

NEW ZEALAND NATIONAL AIRWAYS CORPORATION PILOTS—
INDUSTRIAL AGREEMENT

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

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954 and its amendments, this 3rd day of November 1965, between the New Zealand Air Line Pilots' Association Industrial Union of Workers (hereinafter referred to as "the association") of the one part and New Zealand National Airways Corporation (hereinafter referred to as "the corporation") 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 grades of pilots herein referred to and employed by the corporation on airline duties.

4. This agreement supersedes all arrangements, awards or agreements previously entered into by the corporation in respect of pilots.

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SCHEDULE

Interpretation

1. (a) "Officer" means a person engaged for the purpose of flying or navigating any aircraft.

(b) "Pilot" means and includes duly qualified captains of all grades, first officers of all grades, second officers, engaged in the flying of commercial aircraft, but shall not include any other members of the aircrew.

(c) "Captain" means a pilot who is employed to act as pilot in command of an aircraft.

(d) "First officer" means a pilot who is employed to act as second in command of an aircraft.

(e) "Second officer" means a pilot who is employed to act as third in command of an aircraft.

(f) "Navigator" means an officer whose duties aboard an aircraft are specifically confined to navigation.

(g) "Pilot under training" means an officer under training who will not be employed as an active crew member, but may be carried as supernumerary for training purposes only.

(h) "Cadet pilot" means a pilot under training but not licensed to Commercial Pilots' Licence standard.

(i) "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.

(j) "Flying time" or "flight time" means all time recorded in an aircraft trip record from engine start to engine shut-down.

(k) "Duty time" means all flying time, on-call time, time spent on the ground incidental to flight, and also includes standby time, waiting time, dead-heading time, rostered and completed link trainer time, Redifon time and flight training time.

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

(m) "Internal service" means service on an aircraft being flown or operated for or on behalf of the corporation between places within the territorial waters of New Zealand or the islands adjacent thereto excluding Chatham Islands.

(n) "External service" means service on an aircraft operated or flown for or on behalf of the corporation 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.

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

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

(q) "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.

(r) "Tour of duty"—the period between the time a crew member commences preflight duties and the time he is finally relieved of all duties associated with his employment.

(s) A week is a period of seven days commencing 0001 hours on Monday.

(t) "On call time" means such time as is required by the corporation and the corporation's regulations for the officer to be on call at a place of rest away from the airfield.

Hours of Employment

2. The corporation shall be entitled to require its pilots to report for duty and to perform flying and other duties in connection with the operations of the corporation 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. on any day, without payment of any moneys in respect of overtime, shift-work, penal rates and so forth other than those prescribed in clauses 6, 7, 8, 13, 14, 15, 16 and 18: Provided always that the corporation shall at all times and from time to time (except in emergency conditions) fully observe and comply with the requirements and provisions of the Civil Aviation Regulations as amended from time to time, and of Civil Aviation Safety Orders, promulgated by the Director of Civil Aviation relating to the hours of employment of pilots and to the conditions upon and subject to which such pilots shall be entitled to specified periods of rest from performing their duties: Provided always:

(a) A pilot on internal services flying an aircraft and which carries one or two pilots but which does not carry any other flight crew member shall be subject to the following flight time limitations, except in an emergency or when an unforeseen circumstance arises after a tour of duty, has commenced:

(1) He shall not be rostered to fly as a flight crew member in excess of eight hours in any one tour of duty.

(2) He shall not be rostered to fly as a flight crew member in excess of eight hours in any consecutive 24 hours unless he is enabled to have the following rest periods:

(i) At or before the completion of the first eight hours of flight time not less than 10 consecutive hours.

- (ii) At the conclusion of his flight time, at least 12 consecutive hours, including the hours between 10 p.m. and 6 a.m. local time, or, alternatively at least 24 consecutive hours.
- (3) He shall not be rostered to fly as a flight crew member in excess of 35 hours in any seven consecutive days.
- (4) He shall not exceed 90 hours in any calendar month or 250 hours in any three consecutive months. (Duty time shall not exceed 500 hours in any three consecutive months.)
- (5) He shall not fly as a flight crew member in excess of 900 hours in any 12 consecutive months provided that in calculating flight time for the purpose of the limitations prescribed by paragraph 1 and 2 above all waiting time in excess of three hours in any one tour of duty shall be reckoned as flight time.
- (b) All hours flown as deadheading at the corporation'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.
- (c) Officers on annual or sick leave or training courses shall be credited with two hours 40 minutes flying time and five hours 20 minutes duty time for each day of such leave or for each day they are engaged on training courses. The above credits are to apply to weekly, monthly, and three monthly totals only.
- (d) Rosters of crew duties shall be provided by the corporation to cover a minimum of 14 days, and shall be issued at least seven days before their inception.
- (e) 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.
- (f) An officer shall be credited with a minimum of two hours duty once he has reported at the airfield.
- (g) An officer whose rest period away from home base exceeds 12 hours between flight duties shall accrue duty time at the rate of one hour for each complete period of two hours in which his rest period exceeds 12 hours. Duty time accrued in this manner shall apply only to three month duty time totals. Such duty time shall not accrue in the case where rest periods away from home base exceed 12 hours because of a mandatory rest requirement.
- (h) There shall be a working document agreed upon between the corporation and the association and confirmed by exchange of letters. The working document shall be capable of amendment by agreement from time to time. It shall cover amongst other things the detailed application of the intention expressed by subclauses 2 (d) and 2 (e) of this agreement.

Rostered Time Off Duty

3. (a) Every pilot while employed solely on flight duties on internal services shall receive a minimum of five days free of duty at his home base in each two weekly roster period. Of these duty free periods two periods of two consecutive days shall be rostered off with a minimum of two days free of duty each week. Requests for specific day or days free of duty forfeit the right to consecutive days off in that week. In the event of unforeseen circumstances arising beyond the control

of the corporation, which makes it impossible or impracticable to give the days free of duty as provided herein, the corporation shall add such days not given to the next succeeding free of duty period.

(b) Where an employee 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 corporation shall employ its officers and the officer shall serve the corporation in the capacity of pilot or navigator whether in New Zealand or any other part of the world where the corporation may from time to time be operating, or to or from which the corporation'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 pilot or navigator as the corporation may reasonably require.

Service Agreement

5. Notwithstanding the signature of any officer to any service agreement, the provisions of this agreement shall prevail as between the corporation and such pilot or the association in so far as they may be inconsistent with the terms of such service agreement.

Rates of Remuneration

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

CO-PILOTS UNDER TRAINING £908

Year	CO-PILOTS	Basic £	Year	CAPTAINS	Basic £
1	.....	1,291	1	.....	1,949
2	.....	1,391	2	.....	2,027
3	.....	1,466	3	.....	2,101
4	.....	1,541	4	.....	2,177
5	.....	1,702	5	.....	2,253
6	.....	1,777	6	.....	2,329
7	.....	1,852	7	.....	2,405
8	.....	1,927	8	.....	2,481
			9	.....	2,557
			10	.....	2,633
	F.27 +£158			DC.3 +£206	
1	.....	1,449	1	.....	2,155
2	.....	1,549	2	.....	2,233
3	.....	1,624	3	.....	2,307
4	.....	1,699	4	.....	2,383
5	.....	1,860	5	.....	2,459
6	.....	1,935	6	.....	2,535
7	.....	2,010	7	.....	2,611
8	.....	2,085	8	.....	2,687
			9	.....	2,763
			10	.....	2,839

(g) 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.

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

Overtime

7. (a) Duty time 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 in clause 6 of this agreement.

(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 6 of this agreement divided by 1,500.

(c) In lieu of the provisions contained in subclause (a) of this clause, the corporation shall pay to each officer an allowance in addition to his ordinary salary, as follows:

Co-pilots	Per Annum £	Captains	Per Annum £
1st year	55	1st year	155
2nd year	55	2nd year	160
3rd year	55	3rd year	165
4th year	55	4th year	170
5th year	80	5th year	175
6th year	90	6th year	180
7th year	100	7th year	185
8th year	110	8th year	190
		9th year	195
		10th year	200

Daily Expense Allowance

8. (a) An officer who is engaged on a flight on internal services, which necessitates an absence from his base overnight, shall receive an expense allowance of 15s. for each night during which he is absent.

(b) 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 the corporation and the association.

Promotion

9. (a) Promotion of rank shall in all cases and under all circumstances be in the absolute discretion of the corporation, 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 length of continuous corporation aircrew service.

(c) Seniority or grading of pilots 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 the corporation for just cause and upon sufficient grounds. The corporation shall cause a seniority list to be prepared and issued annually as at 30 September, such list to be made readily available to all pilots in the employ of the corporation and to the association.

(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.

(e) If the corporation acquires or absorbs another airline, or is merged, integrated with another, or dissolved, or should the corporation enter into equipment interchange, trackage agreements, sale of routes or similar arrangements, the corporation shall promptly notify the association. Conferences may be initiated by the corporation or the association for the purpose of negotiating a merger of seniority lists and rates of compensation, including superannuation.

Accident Insurance

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

Captains	}	£7,000 (N.Z.)
Other Officers					

(b) Scales for permanent or temporary disablement shall be those set out in the Schedule hereunder:

SCHEDULE OF COMPENSATION

- | | |
|--|---|
| 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 total 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 No. 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. | |
| 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. |

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 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 by the corporation under the Workers' Compensation Act 1922 and amendments, or at Common Law in respect of the death or disablement of any officer.

Superannuation and Pension Scheme

11. The corporation shall continue to maintain the contributory pension scheme submitted to and approved by the association from time to time.

Leave

12. (a) Each officer shall be granted 30 days leave in each year of continuous corporation aircrew service up to 10 years of service, over 10 years of service and up to 20 years of service, 37 days leave, and over 20 years of service, 44 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. Commencing time for duty on the first day following completion of leave shall not be before noon.

(b) The corporation 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 corporation shall arrange and roster an officer's duties on internal services so that the commencing date of a leave period is preceded by a period of not less than 24 hours at the officer's home base.

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

Transport to and from Duty

13. (a) The corporation shall provide transport between the aerodrome and the town offices of the corporation 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 Saturdays, Sundays and public holidays where public transport is not available the corporation 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 corporation'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 corporation

to arrange first class meals, travelling, or hotel accommodation then the corporation shall arrange meals, travelling and hotel accommodation of the best procurable standard. The corporation shall at all times provide or arrange proper and sufficient meals for officers while on duty and time to eat them, except that when convenient for an officer and the corporation on completion of a tour of duty, the corporation may pay to the officer in lieu of a proper and sufficient meal such sum as may be agreed upon from time to time between the corporation and the association.

Transfer Allowances

15. (a) On the transfer of any officer from one permanent base to another, the corporation 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 corporation 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 officer shall be reimbursed any reasonable additional 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 corporation shall provide its officers with uniforms on loan and shall maintain them against fair wear and tear. The officer shall wear such uniform when on duty only and shall use his best endeavours to keep the same in good conditions and shall at his own cost replace same if in the opinion of the corporation replacement shall have become necessary otherwise than as a result of fair wear and tear sustained in the course of duty.

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

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 corporation's medical advisor) 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 action or neglect, 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).

General Conditions

18. (a) No officer by reason of the making of this agreement shall be reduced in his present rank or seniority with the corporation 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 corporation within 30 days of such report being made. Any adverse verbal report, which might prejudice the promotion and/or future of an officer, shall be communicated to him within a reasonable time.

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

(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 corporation.

(f) Any officer shall be entitled, if dissatisfied with any decision given by a superior officer of the corporation 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 navigator shall be entitled to general rights and privileges of a first officer except in so far as this agreement shall make provision otherwise.

(h) At an enquiry the subject of which is professional reputation and not general behaviour, held by the corporation concerning any officer subject to this agreement, which may result in disciplinary action against such officer, the officer may invite an association representative, approved by the Central Board, to attend and act as his counsel at the enquiry.

(i) In the event of a suitable loss of licence insurance scheme being acceptable to the association and the corporation, the corporation shall contribute 75 per cent of the cost of the annual premium in respect of each officer so covered with a maximum of £25 per officer.

Termination of Employment

19. (a) The services of an officer of the flying staff shall be terminable by either the corporation or the officer, by three months' notice in writing: except that during the first 12 months' service, the services of an officer shall be terminable by one calendar month's notice in writing: provided always that the corporation 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 corporation may suspend his services without pay until such licences are obtained.

Disputes Committee

20. The essence of this agreement being that the work of the corporation 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, or any of them, 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

21. (a) Any adult person engaged or employed in any position or employment subject to this agreement by the corporation shall, if he is not already a member of a union of workers bound by this agreement, become a member of such union 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 a union of workers bound by this agreement 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 of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this agreement.

(d) The corporation 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 union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 year or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this agreement.

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

Term of Agreement

22. This agreement, in so far as the provisions relating to salaries to be paid are concerned, shall be deemed to have come into force on the 1st day of October 1964, and so far as all other provisions of the agreement are concerned shall be deemed to have come into force on the 1st day of July 1965, and this agreement shall continue in force so far as salaries and accident insurance are concerned until 30th day of September 1965 and so far as all other conditions are concerned, until the 30th day of June 1967.

In witness whereof the parties hereto have hereunder set their hands this 3rd day of November 1965.

For the New Zealand Airline Pilots' Association Industrial Union of Workers:

E. P. DOWD, Vice-President.

J. V. DICKINSON, Secretary.

Witness to the above signatures—M. E. Kempson.

The common seal of the New Zealand National Airways Corporation was hereto affixed in the presence of:

GEO. A. NICHOLLS }
W. S. ARMITAGE } Directors.