

**AIR NEW ZEALAND LTD. FLIGHT ENGINEERS—AGREEMENT UNDER THE
LABOUR DISPUTES INVESTIGATION ACT 1913**

[Filed in the Office of the Clerk of Awards, Auckland]

THIS industrial agreement made in pursuance of the Labour Disputes and Investigation Act 1913 and its amendments, this 29th day of September 1965, between the Auckland Branch of the New Zealand Institute of Marine and Power Engineers (Incorporated) (hereinafter referred to as "the institute") of the one part and Air New Zealand Ltd. (hereinafter referred to as "the company") of the other part whereby it is mutually agreed by and between 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 should be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The said 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 provisions, but shall in all respects abide by and perform the same.

3. The agreement shall be restricted in its application to the flight engineers herein referred to and employed by the company on airline duties.

4. This agreement supersedes all arrangements, awards or agreements previously entered into by the company in respect of flight engineers.

SCHEDULE

Interpretation

1. (a) "Officer" means a person who is employed to carry out the duties of a flight engineer as set out in Air New Zealand's Operations Manual as amended from time to time.

(b) "Base" means a place where an officer is employed, and a "permanent base" is a place where an officer is employed for a period of not less than six months.

(c) "Flying time" or "flight time" means all time recorded in an aircraft journey log book as from buoy to buoy or chock to chock.

(d) "Duty time" means all flying time and time spent on the ground incidental to flight; and also includes standby time, waiting time, rostered and completed link trainer time.

(e) "Standby time" means such time as is required by the employer and the employer's regulations for the officer to stand by.

(f) "External service" means service on an aircraft operated or flown for or on behalf of an employer from the shores of New Zealand or places within New Zealand to places beyond New Zealand or from places beyond the shores of New Zealand to the shores of New Zealand or places within New Zealand, including Chatham Islands.

(g) "Deadheading" means the air transport of an officer between one airport and another for the purpose of taking up or returning from flight duties.

(h) "Stand down period" means a period during which an officer shall not be required by the employer to carry out any flying but may be required for other duties.

(i) "Waiting time" means all time spent during a tour of duty by any officer on duty of any nature associated with his employment prior to departure of a flight, on the ground at intermediate stopping places, and after arrival at destination aerodrome of that tour of duty.

(j) "Tour of duty" - the period between the time a crew member commences pre-flight duties and the time he is finally relieved of all duties associated with his employment.

(k) A week is a period of seven days commencing 0001 hours on Sunday.

Hours of Employment

2. (a) The company shall be entitled to require its officers to report for duty and to perform flying and other duties in connection with the operations of the company at any time and from time to time, whether by day or by night, and whether Saturdays, Sundays or public holidays, and whether before 8 a.m. or after 5 p.m.

in any day, without payment of any monies in respect of overtime, shift-work, penal rates and so forth other than those prescribed in clauses 5, 6, 7, 13, 14, 15, 16, and 19.

(b) Provided an officer shall not fly or form part of the crew of an aircraft during his employment except in the service of the company unless the company otherwise consents in writing.

(c) Provided further when an officer has completed the maximum flying hours allowed under the Department of Civil Aviation Safety Orders or any amendment or variation thereof for any 30 days, 90 days or 12 calendar months of his service the company shall not during the remainder of such 30 days, 90 days or 12 calendar months be entitled to require such officer to perform any other duties whether on the ground or otherwise except in relation to the flights which he has made. Provided however, that nothing contained in this clause shall restrict, prohibit or prevent the company from requiring the performance of such officer during the remainder of such 30 days, 90 days, or 12 calendar months of emergency or special flights for the purpose of searching for lost aircraft or for mercy reasons.

(d) Duty time shall not exceed 500 hours in any three-monthly period, such periods finishing on the last day of March, June, September, and December of each year.

(e) All hours flown as deadheading at the company's requirements shall be considered as waiting time under all the above subclauses, but where such deadheading hours are flown immediately before a tour of duty in anything other than a seat in the passenger cabin, such deadheading shall be counted as flying time for the purpose of calculating the daily flying hours only.

(f) Officers on annual or sick leave shall be credited with two hours 50 minutes flying time for each day of such leave, which falls in any period of 30 consecutive days.

(g) Rosters of crew duties shall be provided by the company to cover a minimum of 14 days, and shall be issued at least seven days before their inception.

(h) Wherever practicable, notice of roster changes shall be a minimum of 12 hours, or if the projected duty is to end later than midnight, the minimum period of notice shall be 24 hours.

Time Off Duty

3. (a) Every officer shall receive, in every 28 days, eight full days at his home base free of all duties. Days off not given may be accumulated and given at subsequent periods on the basis of two days off for each accumulated day, shall be given within the next 56 days.

Every officer shall receive, in every 84 days, 30 full days at his home base free of all duties.

(b) Where an officer is required to perform duties away from the normal sphere of operation, special arrangements shall be made in regard to days off duty.

Area and Incidence of Duty

4. The company shall employ its officers and the officer shall serve the company in the capacity of flight engineer whether in New Zealand or any other part of the world where the company may from time to time be operating, or to or from which the company's aircraft may require to be flown, and shall perform such other duties in the air and on the ground relating to his employment as a flight engineer as the company may reasonably require.

5. (a) The following minimum rates of annual salaries shall be paid to officers covered by this agreement:

ELECTRA AIRCRAFT

	First Year		Second Year		Third Year		Fourth Year		Fifth Year	
	£	s. d.	£	s. d.	£	s. d.	£	s. d.	£	s. d.
Basic ..	1,542	3 10	1,622	0 10	1,701	17 10	1,781	14 10	1,839	17 3
Overseas Flt. Pay ..	106	0 0	106	0 0	106	0 0	106	0 0	106	0 0
	1,648	3 10	1,728	0 10	1,807	17 10	1,887	14 10	1,945	17 3
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	Sixth Year		Seventh Year		Eighth Year		Ninth Year		Tenth Year	
	£	s. d.	£	s. d.	£	s. d.	£	s. d.	£	s. d.
Basic ..	1,908	16 11	1,977	16 8	2,046	16 6	2,115	16 4	2,184	16 0
Overseas Flt. Pay ..	106	0 0	106	0 0	106	0 0	106	0 0	106	0 0
	2,014	16 11	2,083	16 8	2,152	16 6	2,221	16 4	2,290	16 0

DC-8 AIRCRAFT

	First Year		Second Year		Third Year		Fourth Year		Fifth Year	
	£	s. d.	£	s. d.	£	s. d.	£	s. d.	£	s. d.
Basic ..	1,657	19 9	1,732	17 0	1,824	14 9	1,899	12 0	1,974	9 3
Type Pay DC-8 ..	175	0 0	175	0 0	175	0 0	175	0 0	175	0 0
Overseas Flt. Pay ..	202	0 0	202	0 0	202	0 0	202	0 0	202	0 0
Total ..	2,034	19 9	2,109	17 0	2,201	14 9	2,276	12 0	2,351	9 3
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	Sixth Year		Seventh Year		Eighth Year		Ninth Year		Tenth Year	
	£	s. d.	£	s. d.	£	s. d.	£	s. d.	£	s. d.
Basic ..	2,049	6 6	2,124	3 8	2,199	1 0	2,273	18 3	2,348	15 5
Type Pay DC-8 ..	175	0 0	175	0 0	175	0 0	175	0 0	175	0 0
Overseas Flt. Pay ..	202	0 0	202	0 0	202	0 0	202	0 0	202	0 0
Total ..	2,426	6 6	2,501	3 8	2,576	1 0	2,650	18 3	2,725	15 5

(b) At the inception of this agreement due regard will be had to any period which may have already been served by an officer prior to the coming into force of this agreement to the intent that any officer who was already in the service of the company at that date shall receive the appropriate salary according to his years of service as set out in sub-clause (a) of this clause.

(c) If an officer is employed in a temporary capacity on service flying duties which command a higher salary than that which he is normally entitled to receive, he shall be paid an adjustment sum equivalent to one-thousandth part of the difference between such rates for each hour or part thereof he flies in the higher capacity.

(d) If an officer is employed in a temporary capacity on duties which command a lesser salary than that which he normally receives, his salary shall not be reduced except where he is reduced in rank or position for disciplinary reasons or at his own request.

(e) An officer's seniority under the various "type" rates in sub-clause (a) of this clause shall be determined by his seniority under the "basic" scale.

Overtime

6. (a) The following shall apply in the case of DC-6, Electra and DC-8 aircraft:

(i) If the duty hours of any officer exceed 15 hours in any period of 24 consecutive hours, all duty hours in excess of 15 hours during that period of 24 hours and until the end of that tour of duty on which the officer

may be engaged at the expiration of that period of 24 hours, shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(ii) Duty hours which exceed 40 hours in any one week shall be paid for at time and a half rates for the first 15 hours and double time rates thereafter in addition to the appropriate salary prescribed by clause 5 of this agreement.

(iii) Weekly periods shall be deemed to commence at 0001 hours New Zealand standard time on Sunday.

(b) For the purpose of computing hourly rates for overtime payments in accordance with this clause, ordinary hourly rates shall be deemed to be the appropriate gross salary prescribed by clause 5 of this agreement divided by 1,500.

(c) In lieu of the provisions in sub-clause (a) of this clause, the company shall pay to each officer the following allowances in addition to their salary:

	£	s.	d.
1st year	54	6	6
2nd year	54	6	6
3rd year	54	6	6
4th year	54	6	6
5th year	76	1	1
6th year	86	18	5
7th year	97	15	9
8th year	108	13	0
9th year	119	10	3
10th year	130	7	8

Daily Expense Allowance

7. An officer who is engaged on a flight on external services, which necessitates an absence from his base of more than 24 hours, shall receive an overseas allowance, the amount to be fixed and determined from time to time by agreement between company and the institute.

Promotion

8. (a) Promotion of rank shall, in all cases and under all circumstances, be in the absolute discretion of the company, but without restricting in any way the exercise of such discretion, due regard shall be had to length of service, efficiency, merit, and proved ability to accept added responsibility.

(b) In the event of retrenchment of staff, due regard shall be given to the retention of officers with the greatest seniority.

(c) Seniority or grading of officers effective as at the date of this agreement shall not be altered or reviewed unfavourably in consequence of the making of the agreement alone, but nothing herein contained shall prevent any alteration or review by an employer for just cause and upon sufficient grounds. The company shall cause a seniority list to be prepared and issued annually as at 30 September, such list to be made readily available to all officers in the employ of the company and to the institute.

(d) Any time served by an officer while temporarily promoted to a higher rank shall be taken into account for determining the date of seniority on his permanent promotion to the higher rank.

Accident Insurance

9. (a) The company shall provide personal accident insurance for the benefit of its officers and their dependents against death or disablement of its officers by accident, howsoever caused while on duty for the special appropriate capital sums as under:

All officers	£3,000 (NZ)
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(b) Scales for permanent or temporary disablement shall be those set out in the Schedule hereunder:

SCHEDULE OF COMPENSATION

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|---|---|
| 1. Death by accident within six calendar months from date of the accident | 100 per cent of sum insured in respect of death. |
| 2. Permanent total loss of sight of two eyes, or loss of two limbs, or permanent loss of sight of one eye and loss of one limb, by accident, within six calendar months of the date of the accident | 100 per cent of sum insured in respect of benefits. |
| 3. Permanent total loss of sight of one eye, or loss of one limb, by accident, within six calendar months of the date of the accident | 100 per cent of sum insured in respect of benefits. |
| 4. Permanent total disablement (other than set out under Nos. 2 and 3) by accident, such total disablement commencing within six calendar months of the date of the accident | 100 per cent of sum insured in respect of benefits. |
- The above are payable within seven days after satisfactory proof to the underwriters.
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| 5. Temporary total disablement by accident so long as the disablement continues but not exceeding 100 weeks in respect of any one accident | 12s. per cent per week, calculated on the sum insured in respect of benefits. |
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In addition to any compensation payable on any admitted claim under item No. 5, any doctor's charges incurred by the assured and/or insured person will be paid by the underwriters up to but not exceeding 15 per cent of the total amount of any such claim as admitted.

DEFINITIONS

1. "Loss of a limb" means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle.

2. "Permanent total disablement" means a disablement which shall cause the insured person to be permanently and totally and absolutely incapacitated from following his usual employments and attending to business of any kind.

3. "Temporary total disablement" means a disablement which during any temporary period totally and absolutely incapacitates the insured person from following his usual employments.

(c) The benefits provided by such insurances shall be in addition to (and shall not be deemed to reduce) any amount which may be payable to the employer under the Workers' Compensation Act 1956 and amendments, or at common law in respect of the death or disablement of any officer.

(d) Payments under this clause shall be subject to the usual conditions pertaining to policies of this nature.

Superannuation and Pension Scheme

10. The company shall continue to maintain the contributory pension scheme.

Loss of Licence Insurance

11. The company will pay a 75 per cent subsidy on premiums paid by an officer for loss of licence insurance up to a maximum payment of £25 per officer.

Leave

12. (a) Each officer shall be granted 30 days' leave in each year of service up to 10 years of service, over 10 years of service and up to 15 years of service, 32 days' leave, and over 15 years of service, 33 days' leave. Leave shall be granted in periods of not less than 15 consecutive days unless the written consent is obtained from the officer to take his annual leave in lesser periods than 15 days.

(b) The company shall give 30 days' prior notice in writing to each officer of the commencing and terminating dates of his leave, unless the officer signifies in writing his willingness to accept shorter notice of leave.

(c) The company shall, except in exceptional circumstances, as determined by the Operations Manager, arrange and roster an officer's duties so that the commencing date of a leave period is preceded by a period of not less than three days at his home base, and commencing time for duty on the first day following completion of leave shall not be before noon.

(d) Stand down time, whether required by this agreement or by Civil Aviation Regulations shall not constitute part of the 30 days' leave period provided for in subclause (a) of this clause.

Transport to and from Duty

13. (a) The company shall provide transport between the aerodrome and the town offices of the company for all officers reporting for or finishing duty in such a manner as not to involve undue extension of duty hours.

(b) Where an officer is required to report for duty before 7 a.m. or finish duty after 11 p.m. and on Sundays and public holidays where public transport is not available the company shall provide transport or in lieu thereof shall pay the additional expenses incurred by the officer but not exceeding the sum of £1 for any journey.

Accommodation and Meals

14. In any case where an officer is required to travel or be absent from his base on the company's business or at its request within New Zealand or overseas, he shall, where procurable, be provided with first class meals, travelling and hotel accommodation while so travelling or absent and shall be paid and reimbursed all other expenses and disbursements properly and reasonably incurred by him as being incidental to his employment. Where it is not possible for the company to arrange first class meals, travelling, or hotel accommodation, then the company shall arrange meals, travelling, and hotel accommodation of the best procurable standard. The company shall at all times provide or arrange proper and sufficient meals for officers while on duty and time to eat them or, in lieu of providing proper and sufficient meals, the employer may pay to an officer such sum as may be agreed to from time to time between the company and the institute.

Transfer Allowance

15. (a) On the transfer of any officer from one permanent base to another, the company shall pay the expenses properly incurred by the officer for the removal of his dependents, his furniture, and personal effects, such expenses to be mutually agreed upon. In addition the officer shall be entitled to receive a disturbance allowance in a sum agreed upon between the officer and the company to cover expenses inevitable and necessary in connection with his posting from one base to another.

(b) In the case of temporary posting, the officer shall be reimbursed any reasonable expense to which he 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 officer is posted there for a period exceeding six months.

Uniforms

16. (a) The company shall provide its officers with uniforms on loan and shall maintain them against fair wear and tear. The officer shall wear such uniform on duty only and shall use his best endeavours to keep the same in good condition and shall at his own cost replace same if in the opinion of the company, replacement shall have become necessary otherwise than as a result of fair wear and tear sustained in the course of duty.

(b) The company shall pay to each officer annually, a uniform upkeep allowance, the amount to be determined from time to time by agreement between the company and the institute. In lieu of making a payment to an officer, it may be arranged for the company to provide for the upkeep of the uniforms.

Sickness

17. An officer of the flying staff who is absent from duty by reason of sickness not caused by his own action or neglect shall, on production of a satisfactory medical certificate (or upon certification on request by the company's medical adviser) be entitled to remain on full pay for the duration of such sickness or for three calendar months (whichever is the shorter period) and in the event of such sickness extending beyond three calendar months, shall thereafter continue on sick leave without pay; excepting that an officer of the flying staff who has not yet completed 12 months' service and who is absent from duty by reason of sickness, not caused by his own neglect or action, shall, upon production of satisfactory medical evidence, be entitled to remain on full pay for the duration of such sickness or for one calendar month (whichever is the shorter period).

Loss of Effects

18. When an officer loses personal effects through an accident to an aircraft or to any cause relating to the safety of the aircraft, the company shall reimburse the officer for such personal loss, but the amount of reimbursement shall not exceed £150.

General Conditions

19. (a) No officer by reason of the making of this agreement, shall be reduced in his present rank or seniority with the company nor shall his salary be reduced hereunder.

(b) Any adverse written report which might prejudice the promotion and/or future of an officer shall be communicated to him in writing by the company within 30 days of such report being made.

(c) Officers shall not normally be required to perform duties other than those required by current airline practices unless mutually agreed to between the institute and the company.

(d) Should an officer be seconded to another employer, he shall be covered by this agreement in so far as it is of benefit to him to be so covered.

(e) Should the services of an officer be terminated at any other place than his permanent base for any reason whatsoever, such officer shall be provided with first class fares and accommodation to his permanent base and his salary shall not cease until he arrives at his permanent base, except for any period his services were not available to the company.

(f) Any officer shall be entitled, if dissatisfied with any decision given by a superior officer of the company in respect of any matter affecting such officer personally, to appeal from such decision to the immediate superior of such officer, but his appeal shall be in writing and a copy shall be supplied to the officer whose decision is appealed against.

(g) A flight engineer shall be entitled to general rights and privileges of a first officer except in so far as this agreement shall make special provision otherwise.

(h) At an enquiry, the subject of which is professional reputation and not general behaviour, held by the company concerning any officer subject to this agreement, which may result in disciplinary action against such officer, the officer may invite a member approved by the institute to be present as his counsel.

Termination of Employment

20. (a) The services of an officer of the flying staff shall be terminable by either the company or the officer, by three months' notice in writing; except that during the first 12 months' service, the services of any officer shall be terminable by one calendar month's notice in writing; provided always that the company shall be entitled, for misconduct or any other good and sufficient reason, summarily to terminate the services of any officer.

(b) If, as a result of neglect by an officer, he ceases for any period to hold or he fails to obtain any of the licences necessary to enable him to perform his duties in the ranks and grade appropriate to his employment, the company may suspend his services without pay until such licences are obtained.

Disputes Committee

21. The essence of this agreement being that the work of the company shall not on any account whatsoever be impeded but 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 whatsoever arising out of or connected therewith and not specifically dealt with in this agreement, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman, if required by either party, to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. If the committee fails to reach a decision the chairman shall either decide the question or refer the matter to the Court within one month from the date of hearing by the committee. Either side shall have the right to appeal to the Court against a decision of any such committee or chairman upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

Unqualified Preference

22. (a) Any adult person engaged or employed in any position or employment subject to this agreement by the company shall, if he is not already a member of the institute, become a member thereof within 14 days after his engagement or after this clause comes into force as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of the institute so long as he continues in any position or employment subject to this agreement.

(c) Every worker obliged under subclause (a) hereof to become a member as required by that subclause, after being requested to do so by an officer or authorised representative of the institute and every worker who fails to remain a member of the institute in accordance with subclause (b) hereof commits a breach of this agreement.

(d) The company bound by this agreement commits a breach of this agreement if it continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the institute that the worker has been requested to become a member of the institute and has failed to do so, or that the worker having become a member of the institute has failed to remain a member.

(e) For the purpose of this clause "adult person" means a person of the age of 18 years or upwards, but does not include a person who holds a current certificate of exemption from union membership issued under the Industrial Conciliation and Arbitration Act 1954.

Term of Agreement

23. This agreement, in so far as it relates to rates of salaries, shall be deemed to have come into force on 1 October 1964, and in so far as all other conditions of the agreement are concerned, it shall come into force on the day of the date hereof; and this agreement shall continue in force until the 30th day of September 1966.

In witness whereof the parties hereto have hereunder set their hands this 29th day of September 1965.

Signed on behalf of the New Zealand Institute of Marine and Power Engineers (Inc), Auckland Branch—

R. D. BROWN, President.
C. S. HARNETT, Secretary.

Witness to the above signatures—E. L. Fielder.

For Air New Zealand Ltd.:

J. A. REEVES, General Manager.

Witness to the above signature—M. C. Paterson, Administration Manager
Auckland.

[This agreement, made under the Labour Disputes Investigation Act 1913, was filed with the Clerk of Awards at Auckland pursuant to section 8 (1) of the said Act, on the 11th day of October 1965]
