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**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 (Overseas Branch 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 (OVERSEAS BRANCH 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 Promotion And Seniority Rights of Pilots Employed By Air New Zealand Limited Award industrial question between the Overseas Branch Council of the 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 Tribunal 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. R. P. Horn, Chairman

Agreement between Air New Zealand and the Overseas Branch Council in the Matter of the Award of the Tribunal following the Report of the Expert Witness, Professor David E. Feller

It is agreed between Air New Zealand and the Overseas Branch 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 Overseas Branch 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 Limited Pilots' & Navigators' (Overseas) Award shall remain unaffected except as specifically covered herein.

1. From the date of the Award a number of 'I' pilots who agree to take up B737 Captains' positions (excluding those previously bypassed for command) shall receive the appropriate B737 rate pay. The number of 'I' pilots paid at this rate shall include those who actually operate the B737 as Captain. The number and rate of payment shall be the greater of 15 or the number calculated as follows:

(a) The number of 'I' pilots shall be established at 1st April and 1st October by calculating the total number of Captains required by the Company to operate all B737 overseas services.

Less

(i) 50% of those required to operate overseas flying undertaken on behalf of another operator.

(ii) The number of Captains required to operate the domestic services flown by the DC-8, DC-10 or B747.

Where the number determined under paragraph 1. and 1 a) (i) and (ii) drops, any payments already made shall not cease but the payment shall become personal to officer until either the number calculated rises or the rate for the job held by that officer exceeds this amount.

- (b) The B737 rate of pay shall be the appropriate B737 rate of pay as determined by the Air New Zealand (formerly NAC) Pilots' Award, plus the compounded annual percentages for overseas flight pay and pilot navigation pay used as the basis for calculating the daily rate paid to domestic pilots who fly on B737 overseas operations.

2. In addition to the arrangements set out in para. 1. herein, the most senior 'I' pilot qualified to fill the vacancy shall, from the date of promotion of each 'D' pilot who fills the DC-8, DC-10 or B747 Captain vacancy, receive the appropriate DC-8, DC-10 or B747 Captain's rate of pay.

3. In the event of new aircraft types or classes not yet ordered being introduced into service, this Agreement may be reviewed in the light of the circumstances then prevailing.

D. R. A. Eden, Director of Flight Operations
J. A. Nelson, Chairman, Overseas Branch Council, NZ ALPA

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. R. P. Horn, Chairman