

Please post in a Conspicuous Place accessible to Workers

**Arrangements in Recognition of any
Disadvantage arising out of the
Promotion and Seniority Rights of
Pilots employed by Air New Zealand
Limited Award (N.A.C. Pilots'
Council) — Award**

Dated 12/12/80

**ARRANGEMENTS IN RECOGNITION OF ANY DISADVANTAGE ARISING
OUT OF THE EXECUTION OF THE PROMOTION AND SENIORITY RIGHTS
OF PILOTS EMPLOYED BY AIR NEW ZEALAND LIMITED AWARD (N.A.C.
PILOTS' COUNCIL) – AWARD**

In the Aircrew Industrial Tribunal of New Zealand – In the matter of the Aircrew Industrial Tribunal Act 1971; and in the matter of the arrangements in recognition of any disadvantage arising out of the execution of the promotion and seniority rights of pilots employed by Air New Zealand Limited Award industrial question between the N.A.C. Pilots' Council of New Zealand Air Line Pilots' Association Industrial Union of Workers and Air New Zealand Limited.

The Aircrew Industrial Tribunal, having before it the terms of a settlement arrived at in the above-mentioned industrial question and notified to the Tribunal pursuant to the provisions of section 30 of the Aircrew Industrial Act 1971, hereby orders:

1. That the said terms, conditions and provisions shall be binding on the parties hereto; and

2. That the said parties shall respectively do, observe, and perform every matter and thing by this award required to be done, observed and performed, and shall not do anything in contravention of this award but shall in all respects abide by and perform it.

In witness whereof the seal of the Aircrew Industrial Tribunal hath hereto been affixed and the Chairman doth hereto set his hand, this 12th day of December 1980.

(L.S.)

J. Hall, Chairman.

**AGREEMENT BETWEEN AIR NEW ZEALAND AND THE NAC COUNCIL IN
THE MATTER OF THE AWARD OF THE AIRCREW INDUSTRIAL TRIBUNAL
ON THE SENIORITY RIGHTS OF PILOTS EMPLOYED BY AIR NEW ZEALAND
FOLLOWING THE REPORT OF THE EXPERT WITNESS, PROFESSOR DAVID
E. FELLER**

It is agreed between Air New Zealand and the NAC Council that Air New Zealand shall make the following arrangements in recognition of any disadvantage arising out of the above Award.

In consideration of these arrangements the NAC Council will not seek to raise any further questions of compensation arising out of the Feller Award.

Nothing herein contained shall be construed as a precedent for the future or give rise to other claims or changes to established relativities and the rates of pay established in the Air New Zealand (formerly NAC) Pilots' Award shall remain unaffected except as specifically covered herein.

1. From the date of the above Award (1 July 1980) a number of 'D' pilots in order of seniority who agree to take up a DC-8 command position shall receive the appropriate DC-8 Captain's rate of pay. The number of 'D' pilots paid at this rate shall include those who actually operate the DC-8 as Captain. These pilots shall be paid the DC-8 bypass compensation payment in lieu of all other salary payments including any overseas rate of pay for B737 regional operation, whether paid daily or not, (but excluding marginal payments for executive or training positions which shall be an additional payment while those duties are actually carried out). The same arrangements shall apply in a like manner with respect to DC-10 and/or B747 aircraft when 'I' pilots in excess of the protected numbers hold positions as Captains on those aircraft types.

2. For the purposes of this Agreement and until such time as the 1:1 ratio required under the above Award is reached, the number of 'D' pilots paid in para 1

herein shall be established as at 1st April and 1st October in each year, by joint agreement of Air New Zealand and the NAC Council or its successor organisation, and shall be equal to the number of 'I' command positions on DC-8, DC-10 and/or B747 aircraft in excess of those protected under the above Award (84).

3. Where an actual DC-8, DC-10 or B747 Captain's position is advertised by the Company, it shall be filled in accordance with the provisions of the above Award. Should any pilot in receipt of payment arising out of this Agreement decline the position, as he shall be entitled so to do absolutely and without restriction, payment made under this Agreement will cease to that particular pilot and shall pass to the next most senior 'D' pilot not in receipt of such payment who indicates he is prepared to take that position.

4. If Air New Zealand exercises its discretion not to transfer a pilot within 3 years of his retirement, payment under this Agreement will continue and become personal to officer and the actual equipment category position will accrue to the most senior 'D' pilot who is eligible and prepared to accept the position.

5. An initial number of 'D' pilots in order of seniority of those who agree to take up B737 Captain positions will receive the appropriate B737 rate of pay from the date each 'I' pilot flies in command of a B737, as prescribed below.

This initial number, being five, was established by mutual agreement in consideration of those pilots under training at 1st October 1980, being seven 'I' pilots for the B737 reduced by two 'D' pilots for the DC-8.

The subsequent number of 'D' pilots receiving such payments will be established by joint agreement of Air New Zealand Ltd and the NAC Council, or its successor organisation, as equal to the number of 'I' pilots who actually fly in command of a B737 discounted by 50% of the number of 'D' pilots who actually fly in command of a DC-8. For this purpose the 3rd and each succeeding odd numbered 'D' pilot who actually flies in command of the DC-8 shall be deemed to be the discounted pilot of each successive two 'D' pilots who actually fly in command of DC-8 aircraft.

The effective date of payment of each individual 'D' pilot shall be governed by the effective command dates of the abovementioned 'I' pilots, on a one for one basis except where this is delayed by the abovementioned discounting.

6. Under paragraph 5 if a subsequent actual B737 Captain position becomes available to a 'D' pilot under the above Award, who is in receipt of payment under this agreement and the particular pilot declines the position, as he shall be entitled so to do absolutely and without restriction, then his payment under this agreement shall cease and accrue to the next most senior 'D' pilot not in receipt of such payments who indicates he would be prepared to accept the position.

7. Following the receipt of payment to the initial five 'D' pilots, any 'D' pilot who commences his conversion training to the DC-8 prior to the completion by any corresponding 'I' pilot's conversion to the B737, for discounting purposes the completion dates shall be deemed to coincide.

In the event that the 'D' pilot's training is cancelled prior to its completion any discounting will be ignored and retrospective bypass compensation will be made to the appropriate 'D' pilot.

8. Where the numbers defined in paragraphs 2 and 5 herein drop, any payment already made shall not cease but shall continue on a personal to officer basis until the number calculated rises or the rate for the position held by that pilot exceeds the amount of such payment.

9. In the event of new aircraft types or classes not yet ordered or stated in this agreement being introduced into service, this agreement will be reviewed in the light of the circumstances then prevailing.

D. R. A. Eden, Director of Flight Operations.

R. W. Ellery, Chairman, N.A.C. Council, N. Z. Airline Pilots Association.

MEMORANDUM

This agreement embodies the terms of settlement arrived at between the parties and filed with the Registrar of the Aircrew Industrial Tribunal.

The Tribunal accepts the documents as submitted by the parties but considers that some anomalies or difficulties may arise, particularly in relation to any future awards affecting airline pilots.

Pursuant to section 30(4) of the Aircrew Industrial Tribunal Act 1971 the agreement is deemed to be an award of the Tribunal.

(L.S.)

J. Hall, Chairman.