

TASMAN EMPIRE AIRWAYS, LTD., AND NEW ZEALAND
NATIONAL AIRWAYS CORPORATION **STEWARDS AND
STEWARDESSES.**—INDUSTRIAL AGREEMENT

In the Court of Arbitration of New Zealand.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement made on the 9th day of March, 1948, between the Federated Cooks and Stewards of New Zealand Industrial Association of Workers and Tasman Empire Airways, Ltd., and New Zealand National Airways Corporation.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided, further, that no such industrial 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 industrial agreement made on the 9th day of March, 1948, between the Federated Cooks and Stewards of New Zealand Industrial Association of Workers, of the one part, and Tasman Empire Airways, Ltd., and New Zealand 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 industrial agreement for the purposes of the said regulations.

Dated this 24th day of May, 1948.

[L.S.]

A. TYNDALL, Judge.

TASMAN EMPIRE AIRWAYS, LTD., AND NEW ZEALAND NATIONAL
AIRWAYS CORPORATION STEWARDS AND STEWARDESSES.—
INDUSTRIAL AGREEMENT

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 9th day of March, 1948, between the Federated Cooks and Stewards of New Zealand Industrial Association of Workers (hereinafter referred to as "the union") of the one part, and Tasman Empire Airways Ltd., and New Zealand National Airways Corporation (hereinafter referred to as "the employer"), of the other part, whereby it is mutually agreed by the said parties hereto as follows, that is to say:—

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

2. The said parties shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions, and shall in all respects abide by and perform the same.

SCHEDULE

1. *Hours of Work*

(a) The hours of work shall as far as possible be limited to not more than 116 hours per month and shall not exceed 350 hours in every three months.

(b) Flying time shall not exceed (unless under exceptional circumstances) more than 80 hours per month and shall not exceed more than 240 hours in every three months with a maximum of 900 hours in twelve months.

(c) All hours of work in addition to the above hours shall be paid for as overtime at the rate of time and a half for the first four hours and double time thereafter provided that all flying hours in excess of 240 hours every three months shall be paid for at double time rates.

For all holidays and leave hours of work shall be reduced at the rate of 116 hours per month.

(d) At the expiration of each three monthly period each member shall be paid all overtime payments due.

(e) Each steward or stewardess shall be free from duty for not less than ten days in every four weeks. Such days shall not be given in lesser periods than twenty-four consecutive hours from midnight to midnight.

2. Wages

	Per Annum.		
	Basic.	Trans-Oceanic.	Total.
TRANS-OCEANIC			
	£	£	£
Flight steward, when flying duties commence, and during 3 months' probation period	325	125	450
Flight steward after 3 months' service	442	125	567
Senior flight steward	468	125	593
Flight stewardess during training period on shore ..	273	..	273
When flying duties commence and during 3 months' probation period	286	125	411
After 3 months' flying service	312	125	437
Senior flight stewardess	338	125	463
INTERNAL SERVICES			
	£	£	£
Flight steward	442	..	442
Senior flight steward	468	..	468

An annual increment of £10 per annum will be paid over a period of 5 years making a total of £50.

Wages shall be payable weekly.

Any steward or stewardess who is engaged on a flight which necessitates an absence from New Zealand of more than twenty-four hours shall receive an allowance of 5s. for each twenty-four hours or part thereof during which they are absent.

3. Base Duties

(a) Stewards engaged for base duties only shall be paid £7 10s. per week.

(b) The hours of work shall not exceed (without payment for overtime) 40 hours per week.

(c) The hours of work shall not exceed eight per day and shall be worked between 6 a.m. and 6 p.m. providing that the eight hours shall be continuous from the time the worker commences work and that two periods of not less than half an hour each shall be allowed for meals.

Shift duties if required may be worked subject to negotiation of conditions between the employer and the union.

(d) The minimum payment for overtime shall be half an hour and all waiting time after the eight hours working time, shall be paid for at the overtime rate.

(e) The worker shall be allowed two days of twenty-four consecutive hours each off per week and should he be required to work on either of his days off he shall be paid overtime rates for all time worked with a minimum payment of four hours.

(f) When a worker is required to work on statutory holidays he shall be paid double time rates (in addition to his weekly wage) with a minimum payment of four hours.

(g) When a worker is required to work on a Sunday he shall be paid double time rates.

(h) Overtime shall be at the rate of time and a half for the first three hours and double time thereafter, assessed on a weekly basis.

(i) When a worker is required to commence work when tram, bus, rail or ferry services are not available he shall be transported to and from his place of residence (as the case may be) by the employer.

(j) Should a base steward subsequently become a flight steward the time worked at the base shall be included for the purpose of assessing annual increments.

(k) When a ground steward is employed as a flight steward he shall be subject to the same conditions of employment as apply to flight stewards in the week he is employed.

(l) Base duties shall not include employment in hotels, cafeterias, or restaurants.

4. *Annual Leave*

(a) The provisions of the Annual Holidays Act, 1944, shall apply.

(b) One week's additional leave shall be granted to those stewards and stewardesses who have completed not less than 600 hours flying time during the preceding twelve months.

(c) When members are required to take annual holidays they shall be given one month's notice and shall be paid all wages and moneys (including payment for holidays) due, prior to commencing their annual holiday.

5. *Holidays*

(a) When stewards or stewardesses are required to work on any of the following holidays, viz., New Year's Day, Good Friday, Easter Monday, May Day, Labour Day, Sovereign's Birthday, Christmas Day, Boxing Day, and Federated Cooks and Stewards Picnic Day they shall be paid at overtime rates for all hours worked with a minimum payment of four hours for work performed on the holiday.

(b) No deduction in weekly pay shall be made in respect to the above holidays if the worker is not required to work on such day.

(c) When any of the above holidays fall on a Sunday the Monday following shall be observed as the holiday and when Boxing Day falls on a Monday the Tuesday following shall be observed as the holiday.

(d) This clause shall not apply to flight personnel providing they are granted four weeks' annual leave under clause 4.

6. *Uniforms*

All uniforms and the maintenance thereof shall be supplied by the employer free of cost to the employee.

7. *Loss of Effects*

When a steward or stewardess loses personal effects through an accident to the aircraft or to any cause relating to the safety of the aircraft, the employer shall reimburse the steward or stewardess for such personal loss, but the amount of reimbursement shall not exceed £30.

8. *Meals*

Stewards and stewardesses shall be allowed the same meals as the crew and passengers.

9. *Accommodation*

(a) *Home Base.*—A fully furnished rest-room and modern cafeteria for light lunches will be provided, but this shall not apply to National Airways Corporation so long as reasonable facilities are made available.

(b) *Away Bases.*—The employer shall supply meals and accommodation of good standard.

10. *Medical Benefits*

(a) Stewards or stewardesses invalidated from work with illness or accident contracted in the employ of the employer shall be granted full wages (at the basic rate) until recovery and if invalidated beyond New Zealand shall (except in case of death) be returned to the home base and wages shall continue until arrival thereat and the member is fit for duty again. All medical and other expenses incurred by such illness or accident shall be paid by the employer: Provided that the total payment under this paragraph shall not continue for longer than six months from the date when the steward or

stewardess is invalided from work: Provided also that such illness or accident is not caused by the employee's own wilful act.

(b) All stewards and stewardesses shall be covered by a comprehensive insurance policy (making no less provision than contained in the N.Z. Workers' Compensation Act) covering loss of life or limb or earning capacity. The premiums of such insurance to be paid by the employer.

All stewards and stewardesses whilst employed on flying duties shall be insured for the sum of £2,500, such insurance to include workers compensation payments.

(c) Stewards and stewardesses shall undergo a medical examination at the employer's expense when requested to do so.

11. *Engagements*

Engagement of stewards and stewardesses shall be made at Auckland, or at such other place as may be agreed upon between the employer and union.

The employer shall, in the engagement of workers coming within the scope of this agreement, give first consideration to those members of industrial unions affiliated to the Federated Cooks and Stewards Industrial Association of Workers who are of required age and physical fitness and who are qualified and suitable for the particular work to be done and who have not been subject to disciplinary measures for misconduct or drunkenness.

12. *Notice to leave*

Any member of the stewards staff may terminate his employment in his home base only, by giving one week's notice in writing of such termination.

13. *Discharge*

The employer may discharge any member of the stewards staff at his home base if he gives him in writing not less than one week's notice. If a member is discharged in any place other than his home base the member shall be returned to his home base free of cost, and wages and sustenance (including day of arrival) shall be provided up to the time he arrives thereat: Provided that if the return of the worker to his home base is delayed by his own act or default he shall not be allowed wages or sustenance during the period of delay.

Any member intoxicated and incapable of performing his duties may be instantly dismissed and in such case wages will cease and sustenance and transport not made available.

14. *Disputes*

All disputes arising from or incidental to the employment of stewards staff shall be referred to the employer and the union, whose representatives shall immediately confer to effect a settlement.

If a settlement is not reached, the matter shall be referred without delay to an independent chairman (agreed upon by the employer and the union) who shall decide the question. All decisions arrived at shall be final and binding upon employer and employee.

15. *Stewards Staff to be Members of Union*

(a) It shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement or who is not for the time being a member of a trade union which was registered as such before the 1st day of May, 1936, and which is bound by this agreement: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this agreement during any time while there is no member of a union bound by this agreement and who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purpose of subclause (a) of this clause, a person of the age of eighteen or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this agreement for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

(c) Members of the union presenting themselves for employment shall produce their union books to show that they are not more than one month in arrears with their contributions.

16. *Definitions*

"Home base" means the place where the steward or stewardess is engaged by the employer.

Base duties of flying personnel shall not include the carrying of stores and equipment to and from the aircraft, or repairing, renovating or painting of any equipment: Providing that on internal services the steward shall carry provisions and equipment necessary to provide light refreshments.

Flying time means the time from airfield to airfield if on land, and if on water from time of leaving pontoon or buoy until engines cease at arrival at pontoon or buoy.

Steward or stewardesses includes any worker coming within the scope of this agreement.

Overtime.—For the purpose of computing the hourly ground rate of pay for overseas services and the ground and air rate for internal services the basic pay plus increments shall be divided by 1,392. For assessing the hourly flying rate of pay for overseas services the trans-oceanic pay shall be divided by 900, and the sum so arrived at shall be added to the hourly ground rate.

17. *Scope of Agreement*

This agreement shall apply to all aircraft in the service of the employers named therein.

18. *Term of Agreement*

This agreement shall come into force on the day of the date hereof and shall continue in force until the 31st day of October, 1949.

Signed on behalf of Tasman Empire Airways Ltd.—

[L.S.]

LEONARD ISITT, Director.
T. A. BARROW, Director.
F. H. BASS, Secretary.

Signed on behalf of the New Zealand National Airways Corporation—

[L.S.]

W. W. HYNES.
H. WORRALL.

Signed on behalf of the Federated Cooks and Stewards of New Zealand Industrial Association of Workers—

[L.S.]

J. D. MURDOCH, President.
W. A. FOX, Secretary.