

**NEW ZEALAND AIRCRAFT COMPANIES' ENGINEERS, ASSISTANTS, AND ATTENDANTS.—AGREEMENT UNDER THE LABOUR DISPUTES INVESTIGATION ACT, 1913**

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the agreement made on the 21st day of September, 1944, between the Guild of Aeronautical Engineers of New Zealand, Incorporated, and Union Airways of New Zealand and others.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no agreement made in pursuance of the Labour Disputes Investigation Act, 1913, shall come into force until it is filed under section 8 of the said Act: And whereas it is further provided that no such agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the agreement made on the 21st day of September, 1944, between the Guild of Aeronautical Engineers of New Zealand, Incorporated, of the one part, and Union Airways of New Zealand and others, of the other part: Now, therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said agreement solely for the purposes of the said regulations.

Dated this 25th day of September, 1944.

[L.S.]

A. TYNDALL, Judge.

NEW ZEALAND AIRCRAFT COMPANIES' ENGINEERS, ASSISTANTS,  
AND ATTENDANTS.—AGREEMENT UNDER LABOUR DISPUTES  
INVESTIGATION ACT, 1913

THIS agreement, made in pursuance of the Labour Disputes Investigation Act, 1913, this 21st day of September, 1944, between the Guild of Aeronautical Engineers of New Zealand, Incorporated (hereinafter called "the guild"), of the one part, and Union Airways of New Zealand, Ltd., Wellington, and others (hereinafter called "the employers"), of the other part, witnesseth that it is hereby mutually agreed by and between the said parties that the following rates of wages and conditions of employment shall apply.

SCHEDULE

*Interpretation*

1. For the purposes of this agreement the following words shall have special meanings and interpretations given to them as follows:—

"Probationers" are youths temporarily employed for a period not exceeding six months, which shall be counted as part of their future service, in or about

hangars or aeronautical workshops, on trial, for the purpose of ascertaining whether they have aptitude for aeronautical engineering and are genuinely desirous of becoming engineers' assistants, with a view to qualifying ultimately as aeronautical engineers:

- "Engineers' assistants" are youths engaged in learning the trade of aeronautical engineering, or any branch thereof, under the supervision of a qualified engineer, with a view to becoming licensed ground engineers:
- "Assistants" are adult engineers' assistants who have not obtained any ground engineers' licenses nor served a full five years as engineers' assistants:
- "Junior engineers" are adult persons who have obtained their "A" and/or "C" and/or "X" licenses:
- "Engineers" are persons who are holders of "A" or "C" with "AE" or "B" or "CE" or "D" licenses:
- "Senior engineers" are persons holding "A", "C", "AE", and "CE" (or "B" and "D") licenses:
- "Specialized journeymen" are adult journeymen performing specialized work such as turning, fitting, welding, panel-beating, woodworking, drafting or stock controlling who are not holders of any ground engineers' licenses, but who have served five years' apprenticeship at a particular trade, and junior engineers, engineers, and senior engineers employed in a capacity not requiring the use of ground engineers' licenses:
- "Junior aerodrome attendants" are aerodrome attendants under the age of twenty-one:
- "Aerodrome attendants" are persons engaged in or about hangars and/or aerodromes and/or seadromes whose duties are confined to cleaning, moving, fuelling, swinging, and otherwise handling or tending aircraft or parts on aerodromes, seadromes, or in hangars; handling and stowing luggage, freight, and mails; assisting passengers; keeping the aerodrome, seadrome, and/or hangar in which they are employed and the appurtenances thereof in a clean and tidy condition; labouring work in connection with handling spares and stores; guarding buildings and/or equipment; attending to marine stores; operating tenders or launches or motor-vehicles; and in other general duties of a similar nature in and about hangars, aerodromes, and/or seadromes, but without any engineering responsibilities.

*Working-hours*

2. Except as otherwise herein provided, forty-four hours shall constitute an ordinary week's work, to be worked between the hours of 7 a.m. and 7 p.m., Mondays to Fridays, and/or between 7 a.m. and noon on Saturdays: Provided that, except for the employers' right to work shifts when required, the period worked on any one day of the week shall be worked on each other working-day in that week by the same employee unless otherwise agreed between the employer and the employee.

*Shift-work*

3. Shifts may be worked as required by the employers, provided such shifts are of eight hours continuous duration with the necessary break for meals. Extra payment for shift-work shall be made up as follows:—

- (a) Shifts in which any of the hours worked fall outside the daily hours of work provided in clause 2 hereof and within the hours from 6 a.m. to 10 p.m., 10 per cent. on the daily rate:
- (b) Shifts in which any of the hours worked fall outside the hours specified in (a) above, 20 per cent. on daily rate.

*Wages*

4. The minimum rate of wages to be paid to and received by members of the guild according to their qualifications which are availed of shall be as follows:—

*Probationers:* 20s. per week for a period not exceeding six months.

*Engineers' Assistants:* The minimum weekly rates of wages payable to such youths shall be in accordance with the following scale:—

Age commencing	First Six Months.	Second Six Months.	Third Six Months.	Fourth Six Months.	Fifth Six Months.	Sixth Six Months.	Seventh Six Months.	Eighth Six Months.	Ninth Six Months.	Tenth Six Months.
Under 16	22/-	28/8	35/1	41/5	47/8	54/-	60/4	66/7	72/11	79/2
16 to 17	25/5	31/11	38/3	44/6	50/10	57/2	62/5	68/8	75/-	79/2
17 to 18	31/11	38/3	44/6	51/11	59/3	66/7	72/11	79/2	..	..
18 to 19	38/3	45/7	52/11	61/4	70/10	79/2	..	..	..	..
19 to 20	44/6	55/-	65/6	79/2	..	..	..	..	..	..
20 to 21	59/-	79/2	..	..	..	..	..	..	..	..

After attaining the age of twenty-one years, engineers' assistants shall be paid at the rates prescribed for assistants, but on their obtaining their "A" and/or "C" and/or "X" licenses they shall be paid at the rates prescribed for junior engineers.

*Assistants:* The minimum rate of wages shall be £6 1s. per week until such time as they obtain operative "A" or "C" licenses, when they shall be paid at the rates prescribed for junior engineers.

*Junior Engineers:* The minimum rate of wages shall be £7 per week, increased in the cases of junior engineers holding and operating under "A" and "C" or "X" licenses by 10s. per week at the end of each year for two years; or on obtaining "AE" or "CE" licenses, £8 per week. Junior engineers employed solely under operative "X" licenses shall be entitled to further increments of 10s. per week per year until they receive £8 10s. per week.

*Engineers:* The minimum rate of wages shall be £8 per week, increased by 10s. per week at the end of the first year, increments thereafter to be arranged with employers in individual cases.

*Senior Engineers:* Senior engineers shall be paid at such rates as shall be arranged with employers in individual cases, with a minimum rate of £8 10s. per week.

*Specialized Journeymen:* The minimum rate of wages shall be £6 12s. per week.

*Junior Aerodrome Attendants:* The minimum weekly rates of wages shall be the same as those prescribed for engineers' assistants, but after they reach the age of twenty-one they shall be paid at the rates prescribed for aerodrome attendants.

*Aerodrome Attendants:* The minimum rate of wages shall be £5 10s. per week.

Provided always that—

- (a) In cases where any engineer of any grade, other than an engineer holding an "X" license only, holds or obtains an "X" license of any category and operates under or uses that license in the ordinary course of his duty, he shall be entitled to receive an additional sum of £1 per week in addition to the rates above prescribed, and in cases where any engineer of any grade holds and operates under a welding approval in the ordinary course of his duty he shall be entitled to receive a sum of five shillings (5s.) per week in addition to the rates of pay above prescribed.
- (b) Nothing in the foregoing scale of payments shall be deemed to entitle any employee to be paid at a higher rate than that applicable to the capacity in which he is for the time being actually employed merely by reason of the number or grade of licenses held by him.

- (c) Where an employee is the holder of and is required to do work under licenses held by him which is not part of his ordinary work in the capacity in which he is normally employed, he shall be entitled to payment for the time during which he is engaged on work covered by such licenses at the rate applicable to an employee required to have and use such licenses, such rate of payment to apply for not less than eight hours on each day on which he works under such licenses.
- (d) For the purpose of ascertaining the seniority of and the rate of wages payable to any person affected by this agreement, time already served by him in the particular capacity in which he is employed at the date of this agreement or in any other capacity in relation to aeronautical engineering prior to the date of this agreement shall be taken into account.
- (e) Employees who on the coming into force of this agreement are receiving wages at a higher rate than is prescribed herein for the work on which they are engaged shall not have their wages reduced because of anything contained in this clause of the agreement.
- (f) Annual salaries shall be subject to overtime and annual increments in accordance with the rates to which the persons affected would be entitled if they were in receipt of weekly wages in accordance with the foregoing scale, but nothing in this agreement governing hours of work or rates of pay shall apply to persons in receipt of a salary of £470 per annum or more than that sum.
- (g) All employees shall, for the purposes of this agreement, be deemed to be employed on a weekly basis, but where it is necessary for any purpose to ascertain the rate per hour which any employee is entitled to receive, this shall be calculated by dividing the weekly rate by forty-four.

*Past Cost-of-living Bonuses included*

5. It is hereby declared that the rates of wages hereinbefore prescribed include all cost-of-living bonuses heretofore granted to employees by general order or otherwise and are the full minimum rates payable under this agreement while it remains in force, subject, however, to the provisions of clause 19 relating to any cost-of-living bonuses which may hereafter be granted.

*Overtime*

6. All work done in any one day in excess of the hours mentioned in clause 2 hereof (except as is specially provided for shift-work by clause 3 hereof) shall count as overtime and shall (subject to the provisions of clause 11 hereof) be paid for at the rate of time and a half on ordinary rates for the first four hours outside such hours and at double ordinary rates thereafter, or, by mutual arrangement, the employee shall receive equivalent time off: Provided that the amount payable under this clause shall not in any case exceed the sum of 7s. per hour.

*Travelling-time*

7. Any employee who is called back after reaching his home shall be paid for time travelling to his home, computed at three miles per hour, at ordinary rates of pay, unless the time worked in excess of his normal working-hours is four hours, in which case no travelling-time shall be paid. The minimum amount payable under this clause shall be 1s. and the maximum one hour's pay at ordinary rates.

*Lost Time*

8. Any employee who arrives between three to fifteen minutes after the commencement of working-hours shall not commence work until fifteen minutes after the said commencement of working-hours and shall not be paid for the said fifteen minutes lost. Any employee arriving between fifteen to thirty minutes late shall not start work until thirty minutes after the commencement of working-hours and shall not be paid for the said thirty minutes lost. Any employee arriving more than thirty minutes late without providing an adequate explanation to his employer shall, if the employer so desired, be not called to work nor be paid for the whole of the remainder of the shift.

*Interval for Meals*

9. No employee shall be required to work continuously for more than four and a half hours without an interval for a meal except in the case of emergency.

*Meal-money*

10. Employees other than shift-workers shall be entitled to receive and be paid meal-money at the rate of 1s. 9d. per meal when called upon to work overtime after 6 p.m. or after 12 noon on Saturday if such employees cannot reasonably get home to their meals in one hour: Provided that meal-money shall not be payable in cases where the employer provides meals acceptable to employees in lieu of tea-money.

### *General Holidays*

11. (a) The following shall be recognized holidays: New Year's Day, Good Friday, Christmas Day, Boxing Day, Anzac Day, Labour Day, Anniversary Day, Easter Monday, and the King's Birthday.

(b) If any of the prescribed holidays is not generally observed in any locality, an employer may substitute any other day generally observed in that locality as a holiday.

(c) For work done on any of the above holidays and on Saturday afternoons and Sundays, double ordinary rates shall be paid: Provided, however, that for ordinary routine inspections or maintenance of machines engaged in regular scheduled air services or of machines intended to be used for routine or normal purposes, as distinct from special or unusual purposes, on the above-mentioned holidays or on Saturday afternoons or Sundays, only time and a half rates shall be paid or the equivalent allowed in time off: Provided, further, that an employee shall not be compelled to work under the foregoing proviso on two consecutive Saturday afternoons or Sundays. For the purposes of this clause annual airframe overhauls and major engine overhauls are expressly excluded, and work done on such overhauls on Saturday afternoons or Sundays shall be paid for at double ordinary rates of pay.

(d) There shall be no deduction from the weekly wage of employees of whatever category in respect of any of the holidays mentioned in this agreement.

### *Accidents*

12. A St. John Ambulance or similar first-aid kit shall be kept, fully maintained, in a convenient and accessible place in every workshop or aerodrome, and there shall also be convenience for a supply of hot water at short notice.

### *Lockers, &c.*

13. Suitable lockers or other accommodation adequate for the purpose shall be provided for the safe keeping of clothing and personal effects of employees, also reasonable washing facilities with hot water and a sufficient supply of boiling water at meal-time.

### *Special Provisions*

14. (a) The proportion of engineers' assistants employed shall not exceed one engineers' assistant to each junior engineer or two engineers' assistants to each engineer or senior engineer; the proportion of specialized journeymen assistants



employed shall not exceed two specialized journeymen assistants to each specialized journeyman; the proportion of junior aerodrome attendants employed shall not exceed two junior aerodrome attendants to each aerodrome attendant.

(b) Employees under eighteen years of age shall not be compelled to work overtime more than six hours in any one week or thirty hours in any one quarter. Employees over eighteen years of age shall not be compelled to work overtime more than ten hours in any one week or forty hours in any one quarter.

(c) Should any employer wish for any reason to dispense with the services of any engineer's assistant or specialized journeyman's assistant, the employer shall give such assistant a certificate showing the time actually served by the assistant and stating the nature of the work on which the assistant has been employed. Such certificate shall entitle the assistant to payment by a future employer at the wage herein provided for assistants according to the time actually served by the assistant.

(d) Any employer who engages an engineer's assistant shall be deemed to have undertaken the duty of giving such youth the opportunity of engaging in work in all branches of aeronautical engineering as carried on by the employer and instructing him in such work, which duty shall be enforceable under this agreement.

(e) All time lost by any employee through his own fault or sickness in any year of his employment shall be made up before such employee shall be considered as having entered upon the next succeeding year of his employment, and the total period of his employment shall be extended by a period equivalent to such lost time; but any employee working overtime shall be entitled to have such time added to his ordinary time for the purpose of making up time so lost.

(f) An employer shall not be bound to pay any employee for time lost through sickness or through the default of the employee, or by his voluntary absence from work with the consent of the employer.

#### *Annual Leave*

15. Annual leave shall be allowed in accordance with the Annual Holidays Act, 1944.

#### *Preference to Members of the Guild*

16. Members of the guild shall at all times have preference of employment as against workers who are not members of the guild. Every worker employed, except in the case of

probationers, shall, within three months after the commencement of his employment by any employer, become a member of the guild and remain a member as long as he is employed by any employer who is a party to and comes within the scope of this agreement, and it shall be a breach of this agreement to employ or to continue to employ in any position or employment subject to this agreement any person who is not for the time being a member of the guild: Provided, however, that any person who is not a member of the guild may be continued in any position of employment by an employer bound by this agreement during the time while there is no member of the guild available and qualified to perform the particular work required to be done and who is ready and willing to undertake it: Provided, further, that this clause shall not apply to probationers, who shall not be required to become financial members of the guild until the expiration of their probationary period.

#### *Disputes Committee*

17. The essence of this agreement being that the work of the employers shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this agreement as to any matter whatever arising out of or connected therewith, every such dispute or difference as the same shall arise (if not settled by mutual arrangement between the particular employer and employee concerned) shall be referred for settlement to a committee consisting of two persons nominated and appointed by the employers and two by the guild, who may, in the event of their failing to agree, appoint an arbitrator. The finding or award of such committee or arbitrator shall be final and binding on the parties hereto.

#### *Under-rate Workers*

18. Any person who considers himself incapable of earning the minimum wage fixed by this agreement may be paid such lower wage as may be determined by agreement between him and his employer, provided he is not employed as an engineer, engineer's assistant, specialized journeyman, or specialized journeyman's assistant, and provided, further, that the employment of an under-rate worker shall be approved by the guild and that such under-rate worker shall be employed pursuant only to an under-rate worker's permit issued by the Registrar of the guild.

*Cost-of-living Bonus*

19. The rates of wages prescribed by this agreement shall be subject to variation in accordance with any general order of the Court of Arbitration made under the Rates of Wages Emergency Regulations 1940, or any amendment thereof, or any Act passed or regulations made in substitution therefor, increasing or decreasing the rates of wages payable under awards and industrial agreements for the time being in force in New Zealand.

*Guild deemed Agent for all Members*

20. The guild is a party to these presents as the representative of its individual members, who shall be deemed to be bound jointly and severally by these presents in the same manner as if they were individually parties hereto and had executed this agreement, and the guild undertakes and agrees to take all measures open to it to enforce compliance with the terms of this agreement by its members.

*Provision for adding Parties hereto*

21. In the event of any person, firm, or company now or hereafter carrying on the business of aeronautical engineering or any branch thereof who shall not be a party to these presents being desirous of becoming a party to this agreement, and the guild agreeing to such person, firm, or company being made a party to these presents, such person, firm, or company shall execute an agreement to be bound by the provisions hereof which shall be executed by the guild and filed with the Clerk of Awards in the same manner as these presents are executed and filed, and such person, firm, or company shall thereupon be deemed to be a party to and shall be bound by these presents in all respects as if he, they, or it had been an original party to and had executed this agreement.

*Term of Agreement*

22. This agreement shall come into force on the day of the date hereof, and shall continue in force for a period of six calendar months from that date unless or until it is superseded within the said period of six calendar months by a new agreement made between the parties hereto.

In witness whereof the parties hereto have hereunto set their hands and/or affixed their seals the day and year first before written.

The common seal of the Guild of Aeronautical Engineers of New Zealand, Incorporated, was hereto affixed by and in the presence of—

[L.S.]

ERIC R. McDONALD, Master.  
G. M. SPENCE, Registrar.

The common seal of Union Airways of New Zealand, Ltd., was hereto affixed by and in the presence of—

[L.S.]

J. N. GREENLAND } Directors.  
C. G. WHITE }  
C. T. JARVIS, Secretary.

The common seal of Cook Strait Airways, Ltd., was hereto affixed by and in the presence of—

[L.S.]

E. H. THOMSON, Director.  
R. THOMSON, Secretary.

For and on behalf of Air Travel (N.Z.), Ltd.—

G. H. CHAPMAN, Chairman of Directors.

The common seal of Tasman Empire Airways, Ltd., was hereto affixed by and in the presence of—

[L.S.]

J. N. GREENLAND } Directors.  
C. G. WHITE }  
F. PARKER, Acting-Secretary.

NOTE.—This agreement, made under the Labour Disputes Investigation Act, 1913, was filed with the Clerk of Awards at Wellington, pursuant to section 8 (1) of the said Act, on the 26th day of September, 1944.

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