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**New Zealand National Airways  
Corporation Pilots'—Award**

**Dated 17/12/74**

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NOTE: See clause 33 herein for the date on which rates of wages come into force.

NEW ZEALAND NATIONAL AIRWAYS CORPORATION PILOTS'  
AWARD

In the matter of the Aircrew Industrial Tribunal Act 1971 and in the matter of the settlement of an industrial question between the New Zealand Air Line Pilots' Association Industrial Union of Workers (hereinafter called "the Association") and the New Zealand National Airways Corporation (hereinafter called "the Corporation").

The Tribunal pursuant to Section 34 of the Aircrew Industrial Tribunal Act 1971 doth hereby order and award:

That the terms, conditions and provisions set out in the Schedule hereto shall be binding upon the Association and upon every member thereof and upon the Corporation and that the said terms, conditions and provisions are deemed to be and are hereby incorporated in and declared to form part of this award, and further, that the Association and every member thereof and the Corporation 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 Tribunal 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 Tribunal doth further order that this award shall apply only to the grades of Pilots herein referred to and employed by the Corporation on airline duties and shall take effect as hereinafter provided and shall continue in force until the 30th day of June 1975 and thereafter as provided by section 42 of the Aircrew Industrial Tribunal Act 1971.

In witness whereof the seal of the Aircrew Industrial Tribunal hath hereto been affixed, and the Tribunal doth hereunto set his hand this 17th day of December 1974.

(L.S.)

R. K. Davidson.

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 and time spent on the ground incidental to flight. It also includes standby time, waiting time, dead heading time, rostered and completed synthetic trainer time, flight training time and all courses and required office time, together with any time spent at any place at the Corporation's behest or on the Corporation's business.

(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 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 12, 13, 14, 19, 21, 22, 23, 24, and 26: 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 twenty-four 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 ten consecutive hours.
  - (ii) At the conclusion of his flight time, at least twelve consecutive hours, including the hours between 10 p.m. and 6 a.m. local time, or, alternatively at least twenty-four consecutive hours.
3. He shall not be rostered to fly as a flight crew member in excess of thirty-five 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 or during 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 flying time and duty time for each day of such leave or for each day they are engaged on training courses. The above credits which will be established by agreement from time to time between the Association and the Corporation 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 fourteen days, and shall be issued at least seven days before their inception.
  - (e) Wherever practicable, notice of roster changes shall be a minimum of twelve hours, or if the projected duty is to end later than midnight, the minimum period of notice shall be twenty-four 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.

### DUTY HOURS

3. (a) Total duty time on published rosters shall not exceed 80 hours in any one roster period or 45 hours in any one roster week. The actual duty time in any one roster period may be extended to 83 hours duty completed to cover sickness and disruptions.
  - (b) A pilot shall not be rostered for more than eight hours flying or eleven hours duty in one duty period.
  - (c) It may on occasion be necessary to plan to use a pilot up to the maximum permitted by CASO 3.2.1.6. "In the event of disrupted schedules a pilot will be

permitted to extend his maximum flight time to eight and a half hours and his maximum duty time to 12 hours in order that as many as possible of that day's passengers and freight services may be completed".

(d) When a pilot exceeds 12 hours duty it is his responsibility to submit a report to the Chief Pilot giving details of the circumstances. This may be in the form of a written report or teleprinter message, but must be sent within 48 hours of exceeding 12 hours duty.

(e) A pilot shall not exceed the normal single duty period limits of 8 hours flying or eleven hours duty for the purpose of making test flights or internal ferry flights. The extension permitted by paragraph 3.2.1.6. of CASO 3 applies only to passenger and freight flights.

#### CLAIMING OF DUTY TIME

4. Duty time may be claimed as follows –

(a) Normal Tour of Duty – From 45 minutes before first rostered take-off (60 minutes if a meal is required) to 15 minutes after the last landing. Pilots are to remain contactable throughout a period of duty and are not to leave the airport without prior approval of Central Rostering.

(b) Standby – Full duty time from reporting time at airfield until cleared.

(c) On Call: Reserve – Half duty time from commencement, away from the airfield, until cleared.

(d) Passenger Air Travel to Duty – From 15 minutes before scheduled departure time (35 minutes where a meal is required), until 15 minutes after last landing.

(e) Passenger Air Travel After Duty – Duty time ends 15 minutes after last landing as a passenger.

(f) Returning to Home Base – Clause 2/7 of CASO 3 is not to be interpreted to prevent a pilot electing to return to his home base, providing his next duty is properly protected.

The following cases are listed:

- (i) If the pilot is directed to return to his home base, then duty time is to be counted and the appropriate rest period given.
- (ii) If the pilot is directed, or elects, to remain at an overnight base, then his duty period ends, and his rest period commences at the normal times for finishing a duty and he shall be considered as available for duty after the applicable rest period is complete.
- (iii) If the pilot is released from duty and accommodation made available at an overnight base, but is given the choice of returning to his home base, he may elect to do so. In this case duty time ends at the time of release but rest period does not commence until the home base air centre is reached, except that if the resulting rest period does not restrict his employment for any succeeding duties, he may claim duty time until reaching the home base.
- (iv) Any decision to travel in a period exceeding twelve hours after commencing duty must be that of the pilot concerned and he is allowed to remain overnight away from base if he wishes.

(g) Travel by Surface Transport –

1. Normal Operations –

- (i) If arrival at airfield by Corporation transport is more than 15 minutes ahead of the above standard reporting time, then duty time may be claimed from the time of arrival. If a pilot arrives at the airfield later than the laid down report time when making his own transport arrangements, duty time will commence on arrival at the airfield (N.B. Times taken to nearest five minutes). When additional duty time is claimed prior to published report time it is the pilot's responsibility to ensure that Central Rostering is advised of this fact prior to departure so that adequate measures can be taken to protect total hours.

- (ii) Any delay from Corporation transport beyond 15 minutes after the above standard finishing time will count as duty time.

## 2. Diversion Operation –

- (i) At completion of a duty which terminates at a diversionary airfield a pilot may be required to remain overnight or return to main base except that if on arrival at the diversionary airfield duty time exceeds 11 hours the pilot may elect to remain overnight if accommodation can be provided.
- (ii) If the pilot is released from duty with accommodation made available at a diversionary airfield but it given the option of returning to the main base, and he elects to do so, duty time ends at the release from duty at the diversionary airfield. In this case the Pilot travels in his own time.
- (iii) Where required at the employers direction, to return by surface transport, travelling time will be counted as duty time.
- (iv) Duty time so incurred will count towards all duty time limits except that the duty time on the day on which the surface transport is used will not in any manner be restricted in anticipation of the use of ground transport.
- (v) Should it appear that the use of surface transport, at the employer's direction will cause a pilot to arrive at his home base after midnight, and thus infringe a rostered day off, a replacement day off will be provided under the same conditions as apply to penalty days off. The pilot concerned, prior to commencing his surface travel, is required to advise the Aircrew Rostering Office, that he will infringe his rostered day off.
- (vi) In addition to the case specified in C.A.S.O. 3, para. 2.8.2, following an overnight at a diversion airfield, time involved in travel by surface transport to the "normal place of work" may be considered as duty time.

## STANDBY

5. (a) Standby duties will be carried out at the airfield unless specifically authorised to be carried out at another place. Standby duties incur full duty time from commencement of duty until cleared to stand down.

(b) Travel and meal arrangements will be as provided for normal flying duties, except that where approved to standby at a place other than the airfield at his home base, transport and meals will not be provided.

(c) Standby duties shall not be covered by the limitations imposed on the operation of non-scheduled flights where 4 days' notice of change of duties is required.

## ON CALL

6. On call duties will not be assigned to pilots at other than their home base. Pilots on this duty will be credited with half duty time for up to the first 6 actual hours if on call, but thereafter full duty time will apply, except that if required by the Corporation to report to airfield before the first 6 hours have expired full duty time will accrue from arrival at the airfield.

## RESERVE

7. Pilots on this duty will be credited with half duty time for up to the first 4 actual hours of Reserve but thereafter, if required to remain on duty, full duty time will apply, except that if required by the Corporation to report to the airfield before the first 4 hours have expired full duty time will accrue from arrival at the airfield.

## MAXIMUM NUMBER OF LANDINGS – F. 27 AIRCRAFT

8. (a) F. 27 crews may not be rostered to complete more than six sectors in one duty period.

(b) A 7th sector may be flown, at the Captain's sole discretion (provided compliance with (c) below is assured) for any sound operational reason so long as the 7th sector is not used to generate extra revenue not to complete a training check.

(c) The 7th sector may be approved (if approval is requested by the pilot) provided that in accepting the 7th landing, neither pilot will exceed eight hours flight time or eleven hours duty time.

#### ROSTERED TIME OFF DUTY

9. (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. These two periods of two consecutive days shall each consist of a total span rostered off of not less than 64 hours.

Requests for a specific day or days free of duty may be granted. Each request granted for a specific day forfeits the right to either one of the duty free periods for that roster being given consecutively.

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 grant such free of duty day or days expeditiously but in any case not later than in the next roster to be published.

(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.

(c) For ground courses extending over two weeks or more NAC will provide positive travel to home base at weekends subject to the following:

- (i) Travel can only be to home base.
- (ii) Prior to commencement of the course Pilots will be required to nominate whether they wish to travel to home base each weekend, and accommodation will be provided in Christchurch accordingly.
- (iii) Every endeavour will be made to arrange a full weekend at home, i.e., home Friday back Monday, but the concept of days off at temporary base will remain.
- (iv) If a Pilot has elected to travel to home and if positive travel cannot be provided, then days off shall be granted on the basis of one day for each weekend on which staff member did not get home.

#### AREA AND INCIDENCE OF DUTY

10. 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

11. Notwithstanding the signature of any officer to any service agreement, the provisions of this award 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

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

Co-pilots under training – \$4,777.

Co-pilots	Basic	F27 + \$786	V807 + \$1,216	B737 + \$2,512
1st year	\$ 6,991	\$ 7,777	\$ 8,207	\$ 9,503
2nd year	\$ 7,525	\$ 8,311	\$ 8,741	\$10,037
3rd year	\$ 7,914	\$ 8,700	\$ 9,130	\$10,426
4th year	\$ 8,300	\$ 9,086	\$ 9,516	\$10,812
5th year	\$ 9,146	\$ 9,932	\$10,362	\$11,658
6th year	\$ 9,529	\$10,315	\$10,745	\$12,041
7th year	\$ 9,923	\$10,709	\$11,139	\$12,435
8th year	\$10,315	\$11,101	\$11,531	\$12,827

  

Captains	Basic	DC3 + \$1,023	F27 + \$2,499	V807 + \$3,240	B737 + \$6,289
1st year	\$10,462	\$11,485	\$12,961	\$13,702	\$16,751
2nd year	\$10,885	\$11,908	\$13,384	\$14,125	\$17,174
3rd year	\$11,304	\$12,327	\$13,803	\$14,544	\$17,593
4th year	\$11,727	\$12,750	\$14,226	\$14,967	\$18,016
5th year	\$12,149	\$13,172	\$14,648	\$15,389	\$18,438
6th year	\$12,571	\$13,594	\$15,070	\$15,811	\$18,860
7th year	\$12,988	\$14,011	\$15,487	\$16,228	\$19,277
8th year	\$13,412	\$14,435	\$15,911	\$16,652	\$19,701
9th year	\$13,835	\$14,858	\$16,334	\$17,075	\$20,124
10th year	\$14,255	\$15,278	\$16,754	\$17,495	\$20,544
11th year	\$14,631	\$15,654	\$17,130	\$17,871	\$20,920
12th year	\$14,999	\$16,022	\$17,498	\$18,239	\$21,288

(b) A Co-Pilot shall not proceed beyond the fourth year rate until in possession of a senior commercial pilot's licence.

A co-pilot obtaining his ALTP licence after his fourth year of service shall be paid the rates of salary in accordance with his actual seniority as a co-pilot.

(c) Pilots who:

- (i) Were members of the Pilot staff of the Corporation on 1st April 1973, and
- (ii) Hold a Senior Commercial Pilot's Licence or better, and
- (iii) Have served six years as a First Officer

shall from the date of fulfilling all above requirements, commence accruing notional Captain's seniority for the purposes of determining the step at which they will enter the Captain's pay scale on promotion to Captain.

(d) Whenever a Captain or Co-Pilot normally employed on internal services is required to fly an aircraft on an external service, such employee shall be entitled to receive in addition to the salary prescribed in subclause (a) of this clause, an allowance to be agreed upon from time to time between the Corporation and the Association.

(e) Upon promotion of an officer in rank, he shall be paid the appropriate salary for that new rank as from the date he was so promoted and shall be paid as from the anniversary of his promotion in such rank the appropriate salary for the number of years which he has served in that rank as provided in subclause (a) and (b) of this clause.

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

(g) 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 nine-hundredth part of the difference between such rates for each hour or part thereof he flies in the higher capacity.

(h) 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.

(i) 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.

(j) The rates of remuneration prescribed in clause 12 (a) and the allowance in lieu of overtime prescribed in clause 13 (c) shall be adjusted by the same percentage as salary rates in the State Services are adjusted from time to time. Regard shall be taken of movements in the Corporation classified staff salary scale following adjustments to state rates arising from the findings of the Advisory Committee on Higher Salaries.

### OVERTIME

13. (a) Duty time which exceeds 40 hours in any one week shall be paid for at the time and a half rates for the first 15 hours and double time rates thereafter in addition to the appropriate salary prescribed in clause 12 of this award.

(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 12 of this award 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	. . \$273	1st year	. . \$774
2nd year	. . \$273	2nd year	. . \$792
3rd year	. . \$273	3rd year	. . \$821
4th year	. . \$273	4th year	. . \$845
5th year	. . \$398	5th year	. . \$867
6th year	. . \$448	6th year	. . \$891
7th year	. . \$499	7th year	. . \$917
8th year	. . \$545	8th year	. . \$940
		9th year	. . \$966
		10th year	. . \$990
		11th year	. . \$990
		12th year	. . \$990

(d) This allowance shall be adjusted from time to time as provided for in clause 12 (j).

### DAILY EXPENSE ALLOWANCE

14. (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 \$2.75 for each night during which he is absent. Provided that in the case of an unscheduled overnight, i.e., an unexpected overnight of which the pilot is informed only after leaving his home, the amount above is to be doubled.

(b) An officer who is engaged on a flight on external services, which necessitates an absence from his base of more than twenty-four 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

15. (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 award shall not be altered or reviewed unfavourably in consequence of the making of the award 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 or seniority lists and rates of compensation, including superannuation.

#### ACCIDENT INSURANCE

16. The Corporation shall provide personal accident insurance for its officers in accordance with the agreement between the Corporation and the Association.

#### SUPERANNUATION AND PENSION SCHEME

17. The Corporation shall continue to maintain the contributory pension scheme submitted to and approved by the Association from time to time.

#### LEAVE

18. (a) Each officer shall be granted 37 days leave in each year of continuous Corporation aircrew service up to ten years of service, over ten years of service and up to 20 years of service, 44 days leave, and over 20 years of service, 51 days leave. Leave shall be granted in periods of not less than fourteen consecutive days unless the written consent is obtained from the officer to take his annual leave in lesser periods than fourteen days.

(b) The Corporation shall give at least thirty 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.

### LONG SERVICE AND RETIREMENT LEAVE

19. The Corporation will continue to maintain its long service and retirement leave scheme in accordance with the following scale:

Length of Continuous Service	Aggregate Period of Long Service/Retirement Leave
Over 15 years and under 16 years	30 consecutive days
Over 16 years and under 17 years	36 consecutive days
Over 17 years and under 18 years	42 consecutive days
Over 18 years and under 19 years	48 consecutive days
Over 19 years and under 20 years	54 consecutive days
Over 20 years and under 21 years	60 consecutive days
Over 21 years and under 22 years	66 consecutive days
Over 22 years and under 23 years	72 consecutive days
Over 23 years and under 24 years	78 consecutive days
Over 24 years and under 25 years	84 consecutive days
Over 25 years and under 26 years	90 consecutive days
Over 26 years and under 27 years	99 consecutive days
Over 27 years and under 28 years	108 consecutive days
Over 28 years and under 29 years	117 consecutive days
Over 29 years and under 30 years	126 consecutive days
Over 30 years and under 31 years	135 consecutive days
Over 31 years and under 32 years	144 consecutive days
Over 32 years and under 33 years	153 consecutive days
Over 33 years and under 34 years	162 consecutive days
Over 34 years and under 35 years	171 consecutive days
Over 35 years of service	180 consecutive days

After 20 years of continuous service and at any date between then and retirement, the Corporation may, at its sole discretion, grant leave up to the employee's entitlement in accordance with the above scale. Any leave thus granted will be deducted from the employee's entitlement on retirement.

Provided an officer has completed 15 years of continuous service at the date of retirement, he is entitled to benefits according to the above scale either as leave or as a lump sum equivalent to the amount of salary for the leave period.

### LEAVE BANK

20. From the making of this award each officer may have deducted from his annual leave entitlement up to one full day per annum as may be determined from time to time by the Central Board of the Association to be deposited with the Association's "Leave Bank", Leave so deposited may be credited to officers covered by this award and nominated by the Central Board as reimbursement for time spent on Association affairs while such officers are off duty or on leave.

### TRANSPORT TO AND FROM DUTY

21. (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 8 a.m. or finish duty after 10 p.m., or where the duty exceeds nine hours, or on Saturdays, Sundays and public holidays, where public transport is not available, or where the officer is reporting for a rostered duty which will necessitate his absence overnight from his home base, the Corporation shall provide transport or in lieu thereof shall pay the additional expenses incurred by the officer but not exceeding the sum of \$5.48 for any journey.

### ACCOMMODATION AND MEALS

22. **Meals:** Where an officer is assigned to a duty covering a period which requires the provision of a meal or meals the Corporation shall provide or arrange for meals of a standard which is mutually acceptable to both the Corporation and the Association.

In so arranging or providing meals the Corporation will make available sufficient time for the meal to be eaten.

**Accommodation:** Where an officer is assigned to a duty which requires the provision of accommodation the Corporation shall provide accommodation to a standard which is mutually acceptable to both the Corporation and the Association.

**Overseas Travel and Accommodation:** Where an officer is required to travel overseas on the Corporation's business or at its request he shall while travelling and absent be provided with transport, meals and accommodation of a standard which is mutually acceptable to both the Corporation and the Association.

In lieu of providing meals and accommodation the Corporation may pay an allowance which would procure meals and accommodation of an equivalent standard.

In addition an officer will be reimbursed for all other expenses properly and reasonably incurred by him as being incidental to the purpose of his absence.

### TRANSFER ALLOWANCES

23. (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

24. (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 endeavour 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 six monthly in advance 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.

(c) An officer shall, subject to the normal conditions of insurance be covered by the Corporation against loss of, or damage to his luggage and personal effects which accompany him for the purpose of any journey undertaken by him in performance of his duties and which are necessary, therefore, provided such loss or damage does not arise from negligence on the part of the officer.

### SICKNESS

25. 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 twelve 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

26. (a) No officer by reason of the making of this award 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 fourteen 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 fourteen days.

(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 award 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 held by the Corporation concerning any officer subject to this award, the officer may invite a representative approved by the Central Board to attend and act as his counsel at the enquiry.

(i) The New Zealand Airline Pilots' Mutual Benefit Fund (hereinafter called the Mutual Benefit Fund) is approved by the Corporation and the Association as the primary means of covering officers for loss of flying licences. The Corporation will contribute \$125 per annum to the Mutual Benefit Fund for each officer in its employ who is a member of the Fund. Such contribution to be made pro rata on the date of an officer's joining the Fund and thereafter on the 31st day of March each year or at such other time and in such other manner as may be agreed by the Trustees of the Mutual Benefit Fund. Should any officer, whose application to join the Mutual Benefit Fund is refused, or who can satisfy the Trustees that he is subject to exclusions that are to his detriment, elect to arrange a loss of licence policy, the Corporation shall contribute 100% of the cost of the annual premium to an existing scheme not subject to these exclusions, in respect of each officer so covered with a maximum of \$125 per officer.

#### TERMINATION OF EMPLOYMENT

27. (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 twelve 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.

(c) Failure by an officer to obtain an Airline Transport Pilot licence within six years of joining the Corporation shall be sufficient reason for termination of employment.

#### SETTLEMENT OF INDUSTRIAL QUESTIONS ARISING DURING THE CURRENCY OF THE AWARD

28. (a) Where an industrial question arises during the currency of the award which has not been specifically and clearly disposed of by the terms of the award, it shall be dealt with in accordance with the provisions of section 25 of the Aircrew Industrial Tribunal Act 1971.

(b) The essence of this award being that, pending the settlement of any question referred to in subclause (a) of this clause, the work of the employer shall not on any account be impeded but shall at all times proceed as if no such question had arisen, it is hereby provided that:

(i) No worker employed by any employer who is party to the question shall discontinue work, either totally or partially, because of the dispute:

(ii) While the provisions of this clause are being observed, no such employer shall, by reason of the existence of the question, dismiss any worker directly involved in the question.

#### UNQUALIFIED PREFERENCE

29. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within fourteen 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 award so long as he continues in any position or employment subject to this Award.

(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 Award.

(d) Every employer bound by this Award commits a breach of this Award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by an 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 purpose of this clause "adult person" means a person of the age of 18 years 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 Award.

#### SETTLEMENT OF PERSONAL GRIEVANCES

30. Attention is drawn to section 47 of the Aircrew Industrial Tribunal Act 1971 which reads as follows:

"47. Settlement of personal grievances – (1) For the purposes of this section, "personal grievance" means any grievance that an aircrew officer may have against his employer because of a claim that he has been wrongfully dismissed, or that other action by the employer (not being an action of a kind applicable generally to aircrew officers employed by the employer) affects his employment to his disadvantage.

(2) Nothing in this section shall be construed to prevent an aircrew officer from first directly approaching his employer, or his employer's manager, about his personal grievance, the intent being that it is desirable, if the circumstances permit it, for the aircrew officer to do so.

(3) If at any time an aircrew officer has a personal grievance, the following provisions shall apply:

- (a) As soon as practicable after the personal grievance arises, the aircrew officer shall notify the branch secretary or secretary or a duly authorised representative of his union who, if he considers that there is some substance in the personal grievance, shall forthwith take the matter up with the employer or his representative:
- (b) If the matter is not settled by those means, it shall be referred to the Tribunal for settlement:
- (c) The reference to the Tribunal may be made by the employer or his representative or by the aircrew officers union or its representative, or by both:
- (d) The Tribunal, after enquiring fully into the matter and considering all representations made by or on behalf of the parties, shall make a decision or award by way of final settlement, which shall be binding on all the parties.
- (e) Subject to the provisions of this section, the Tribunal may regulate its own procedure.

(4) In the case of all alleged wrongful dismissals, any final settlement, decision, or award made under this section may, if it includes a finding that the officer was wrongfully dismissed, provide for one or more of the following:

- (a) The reimbursement to him of a sum equal to the whole or any part of the wages lost by him:
- (b) His reinstatement in his former position or in a position not less advantageous to him:
- (c) At the option of the aircrew officer, after consultation with the duly authorised representative of his union, the payment to him of compensation by his employer."

#### WAGES AND TIME BOOK

31. The Corporation shall at all times keep a record in English called the wages and time book and the provisions of section 219 of the Industrial Relations Act 1973 relating to this record shall be deemed to form part of this award.

#### REGISTER OF ACCIDENTS

32. The Corporation shall keep a register and shall enter in or attach to the register particulars relating to every accident which occurs to any Pilot of which it has knowledge.

#### TERM OF AWARD

33. This award shall be deemed to have come into force on 1 July 1974 and shall continue in force until 30 June 1975.

In witness whereof the seal of the Aircrew Industrial Tribunal hath hereto been affixed, and the Tribunal hath hereunder set his hand, this 17th day of December 1974.

(L.S.)

R. K. Davison, Aircrew Industrial Tribunal.

## MEMORANDUM

This award, including the operative date of the wages provisions, incorporates the terms of settlement reached by the parties.

The rates of remuneration prescribed by this award are not to be increased by application of the 9% General Wage Adjustment with effect from 1 July 1974 pursuant to the Wage Adjustment Regulations 1974.

The parties to this award have asked that the following "understandings" be recorded and that the parties accept them as being firm and binding on them:

## UNDERSTANDINGS

1. On the printing of the new Award copies will be made available in each DSP's office so that any Pilot who wishes to retain a copy of the Award may do so.

2. Reference Clause 1, Subclause (k): It is understood that the addition is for the purpose of definition. The Corporation will keep records of all this time through the computer and use it for the equalisation of work. It will not be counted towards duty time limitations other than as already done.

3. Reference Clause 9, Subclause (a): It is recognised that the "ground rules" connected with the 64 hour span of time off on the two consecutive days are as determined and incorporated in the Working Document.

4. Reference Clause 18, Subclause (a): Increase in module of leave: This will be achieved by increasing the monthly increments by the requisite amount and will start accruing on the leave records of Pilots from the date of making of the Award.

5. Reference Clause 24 – Uniforms – Subclause (b): The amount is to be \$25 per half year payable in advance commencing with the first half year following the making of the Award. The sum of \$25 is to be escalated from that time in line with C.P.I. (All Groups) six monthly at the same time as the meal voucher.

6. Reference Clause 14, Subclause (a), and Clause 21, Subclause (b): The two rates quoted: "Daily expense" and "maximum for any journey" will become effective as shown but will be escalated at the same time as the meal voucher and to the same formula, i.e., percentage movement per half year in C.P.I. (All Groups).

7. The Leave Bank referred to in clause 20 of the award is to be administered as follows:

- (i) Two records of the Leave Bank shall be kept; one by the Corporation and the other by the Association. These records will be reconciled six monthly and will be available for reference by either party at other times.
- (ii) The Leave Bank shall never exceed in days a number calculated as 120% of the number of pilots on the Corporation's strength nor shall be less than a corresponding calculation of 15% of pilot strength.
- (iii) Individual pilots will apply for leave to the Corporation in the customary manner. The granting of the leave will be at the discretion of the Corporation but will not be unreasonably withheld.
- (iv) If and when the leave has been availed, the Association will inform the Corporation in writing that the specific leave nominated is chargeable against the Leave Bank. The Corporation will then adjust their copy of the Leave Bank record and the pilot's leave record accordingly.