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AIR NEW ZEALAND LIMITED CABIN CREW MEMBERS' INTERNATIONAL (CREW COMPLEMENT) — COLLECTIVE AGREEMENT (VOLUNTARY)

Dated 11/8/82

NOTE: See clause 7 herein for the date on which rates of wages come into force.

Form 6

Under the Industrial Relations Act 1973

REGISTERED COLLECTIVE AGREEMENT

In the matter of the Industrial Relations Act 1973; and in the matter of the Air New Zealand Limited Cabin Crew Members' International (Crew Complement) dispute of interest between the Airline Stewards and Hostesses of New Zealand Industrial Union of Workers AND Air New Zealand Limited.

The Arbitration Court, having before it the terms of a voluntary settlement arrived at in the above-mentioned dispute of interest and submitted or notified to the Court pursuant to the provisions of section 65 of the Industrial Relations Act 1973, hereby registers as a collective agreement the terms, conditions, and provisions set out in the form of submission or notification attached hereto and 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 collective agreement required to be done, observed, and performed, and shall not do anything in contravention of this collective agreement but shall in all respects abide by and perform it.

In witness of the registration of this collective agreement the seal of the Arbitration Court has hereto been affixed and a Judge of the Court has hereunto set his hand, this 11th day of August 1982.

(L.S.)

J. R. P. HORN, Chief Judge.

Section 65

Form 5

Regulation 9 (4)

Under the Industrial Relations Act 1973

SUBMISSION OF VOLUNTARY SETTLEMENT FOR REGISTRATION

In the matter of the Industrial Relations Act 1973; and in the matter of the Air New Zealand Limited Cabin Crew Members' International Dispute of Interest 1982 between the Airline Stewards and Hostesses of New Zealand Industrial Union of Workers and Air New Zealand Limited.

To: The Registrar of the Arbitration Court:

We hereby submit to you a signed copy of the terms of voluntary settlement of the abovementioned Dispute of Interest arrived at by the parties pursuant to Section 65 of the Industrial Relations Act 1973, for registration by the Arbitration Court as a Collective Agreement.

Dated at Auckland this 12th day of July 1982.

For and on behalf of Air New Zealand Limited:

- T. M. Arnold, Industrial Advocate, Authorised Agent.
- G. B. Campbell, Cabin Crew Manager, Authorised Agent.

For and on behalf of the Airline Stewards and Hostesses of New Zealand Industrial Union of Workers:

I. T. Hambly, President.

T. C. Crossley, Assistant Secretary, Authorised Agent.

AIR NEW ZEALAND CABIN CREW MEMBERS' INTERNATIONAL VOLUNTARY COLLECTIVE AGREEMENT

TERMS OF VOLUNTARY SETTLEMENT UNDER SECTION 65 OF THE INDUSTRIAL RELATIONS ACT 1973

ARRANGEMENT

- 1. Scope of Agreement
- 2. Intent of Agreement
- 3. Aircraft Crew Complement
- 4. Rank Structure
- 5. General
- 6. Interpretation of Agreement
- 7. Term of Agreement

1. SCOPE OF AGREEMENT

This agreement shall apply to cabin crew members covered by the Air New Zealand Limited Cabin Crew Members (International) Award Document 862.

2. INTENT OF AGREEMENT

In recognition of the Airline Stewards and Hostesses Union concurring to co-operate with the Company in effecting reductions in Cabin Crew complements on Company B747-200 series aircraft operating on international sectors the Company agrees to the following:

a) The Company will not effect redundancies of International Cabin Crew as a direct consequence of the crew reduction programme based on a fleet of 5 B747-200 aircraft and the planned shape of the network at the date of sole operation of that fleet on Company services.

b) Should the existing fleet, route structure, frequencies, level of service, and/or configurations alter to the extent that further surplus staff arise, the Company reserves the right to address this circumstance under the terms of the Award.

c) The Company acknowledges, however, that it may only exercise such prerogative on the numbers of cabin crew directly affected by any change in such circumstances.

3. AIRCRAFT CREW COMPLEMENT

Crew Complement

All flights operated by the B747-200 series aircraft shall be rostered with a cabin crew complement of 15 cabin crew members, except:

- a) In recognition of the Company's obligation to meet Civil Aviation requirements in respect of flights with a planned duty of over 13 hours, the proposed Auckland/Port Moresby/Hong Kong and return operation with effect from November 1982 shall be rostered with a cabin crew of 17.
- b) For commercial reasons the Los Angeles/London/Los Angeles service will be rostered with 17 cabin crew with effect 25 August 1982. This is in recognition of the Company's entry into a new, highly competitive route requiring promotion and "live" market evaluation.
- c) The Company reserves the right to review the Los Angeles/London/Los Angeles operation at a later date.

4. RANK STRUCTURE

a) The B747-200 series aircraft will be rostered with the following positions:

One Chief Purser

One Purser

Three Assistant Pursers

Three Senior Cabin Crew Members

Seven Cabin Crew Members

b) For those services referred to in Clause 3 (a) and (b) above two additional cabin crew members will be rostered in addition to the basic crew complement of 15.

5. GENERAL.

a) The parties acknowledge that the cabin crew complement and rank structure is based on the service standards as determined by the Company as at 04 August 1982.

b) The Union acknowledges that the standard of cabin service is at the discretion of the Company, however, the Company will in determining such standards consult with the Union in an endeavour to reach an agreement.

c) The standards of service, duties and responsibilities of all cabin crew will be those as set out in the Company's Inflight Service Manual.

6. INTERPRETATION OF AGREEMENT

Should the parties disagree on the effective operation of the agreement the parties shall meet in order to resolve the matter. Failing agreement the matter shall be referred to a Disputes Committee as prescribed under Clause 24 of the Award.

7. TERM OF AGREEMENT

This Agreement shall come into force on the 04th day of August 1982 and shall remain in force until the 04th day of August 1983.

Dated at Auckland this 12th day of July 1982.

For and on behalf of Air New Zealand Limited:

T. M. Arnold, Industrial Advocate.

G. B. Campbell, Cabin Crew Manager.

For and on behalf of the Airline Stewards and Hostesses of New Zealand Industrial Union of Workers:

I. T. Hambly, President.

T. C. Crossley, Assistant Secretary.

STATEMENTS OF THE PARTIES

The following Statement is recorded at the Union's request.

The Company's ability to operate duty periods in excess of 12 hours on B747-200 series aircraft with the payment of 7 hours pay credit was in recognition of 17 cabin crew being rostered on all flights.

The following Statement is recorded at the Company's request.

The rank structure and inflight crew rest facilities where applicable pertaining to the B747-200 series aircraft was in recognition of 17 cabin crew rostered on all flights based on the configuration of the B747-200 series aircraft at the time of its introduction.

MEMORANDUM

This collective agreement incorporates the terms of voluntary settlement arrived at by the parties and forwarded to the Court for registration pursuant to section 65 of the Industrial Relations Act 1973.

Having regard to prevailing circumstances the Court has, pursuant to section 92(2) of the Industrial Relations Act 1973, consented to the specified period for which this collective agreement is to continue in force being less than one year from the date of registration.

(L.S.)

J. R. P. HORN, Chief Judge.