NORTHERN AND WELLINGTON INDUSTRIAL DISTRICTS AIRLINE STEWARDS, STEWARDESSES, AND HOSTESSES—AWARD

[*Filed in the Office of the Clerk of Awards, Wellington*]

In the Court of Arbitration of New Zealand, Northern and Wellington Industrial Districts—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Federated Cooks and Stewards of New Zealand Industrial Association of Workers (hereinafter called "the union") and the under-mentioned companies (hereinafter called "the employers"):

New Zealand National Airways Corporation, Aotea Quay, Wellington.
South Pacific Airlines of New Zealand Ltd., P.O. Box 1670, Auckland.
Tasman Empire Airways Ltd., Customs Street, Auckland.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 130 of the Industrial Conciliation and Arbitration Act 1954, doth hereby order and award:

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the Schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the Schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided and shall continue in force until the 27th day of June 1963 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 27th day of June 1961.

[L.S.] A. TYNDALL, Judge.

SCHEDULE

Hours of Work

1. (a) *Internal Services*—The ordinary hours of work of any flight stewardess or hostess shall not exceed 11 in any one period of 24 hours (calculated from commencement of duties) or 160 per calendar month or 384 in every three calendar months, of which not more than 10 in any one period of 24 hours or 100 per calendar month or 240 in every three calendar months shall be flying hours, with a maximum of 960 flying hours in each calendar year: Provided that all flying hours in excess of 100 per calendar month or 240 in every three calendar months, as the case may be, shall be deemed overtime and paid for at the rate of double the ordinary rate: Provided, further, that all hours of work in excess of 11 per day or 160 per calendar month or 384 in three calendar months, as the case may be, unless already paid for

as overtime under the abovementioned proviso or subclause (c) of this clause, shall be deemed overtime and paid for at the rate of time and a half for the first three hours and double the ordinary rate thereafter, calculated on a three monthly basis.

(b) *External Services*—The ordinary hours of work of any flight steward, stewardess, or hostess shall not exceed 13 in any one period of 24 hours (calculated from the commencement of duties) or 160 per calendar month or 384 in every three calendar months, of which not more than 10 in any one period of 24 hours or 100 per calendar month or 240 in three calendar months shall be flying hours, with a maximum of 960 flying hours in each calendar year: Provided that all flying hours in excess of 100 per calendar month or 240 in every three calendar months, as the case may be, shall be deemed overtime and paid for at the rate of double the ordinary rate: Provided, further, that all hours of work in excess of 13 per day or 160 per calendar month or 384 in three calendar months, as the case may be, unless already paid for as overtime under the abovementioned proviso or subclause (c) of this clause, shall be deemed overtime and paid for at the rate of time and a half for the first three hours and double the ordinary rate thereafter, calculated on a three monthly basis.

(c) If the flying hours of work of any flight steward, stewardess, or air hostess exceed 10 in any one period of 24 hours (calculated from the commencement of flying duties) without a break of at least 11 consecutive hours, all hours of work in excess of 10 during that one period of 24 hours shall be deemed overtime and paid for at the rate of double the ordinary rate.

(d) For all holidays and leave, hours of work shall be reduced at the rate of 128 per calendar month.

(e) At the expiration of each three monthly period each member shall be paid all overtime payments due. The three monthly periods shall conclude in the months of March, June, September, and December of each year.

(f) Each flight steward or stewardess shall be free of duty for not less than 10 days in every four weeks. Eight at least of such days shall be given at the home base. Days off not given may be accumulated and given at subsequent periods on the basis of two days off for each accumulated day, provided that if the accumulated days are not given before or with annual leave, the flight steward or stewardess shall be paid eight hours at overtime rates at the rate of double time for each day off not given. Such days shall not be given in lesser periods than 24 consecutive hours from midnight to midnight.

If posted overseas to temporary duties, this subclause shall not apply, and in such cases leave and time off shall be agreed upon between the employer and the union.

(g) When a flight steward, stewardess, or air hostess is required to report for duty before 7 a.m. or finish duty after 11 p.m. and on Sundays and public holidays when public transport is not available, the employer shall provide transport or in lieu thereof shall pay the additional expenses incurred, but not exceeding an amount to be agreed upon between the employer and the union.

(h) Notwithstanding the provisions of subclauses (a) and (c) of this clause, the ordinary hours of work of a district senior hostess or training instructor shall not exceed 40 in each period of seven days, of which not more than 10 hours in each period of seven days shall, if required by the employer, be flying hours. The seven days shall be calculated from the first day of duty as a district senior hostess or training instructor. Daily hours of duty shall be consecutive. Flying hours in excess of 10 in each period of seven days shall be deemed overtime and paid for at double the ordinary rate. Hours of work in excess of 40 in each period of seven days shall be deemed overtime and paid for at the rate of time and a half for the first three hours and double the ordinary rate thereafter, unless already paid for as overtime under this clause or under subclause (c) of this clause.

All other provisions of the award pertaining to flight hostesses on internal services shall apply.

Salaries

2. (a) The following shall be the minimum salaries:

	Per Annum Basic	Per Annum Overseas Services	Per Annum Total
Overseas Services—	£	£	£
Flight stewards when flying duties commence and during three months' probation period	720	150	870
Flight steward after three months service ..	885	150	1,035
Senior flight steward	935	150	1,085
Flight stewardess or hostess during training period on shore	570		570
Flight stewardess or hostess when flying duties commence and during three months' probation period	627	150	777
Flight stewardess or hostess after three months' flying service..	660	150	810
Senior flight stewardess or hostess.. ..	720	150	870

	Basic	Internal Services	Total
Internal Services—	£	£	£
Flight stewardess or hostess during training period	570		570
Flight stewardess or hostess when flying duties commence and during three months' probation period	627	53	680
Flight stewardess or hostess after three months' flying service..	660	70	730
District senior hostess	730	70	800
Training instructor	730	70	800

(b) An annual increment of £26 10s. per annum will be paid over a period of five years, making a total of £132 10s.

(c) Salaries shall be payable weekly.

(d) Any steward, stewardess, or hostess who is engaged on a flight on external services which necessitates an absence from the home base of more than 24 hours shall receive an allowance for each 24 hours or part thereof during which they are absent, the amount to be fixed and determined from time to time by agreement between the employers and the union.

(e) Stewardesses or hostesses engaged on regular internal services only, shall receive an allowance for each night absent from their home base, the amount to be fixed and determined from time to time by agreement between the employers and the union.

Base Duties

3. (a) Stewards, stewardesses, or ground hostesses engaged in base duties only, shall be paid the rates prescribed hereunder:

	Per Week £	s.	d.
Senior base steward	14	6	0
Base steward	13	9	7
Ground hostess	10	17	6
Senior ground hostess	11	7	6

(b) The ordinary hours of work shall not exceed eight hours in any one day or 40 in any one week, to be worked between the hours of 6 a.m. and 6 p.m., provided that the hours of work shall be continuous from the time the worker commences duty, except for regular meal intervals which shall not exceed one hour in duration.

When a worker is required to work on Saturday or Sunday as part of his ordinary working hours, he shall be paid, in addition to his ordinary wage, the following extra payments:

(i) In respect of time worked on a Saturday, payment at one half of his ordinary rate for the first three hours and at ordinary rate thereafter.

(ii) In respect of time worked on a Sunday, payment at his ordinary rate.

For all work performed in addition to eight hours per day, or outside the foregoing hours, overtime rates shall apply.

When a worker is not notified before noon that he is required to work overtime and is subsequently called back for duty he shall be paid a minimum of two hours at overtime rates.

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

(c) 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.

(d) The worker shall be allowed two days of 24 consecutive hours each off per week and, should he be required to work on either of his days off, he shall be paid (in addition to his weekly wage) overtime rates for all time worked with a minimum payment of four hours: Provided that when Sunday is scheduled as a day off and the worker is required to work he shall be paid double time rates with a minimum payment of four hours.

(e) When a worker is required to work on any of the holidays named in subclause (a) of clause 6 he shall be paid double time rates (in addition to his weekly wage) with a minimum payment of four hours.

(f) 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.

(g) 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 the place of residence (as the case may be) by the employer.

(h) Should a base steward or ground hostess subsequently become a flight steward, stewardess, or air hostess the time worked at the base shall be included for the purpose of assessing increments.

(i) (i) *External Services*—When a ground steward or ground hostess is employed as a flight steward, stewardess, or air hostess he or she shall be subject to the same conditions of employment as apply to flight stewards, in the week he is employed.

(ii) *Internal Services*—A ground hostess shall, if required by her employer, perform temporary flight hostess duties, and if so employed she shall be paid in addition to the ordinary base rates, the differential between the base hourly rate and the flying hourly rate for the period of flight duty: Provided that should a ground hostess be required to perform such duties before or after her usual daily rostered hours of work, she shall be paid overtime computed on the basis of the basic rate plus differential, at time and a half for the first three hours on any one day and double time thereafter. A ground hostess employed on flight duty shall be entitled to a minimum payment of two hours at the flying hourly rate.

(j) Any worker (other than a shift worker) who is required to work prior to 7 a.m. on any day, or any worker (other than a shift worker) who is required to work for one hour or more after the usual time of ceasing work on the days Monday to Friday inclusive, and before 7 a.m. and after 12.30 p.m. or 6 p.m. on Saturday, Sunday, or recognised holidays, as specified in subclause (a) of clause 6 hereof, shall be provided with a meal by the employer or shall be paid 5s. meal allowance.

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

Standby Duties

4. *Internal Services Only*—(a) When directed to report to the usual place of employment an air hostess or stewardess shall, if required, discharge the usual duties of a ground hostess during standby: Provided that the hours as spent in performing such duties shall be regarded as standby duty hours.

(b) The hours of duty on standby shall be consecutive and a hostess or stewardess shall not be rostered for more than eight hours standby in any one day: Provided a meal break of one half hour shall be allowed within the eight hours of standby or ground duties.

Annual Leave

5. The provisions of the Annual Holidays Act 1944 shall apply:

(a) Flight stewards, stewardesses, or air hostesses shall at the end of each year of service with the same employer be entitled to an annual holiday of 30 consecutive days on full pay.

(b) Where a flight steward, stewardess, or hostess leaves the employer's service for any reason with less than 12 months' service, he or she shall be paid a proportionate amount of the holiday leave provided in subclause (a) of this clause.

(c) For the purpose of this clause the annual holiday shall be deemed to be due on the completion of 12 months' service from the date of engagement by the employer and shall become due on the same date in each succeeding year.

(d) Unless by mutual agreement between the employer and the employee, annual leave shall not be granted in periods of less than 15 consecutive days.

(e) The employer shall endeavour to so arrange the duties of flight stewards, stewardesses, or hostesses that the commencing date of the leave period is preceded by a period of not less than twenty-four hours at the home base.

(f) Base stewards, stewardesses, or ground hostesses who work during weekends shall receive one day's additional holiday leave for each five full weekends so worked with a maximum of one week's additional holiday in any one year.

(g) Each base steward, after ten years' service with the same employer, shall, for the eleventh and subsequent years of continuous service, be granted one week's additional leave.

(h) Notwithstanding the provisions of subclauses (f) and (g) of this clause, no base steward, stewardess, or ground hostess shall be entitled to more than three weeks' annual leave per annum.

(i) Should any of the named holidays (except Anzac Day) in this award occur during the base steward's or base stewardess's or hostess's annual leave, he or she shall receive such day or days, as the case may be, in addition to his or her annual leave.

(j) When workers are required to take annual holidays they shall be given one month's notice and shall be paid all wages and moneys due, including payment for holidays prior to the commencement of their annual leave.

Holidays

6. (a) When base stewards or base stewardesses or hostesses are required to work on any of the following holidays, viz: New Year's Day, Good Friday, Easter Monday, Anzac Day, May Day, Labour Day, Anniversary Day, the birthday of the reigning Sovereign, Christmas Day, Boxing Day, and the 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 of the above holidays if the worker is not required to work on such days.

(c) When any of the above holidays (except Anzac Day) falls 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 30 days' annual leave under clause 5.

Uniforms

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

Loss of Effects

8. 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 £100.

Meals

9. Flight stewards, stewardesses, and air hostesses whilst on flying duties shall be allowed the same meals as flight deck personnel.

Accommodation

10. (a) *Home Base*—A fully furnished rest-room and modern cafeteria for light lunches shall 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 similar to that supplied to other crew members.

Medical Benefits

11. (a) Flight stewards, stewardesses, or hostesses invalided from work with illness or accident (contracted in the service of the employer) shall be granted full wages including overseas service pay until recovery, and if invalided beyond New Zealand shall, except in the case of death, be returned to his or her 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 subclause shall not continue for longer than three months from the date the steward, stewardess, or hostess is invalided from work: Provided that when a recurrence of the same sickness occurs in any one year the benefits of this clause shall not extend beyond three months following the date when the worker first ceases work: Provided, further, that a worker who has not completed 12 months' service and who is absent from duty at a New Zealand base by reason of illness or accident (contracted in the employ of the employer) shall be entitled to leave on full pay for the duration of such sickness or accident, or for one calendar month (whichever is the shorter period): Provided, also, that the sickness or accident was not caused by the worker's own wilful act or neglect.

(b) Each employer shall, in respect of each flight steward, stewardess, or hostess in his employ, take out and maintain for the benefit of each flight steward, stewardess, or hostess or their dependants an accident insurance policy under which the sum payable in the event of death shall be not less than £3,000 in the case of flight stewards and £2,000 in the case of flight stewardesses or air hostesses. Any amounts payable

under such policy shall be in addition to and shall not be deemed to reduce any amount which may be payable by the employer under the Workers Compensation Act 1956, or at common law in respect of any accident occurring to the member.

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

Superannuation

12. Stewards and stewardesses shall, if they so desire, be included in the employer's superannuation scheme.

Engagements

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

The employer shall, in the engagement of workers coming within the scope of this award, give first consideration to those members of industrial unions affiliated to the Federated Cooks and Stewards of New Zealand 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.

Stewards and stewardesses upon engagement shall become and remain members of a union affiliated to the Federated Cooks and Stewards of New Zealand Industrial Association of Workers.

Notice to Leave

14. Any member of the flying staff may terminate his employment in his home base only, and shall give one month's notice in writing of such termination.

Discharge

15. The employer may discharge any flight steward, stewardess, or hostess at his or her home base and shall give him or her in writing not less than one month's notice, except that in the case of a worker serving the probationary period, the employer may discharge such worker and shall give him or her in writing not less than one week's notice. If the worker is discharged in any place other than his or her home base, the worker shall be returned to his or her home base free of cost, and wages and sustenance, including day of arrival, shall be provided up to the time he or she arrives thereat: Provided that if the return of the worker to his or her home base is delayed by his or her own default, he or she shall not be allowed wages or sustenance during any period of delay: Provided that a worker may be discharged instantly for intoxication or misconduct. For the purpose of this clause, three calendar months from the commencement of full flying duties shall be deemed to be the probationary period.

Disputes

16. All disputes arising from or incidental to the employment of stewards 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 binding except that any party adversely affected thereby shall have the right, within 14 days after the decision is given, to appeal against the decision to the Court which may amend the decision in any way as, after hearing the parties, it may consider necessary or desirable: Provided that such notice of appeal shall be given in writing within 14 days to the other party.

Transfer Allowances

17. (a) On the transfer of any steward or stewardess from one permanent base to another, the employer shall pay the expenses properly incurred by the steward or stewardess for the removal of his dependants, his furniture, and personal effects, such expenses to be mutually agreed upon. In addition the steward or stewardess shall be entitled to receive a disturbance allowance in a sum agreed upon between the steward or stewardess and the employer to cover expenses inevitably and necessarily incurred in connection with his posting from one base to another.

(b) In the case of temporary posting the steward or stewardess shall be reimbursed any reasonable additional expense to which he or she shall be put as the result of such posting.

(c) A base shall not be regarded as a permanent base for the purpose of this clause unless the steward or stewardess is posted there for a period exceeding six months.

Stewards' Staff to be Members of Union

18. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, it shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award.

(b) For the purposes of subclause (a) of this clause a person of the age of 18 years 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 award for workers of the age of 21 years and upwards, shall be deemed to be an adult.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union, commits a breach of this award, and shall be liable accordingly.

(d) 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.

(NOTE—Attention is drawn to section 174 (3) of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

Definitions

19. "Home base" means the place where the steward, stewardess, or hostess is first employed by the employer, or the place as declared 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.

"Flying time" means the time from chock to chock if on land and if on water from buoy to buoy.

"Ground hours" (flight personnel) means the time expended in preflight and after flight duties and other duties associated with employment of cabin flight personnel. (Stand-by duty hours will be included if the worker is required to report at the usual place of employment.)

"Flight or air steward", "stewardess", or "hostess" includes any worker coming within the scope of this award who is employed on flight duties.

"Ground or base steward", "stewardess", or "hostess" includes any worker coming within the scope of this award who is employed on ground duties.

Overtime—For the purpose of computing hourly rates for overtime payments the ordinary hourly rate shall be deemed to be the appropriate gross salary prescribed by clause 2 of this award divided by 1,500.

Scope and Application of Award

20. This award shall operate throughout the Northern and Wellington Industrial Districts and shall apply only to the parties named herein and to such other employers as may be added by order of the Court.

Term of Award

21. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 1st day of February 1961, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 27th day of June 1963.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 27th day of June 1961.

[L.S.] A. TYNDALL, Judge.

MEMORANDUM

Apart from certain adjustments to the scope and application of the award, such adjustments having been made by the Court with the consent of the representatives of the parties, the award embodies the terms of settlement arrived at in Conciliation Council.

A. TYNDALL, Judge.