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SAFE AIR LIMITED PILOTS — AWARD

Dated 23/7/86

NOTE: See clause 00 herein for the date on which rates of wages come into force.

**SAFE AIR LIMITED AGREEMENT PURSUANT TO
CLAUSE 4 OF THE SAFE AIR LIMITED
PILOTS' AWARD**

In the Aircrew Industrial Tribunal — In the matter of the Aircrew Industrial Tribunal Act 1971; and in the matter of the above agreement between the New Zealand Air Line Pilots' Association Industrial Union of Workers and Safe Air Limited.

The Aircrew Industrial Tribunal, having before it the terms of a settlement arrived at in the above-mentioned award 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 23rd day of July 1986.

(L.S.)

J. R. P. HORN,
CHIEF JUDGE, CHAIRMAN.

**AGREEMENT BETWEEN SAFE AIR LIMITED AND THE NEW
ZEALAND AIRLINE PILOTS' ASSOCIATION (ALPHA) PURSUANT
TO CLAUSE 4 OF SAFE AIR LIMITED PILOTS' AWARD**

An agreement between Safe Air Limited and The New Zealand Airline Pilots Association in accordance with Clause 4 of the Safe Air Limited Pilots Award

INTENT OF AGREEMENT

It is the intent of the parties to agree to a means by which the incumbent Product Development Manager may operate a particular type of aircraft, as a First Officer, on service other than which an air crew First Officer would be entitled to operate under the normal provisions of the Safe Air Limited Pilots Award, in order to fulfil an undertaking by Safe Air Limited to the Product Development Manager, and to do so in such a way as not to deny any First Officer their rights under the provisions of the award.

It is further the intent that the Product Development Manager whilst operating the aircraft of Safe Air Limited on service, under the terms of this agreement, will be surplus to the crewing establishment for the aircraft type.

TERMS OF AGREEMENT

1. Position.

The position nominated as PRODUCT DEVELOPMENT MANAGER and filled by Dr. S. D. Truman.

2. ALPA Membership and Seniority.

The Product Development Manager shall be required to remain a member of ALPA during the tenure of her appointment with Safe Air Limited, but shall retain seniority on the Air New Zealand seniority list (i.e. No 389 F/O F27 CHC Branch) throughout such tenure.

3. ALPA accepts for its part that the Product Development Manager be permitted, from time to time, to operate as a First Officer on Company

aircraft on service, in order to fulfil an undertaking of Safe Air Limited to the Product Development Manager.

In so operating, it shall be the responsibility of the Product Development Manager to ensure that all currency requirements for the exercising of the privileges of her licence are met.

With regard to any such undertaking which Safe Air Limited may have to the Product Development Manager it is accepted that this may change at short notice.

In order not to impose any burdens on the reserve system, all services will initially be rostered to be crewed by line First Officers.

Trips which may be flown by the Product Development Manager will be specifically annotated on the roster.

When the Product Development Manager exercises the privileges of the agreement, the First Officer displaced from the roster shall be deemed to have flown the duty, i.e. the displaced First Officer shall be credited with and shall receive:

(a) Actual duty and flight times (Note: For rest period purposes only)

(b) Appropriate rest periods

as have been credited to and have been incurred by the Captain crewing the duty from which the First Officer has been displaced.

A First Officer initially rostered for an annotated duty will, on any occasion the Product Development Manager flies such a duty, be allocated an unassigned day and be unavailable to the Company for any duty except for reallocation of the original duty. (i.e. where the total duty as rostered is changed in accordance with Roster Changes — Working Document 1-5).

4. Safe Air Limited undertakes that the Product Development Manager will not be used by the Company to fly any aircraft for the purpose of breaking an ALPA strike, or to circumvent any other form of industrial action.

5. Notice of exercising her privilege in accordance with this agreement shall be notified to the “to be displaced First Officer” not less than twelve hours prior to the commencement of the duty, or twenty-four hours if the duty involves a stopover. Having made such a notification, the Product Development Manager shall not withdraw from her intention to crew the duty at less than the above stated times. i.e. Having said “Yes” to a duty, may not say “No” without at least twelve or twenty-four hours notice as the case may be.

6. Whilst crewing the duty as a First Officer, all award conditions and all limitations imposed on the Captain — by Award, CASO or any other reason — shall, without question, be imposed upon the Product Development Manager.

TERM OF AGREEMENT

This agreement shall be deemed to have come into force on the 16th day of December 1985, and shall remain throughout the tenure of Dr. S. D. Truman as PRODUCT DEVELOPMENT MANAGER.

Notwithstanding, the parties reserve the right for either party to withdraw from this agreement prior to the above upon giving one month’s notice with the understanding that such a withdrawal by either party would cancel the privilege of the PRODUCT DEVELOPMENT MANAGER to crew Safe Air Limited aircraft.

For and on behalf of:
SAFE AIR LIMITED

W. R. TANNOCK, GENERAL MANAGER.

For and on behalf of:
NEW ZEALAND AIRLINES PILOTS ASSOCIATION
CAPTAIN A. DODWELL, INDUSTRIAL DIRECTOR.

We further agree to meet before June 30, 1986 for the mutual benefit of both parties to discuss any area of concern to either party.

For and on behalf of:
SAFE AIR LIMITED
W. R. TANNOCK, GENERAL MANAGER.

For and on behalf of:
NEW ZEALAND AIRLINE PILOTS ASSOCIATION
CAPTAIN A. DODWELL, INDUSTRIAL DIRECTOR.

IN WITNESS WHEREOF the seal of the Aircrew Industrial Tribunal has hereto been affixed and the Chairman of the Tribunal hath hereunder set his hand, this 23rd day of July 1986.

(L.S.)

J. R. P. HORN,
CHIEF JUDGE, CHAIRMAN.