PILOTS) ENTERPRISE AGREEMENT 2024

	<ul style="list-style-type: none"><li>(a) an Employee being transported to or from accommodation before or after Flying Duties; or</li><li>(b) an Employee being transported to or from the Employee's place of residence to the location of a Flying Duty or Positioning Duty.</li></ul>
<i>Primary Classification</i>	the classification notified by the Company to the Employee in accordance with <b>clause 11.2</b> .
<i>Public Holiday</i>	has the meaning set out in section 115 of the Act.
<i>Relevant Date</i>	the date the Employee completes the type rating training.
<i>Relevant Employee</i>	an employee who may be affected by a change referred to in <b>clause 9.1</b> .
<i>RDO</i>	rostered day off.
<i>Roster Period</i>	the roster period specified in <b>clause 54.4</b> (for A320 Series operations), <b>clause 55.4</b> (for VH-PVE operations), <b>clause 56.4</b> (for Australian Defence Force Parachuting School operations) or <b>clause 57.4</b> (for all other operations), as applicable.
<i>Simulator Duties</i>	a duty that involves a simulator session, either as an instructor, student, or support pilot, including training, checking and currency sessions.
<i>Spouse</i>	a spouse or de facto partner of an Employee and includes former spouses and de facto partners.
<i>Stand-By</i>	a period of time during which the Company may require an Employee to perform duties.
<i>URTI</i>	upper respiratory tract infection.



**SCHEDULE 2 – BASE ANNUAL RATES OF PAY**

<b>CLASSIFICATION</b>	<b>BASE ANNUAL RATE OF PAY</b>
A320 Series Captain	\$255,000
A320 Series First Officer	\$170,000
B350 Pilot	\$160,000
C212 Captain	\$138,000
C212 First Officer	\$109,000

IN THE FAIR WORK COMMISSION

Matter No: AG2025/355

Applicant: Skytraders Pty Ltd (ACN 001 851 921)

Section 185 – Application for approval of a single enterprise agreement


## Undertaking – Section 190

I, Duncan Mackay, Director of Sales and Marketing, have the authority given to me by Skytraders Pty Ltd (**Skytraders**) to give the following undertaking with respect to the *Skytraders (Pilots) Enterprise Agreement 2024 (the Agreement)*:

1. Section 5.2 of the Agreement will be read as follows:

*The nominal expiry date of this Agreement is the date that is four years after the date on which the Fair Work Commission approves the Agreement.*

This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

  
Signature

27/2/25  
Date