

NATIONAL AIRWAYS CORPORATION CLERICAL AND OTHER OFFICERS.—AGREEMENT UNDER 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 8th day of July, 1948, between the N.A.C. Officers' Guild, Incorporated, and the New Zealand National Airways Corporation.

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 provided, further, 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 8th day of July, 1948, between the N.A.C. Officers' Guild, Incorporated, of the one part, and the National Airways Corporation, 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 for the purposes

of the said regulations, subject to the condition that any subsidiary agreements reached between the parties pursuant to clauses 7 and 9 shall be submitted to the Court for approval.

Dated this 15th day of September, 1948.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

It is not to be presumed that approval of the agreement for the purposes of the Economic Stabilization Emergency Regulations necessarily carries with it an endorsement by the Court of the validity of the document.

A. TYNDALL, Judge.

NATIONAL AIRWAYS CORPORATION CLERICAL AND OTHER OFFICERS.—AGREEMENT UNDER THE LABOUR DISPUTES INVESTIGATION ACT, 1913

THIS agreement is made in pursuance of the Labour Disputes Investigation Act, 1913, this 8th day of July, 1948, between the N.A.C. Officers' Guild Incorporated, hereinafter called "the guild" as employees of the one part and New Zealand National Airways Corporation, hereinafter called "the Corporation" as employers of the other part, whereby it is mutually agreed by and between the parties hereto as follows:—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding on the parties and they shall be deemed to be and are hereby declared to be and to form part of this agreement.

2. The parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and conditions, but shall in all respects abide by and perform the same.

SCHEDULE

Scope

1. The guild consists of and this agreement shall accordingly be binding on all members of the permanent office staff of the Corporation who are employed in New Zealand and who are engaged on clerical, traffic, and administrative duties operational or otherwise.

Term

2. This agreement came into force on the 1st day of October, 1947, and shall continue in force until the 1st day of October, 1949, but shall at all times be subject by mutual consent of the parties to review in accordance with any change of conditions or in accordance with any general order promulgated by the Court of Arbitration.

Hours of Work

3. The working hours shall normally be between the hours of 8.30 a.m. and 5 p.m. from Mondays to Fridays inclusive and from 8.30 a.m. to 12.30 p.m. on Saturdays, the principle of a five-day working week to be conscientiously observed wherever possible subject at all times to the obligations of the Corporation to the travelling public which may from time to time necessitate variation of these hours.

Rates of Pay

4. (i) *Males*.—The salary for males will be as follows :—

First year	..	..	..	£150	per annum.
Second year	..	..	..	£175	per annum.
Third year	..	..	..	£205	per annum.
Fourth year	..	..	..	£235	per annum.
Fifth year	..	..	..	£265	per annum.
Sixth year	..	..	..	£295	per annum.
Seventh year	..	..	..	£325	per annum.
Eighth year	..	..	..	£350	per annum.
Ninth year	..	..	..	£375	per annum.
Tenth year	..	..	..	£400	per annum.
Eleventh year	..	..	..	£425	per annum.
Twelfth year	..	..	..	£460	per annum.
Thirteenth year	..	..	..	£485	per annum.

On appointment and subject to the precedent consent of the Stabilization Commission in respect of each such appointment as and when it is made—

£510	per annum.
£535	per annum.
£560	per annum.
£585	per annum.
£610	per annum.
£635	per annum.

All office experience subsequent to an employee's sixteenth birthday shall count as length of service.

Males who have passed the School Certificate Examination shall commence at the second year rate and in like manner those who have passed the University Entrance Examination shall commence at the third year rate.

Employees passing either School Certificate or University Entrance Examination within twelve (12) months of commencing service shall be entitled to receive as from the date of such passing salary at the rate applicable for the second or the third year as the case may be.

(ii) *Females*.—The salary for females will be as follows, all office experience to count as length of service :—

	1st year .. £150 per annum	} Females who have passed the Junior Examination or School Certificate Examination shall commence at the second year rate and in like manner those who have passed the Senior Examination or University Entrance Examination shall commence at the third year rate.
	2nd year .. £175 per annum	
	3rd year .. £205 per annum	
	4th year .. £235 per annum	
	5th year .. £265 per annum	
Initial maximum	6th year .. £300 per annum	

Senior girls with senior examination or if warranted by virtue of responsibility qualifications and ability proceed to this salary with a maximum at any point £325 per annum.

Subject to the precedent consent of the Stabilization Commission in respect of each such appointment

	£350 per annum.
	£375 per annum.
	£400 per annum.
	£425 per annum.

Girls passing either Junior or School Certificate Examination or Senior or University Entrance Examination within twelve (12) months of commencing service shall be entitled to receive as from the date of such passing salary at the rate applicable for such qualification.

(iii) Staff who are required to live away from home shall receive a salary of not less than £205 per annum.

(iv) Up to and including £485 per annum in the case of males and up to and including £300 per annum in the case of females promotion shall be automatic but thereafter it shall depend on being appointed to a position of responsibility commensurate with seniority qualifications and ability.

(v) Salaries will be paid fortnightly commencing from a date to be mutually arranged between the parties hereto as soon as possible after the execution of this agreement.

(vi) Any officer who qualifies in Law or Accountancy Professional Examinations or any other examination which in the opinion of the General Manager is their equivalent may be granted a double increment when his next salary increase becomes due provided that his conduct has been satisfactory and that he has been favourably reported on but any officer receiving a double increment as above shall not thereafter be eligible for a further double increment for qualifying in any subsequent examination.

Overtime and Penal Time

5. (i) Staff will not be eligible for payment of overtime unless overtime worked has been authorized by a controlling officer.

(ii) *Overtime*.—For work which is exclusive of work performed on Sundays and the holidays and occasions more particularly set out in clause 8 (iii) hereof and which is in excess of forty (40) hours a week or eight (8) hours a day payment to staff for overtime worked shall be at the rate of one and one-half times the normal hourly rate of payment with a minimum of two shillings and threepence (2s. 3d.) an hour and a maximum rate of ten shillings (10s.) an hour but for work performed on Sundays or on such days and occasions as set out in clause 8 (iii) hereof such overtime payment shall be double the normal hourly rate of payment with a minimum of three shillings (3s.) an hour and a maximum rate of ten shillings (10s.) an hour.

(iii) *Penal Time*.—For work performed on Saturday afternoons Sundays and the holidays and occasions set out in clause 8 (iii) hereof penal time at the rates set out in the following schedule shall be paid : Provided that penal time and overtime are not both payable in respect of the same time worked but that the higher rate only shall be paid.

Saturday afternoons—at a rate equal to half the normal hourly rate.

Sundays—at a rate equal to the normal hourly rate.

Holidays as set out in clause 8 (iii) hereof—at a rate equal to twice the normal hourly rate.

Notwithstanding anything to the contrary expressed in this agreement any employee who is required to work on the day following Boxing Day or the day following New Year's Day shall be granted a normal working day off in lieu thereof or shall be paid penal time at a rate equal to his normal hourly rate.

Meal Allowances

6. Except where a meal is provided by the Corporation two shillings and sixpence (2s. 6d.) meal money shall be paid to any employee who is required to work before 8 a.m. or after 11 p.m. on any day and any employee working on a Sunday or holiday as defined in this agreement who requires a meal shall be paid two shillings and sixpence (2s. 6d.) meal money but any employee working on duties normally involving a start between 7 a.m. and 8 a.m. shall not receive meal money for such start. In addition to the above cases an employee shall be paid two shillings and sixpence (2s. 6d.) meal money where he is required to work for two hours or more after his normal working hours.

Travelling Allowances

7. Travelling allowances shall be granted as mutually determined from time to time between the Corporation and the guild.

Annual Leave and Holidays

8. (i) The Corporation will allow to all employees annual leave in accordance with the Annual Holidays Act, 1944, but after ten years of service an employee shall be entitled to twenty-one (21) consecutive days leave on full salary exclusive of overtime. For the purpose of computing length of service in this clause as in the salary scale all office experience subsequent to the employee's sixteenth birthday is to count as service with the Corporation. Subject to the provisions of the Annual Holidays Act, 1944, if mutually agreed between the officer concerned and the Corporation leave may be allowed to accumulate for a period not exceeding two years and then be given and taken in one period.

(ii) Leave shall be continuous wherever possible.

(iii) The following days or any days specifically authorized by the Governor-General in Council instead thereof shall be observed as holidays: Christmas Day, Boxing Day and the day following, New Year's Day and the day following, the Anniversary Day of the province, Good Friday, Easter Monday, Anzac Day, King's Birthday and Labour Day: Provided that for the purpose of computing overtime and penal time in accordance with clause 5 (ii) above the day following Boxing Day and the day following New Year's Day shall be deemed not to be a holiday.

Sick Leave

9. Pay during sick leave of absence may be granted in accordance with such scales as may from time to time be mutually agreed between the Corporation and the guild.

Superannuation

10. In accordance with arrangements made between the Corporation and the National Provident Fund Board every permanent male and female employee may contribute to the superannuation scheme of the Corporation subject to the conditions and provisions included in the National Provident Fund Board "1947 Standard Scheme" and the Corporation shall contribute from its funds an amount equal to that deducted from the salary of each employee.

Vacancies in the Corporation

11. Vacancies occurring from time to time in the permanent clerical traffic and administrative (operational and otherwise) staffs of the Corporation shall be advertised within the Corporation so that such vacancies may be filled from staff within the Corporation wherever possible.

Staff Welfare Committee

12. (i) On the signing of this agreement a Staff Welfare Committee of four members shall be appointed two members representing the Corporation being appointed by the General Manager and two representing the guild being appointed from and by the guild committee such Staff Welfare Committee to appoint its own chairman who shall have both a deliberative and casting vote.

(ii) The duties of this Committee shall be to maintain harmony and efficiency in the staff to examine any matter drawn to its attention by individual members of the guild by the guild committee or by the Corporation and in particular the question of promotions and appointments to senior positions up to the approved scale maximums in clause 4 hereof and where considered necessary to forward recommendations to the Corporation for favourable consideration. Where the recommendations of the Staff Welfare Committee are not accepted by the Corporation or by the guild the matter may be referred to a committee set up in accordance with subclause (iii) of this clause.

(iii) Where the parties to this agreement have failed to reach a satisfactory settlement upon any matter arising out of or in connection with this agreement through the Staff Welfare Committee constituted above the matter shall be referred to a committee consisting of a representative of the Corporation and a representative of the Guild and the Wellington Conciliation Commissioner who shall be the chairman of the Committee. The committee may either decide the matter or refer it to the Court of Arbitration. Either party if dissatisfied with the decision of the committee may appeal to the Court upon giving written notice of such appeal to the other party within fourteen (14) days after such decision shall have been communicated to the party desiring to appeal.

In witness whereof this agreement has been executed the day and year first above written.

The seal of N.A.C. Officers' Guild Incorporated was hereunto affixed pursuant to a resolution of the Committee—

[L.S.]

K. J. CRICHTON, President.
M. G. TURNER, Vice-President.
LESLIE L. FORD, Secretary.

The common seal of New Zealand National Airways Corporation was hereunto affixed in the presence of—

J. S. HUNTER, Director.
F. W. MOTHES, Director.

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 16th day of September, 1948.