

NATIONAL AIRWAYS CORPORATION AND TASMAN EMPIRE  
AIRWAYS, LIMITED, **AIRCRAFT RADIO OFFICERS**—AWARD

*[Filed in the Office of the Clerk of Awards, Wellington]*

In the Court of Arbitration of New Zealand.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the New Zealand Radio Officer's Industrial union of Workers (hereinafter called "the union") and the undermentioned corporation and company (hereinafter called "the employers") :—

New Zealand National Airways Corporation, Wellington.  
Tasman Empire Airways, Limited, Auckland.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them 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 Court 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 Court doth further order that this award shall take effect as hereinafter provided, and shall continue in force until the 31st day of March, 1951, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 1st day of June, 1950.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

##### *Definitions*

1. In this schedule "hours of work" means all flying-time.

"Flying-time" means all flying-time as recorded in the *Aircraft Journey Log Book* as from buoy to buoy or from chock to chock.

### Certificates

2. Radio Officers shall obtain and retain such certificates as may be required by the employers' approved Operations Manuals.

### Hours of Work

3. (a) The normal hours of work shall not exceed 85 hours each calendar month, or 250 hours each three calendar months, or 1,000 hours each year. All work done in excess of 250 hours of work in any three calendar months shall be deemed to be overtime and shall be paid for as provided for in clause 6 hereof. The three calendar monthly periods for the purpose of this subclause shall finish on the last days of the months of March, June, September, and December of each year. For all holidays and leave, hours of work shall be reduced at the rate of 85 hours per calendar month. All local hours of work shall be credited at double the ordinary rate of flying-time.

(b) Officers shall not be required to do any flying 24 hours before or after a scheduled round trip unless in exceptional circumstances.

### Wages

4. (a) The minimum rates of wages shall be as follows:—

Rank.	1st Year.	2nd Year.	3rd Year.	4th Year.	5th Year and Thereafter.
	£	£	£	£	£
Probationer ..	425	(non-flying)	..	..	..
2nd Grade ..	550	575	Promoted	1st grade in 2nd year.	
1st Grade ..	650	675	700	725	750
Senior ..	700	725	750	775	800

For the purpose of calculating the period of service with the employer any period of service as probationary radio officer shall not be taken into account.

(b) While engaged on a service which includes trans-oceanic flights (that is, flights from New Zealand to any place outside New Zealand, including to Chatham Islands) each Radio Officer shall be paid a trans-oceanic allowance at the rate of £125 per annum. Such payments shall continue during periods of leave or holidays.

(c) Radio Officers who hold a Class 2X licence shall receive a payment of £30 per annum in addition to their ordinary salary.

(d) Any Radio Officer who is engaged on a flight which necessitates an absence from his home base of more than 24 hours shall receive an overseas allowance of 5s. for each 24 hours or part thereof during which he is so absent.

(e) The wages shall be paid either weekly or monthly as may be mutually agreed upon. Failing agreement wages shall be paid weekly.

#### *Holidays*

5. After twelve months of service officers shall receive one month's holiday on full pay, such holiday to be taken under such circumstances as may be mutually agreed.

For the purpose of this clause one month is deemed to be 30 days inclusive of Saturdays, Sundays, and statutory holidays.

#### *Overtime*

6. (a) All overtime shall be paid for at double the ordinary rate of pay. For the purpose of this clause the ordinary hourly rate of pay shall be ascertained by dividing the total annual rate of pay under subclauses (a) and (b) of clause 4 hereof by 1,000.

(b) If the hours of work of any Radio Officer exceed ten in any period of 24 hours (calculated from the commencement of any flight) without a break of at least ten hours, all hours of work in excess of ten hours during that period of 24 hours and until the end of any flight in which the Radio Officer may be engaged at the expiration of that period of 24 hours shall be deemed to be overtime and shall be paid for at the rate provided in subclause (a) hereof.

(c) Any amounts paid for overtime pursuant to subclause (b) hereof shall be allowed in reduction of any amounts found to be payable in respect of overtime in the same three calendar monthly period pursuant to the provision requiring payment of overtime for hours of work in excess of 250 in any three calendar monthly period.

#### *Classification and Promotion*

7. (a) Probationary Radio Officers (non-flying) may be employed for such periods as may be necessary. When transferred to flying duties such probationary Radio Officers shall be classified as "Radio Officer 2nd Grade."

(b) Radio Officers 2nd Grade may be promoted at the discretion of the employer, but will be promoted to 1st Grade on gaining 1,500 hours' air experience or on completion of 18 months' service in 2nd Grade with the employer, whichever is the sooner.

(c) The Senior Radio Officer shall be the officer appointed by the employer to be in charge of Radio Officers.

#### *Accommodation*

8. All officers shall receive free board and accommodation of a similar standard to that provided for the Senior Officer from the day of departure to the day of return to the base.

#### *Base*

9. For the purpose of this award all officers shall be based on Auckland or on such other places as may be mutually agreed between the employer and the union.

#### *Uniforms*

10. The employer shall provide uniforms for all officers and maintain them against fair wear and tear.

#### *Disputes*

11. All disputes arising from or incidental to the employment of Radio Officers shall be referred immediately to the employer and the union, whose representatives shall immediately confer to effect a settlement. If a settlement is not reached, the matter shall be referred to an independent person agreed upon by the employer and the union, or failing agreement, shall be referred to a Conciliation Commissioner, who shall settle the question.

Should the decision be not agreed to by either party, they shall have the right to appeal to the Court of Arbitration within fourteen days.

#### *Termination of Employment*

12. The employment may be terminated by the officer or the employer giving one month's notice in writing of his intention so to do. Notwithstanding the foregoing it shall not prevent the employer taking instant action for misconduct.

*Superannuation and Insurance*

13. (a) Officers shall, if they so desire, participate in the employers' Superannuation Scheme.

(b) Each employer shall in respect of each Radio Officer in his employ take out and maintain for the benefit of the officer and his dependants an accident insurance policy under which the sum payable in the event of death shall be not less than £1,500. Any amounts payable under any such policy shall be in addition to (and shall not be deemed to reduce) any amount which may be payable by the employer under the Workers' Compensation Act, 1922, or at common law, in respect of any accident occurring to the officer.

*Sickness*

14. (a) Officers contracting any illness or accident whilst in the employ of the employer shall be paid full basic wages until recovery with a maximum period of six months for any one illness or accident. A medical certificate shall be produced if requested by the employer.

(b) All medical and other expenses incurred by such illness or accident shall be paid for by the employer.

(c) Subclauses (a) and (b) shall not apply where the illness or accident is caused by the officers own action or neglect.

(d) Officers shall, where practicable, attend such medical practitioner or enter such hospital as is nominated by the employer.

*Duties*

15. (a) Radio Officers shall not be required to perform any other duties than those scheduled in the employers' Operations Manuals.

(b) When ground appointments are being made, the appointment of Radio Officers in the employer's service shall be given favourable consideration.

*Responsibility*

16. Radio Officers shall be responsible to the captain of the aircraft in which they are serving or to the Senior Radio Officer at the base.

*Union*

17. The Radio Officers shall become and remain members of the New Zealand Radio Officers' Industrial Union of Workers.

*General*

18. (a) Should an officer be seconded to another employer he shall be deemed to be covered by this award in as far as it is of benefit to him to be so covered.

(b) Should the services of an officer be terminated at any other place than the base for any reason whatsoever, such officer shall be provided with first-class fares and accommodation to the base and his salary shall not cease until his arrival at the base, except for any period during which his services were not available to his employer.

*Scope of Award*

19. This award shall apply only to the parties named herein.

*Term of Award*

20. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of July, 1949, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 31st day of March, 1951.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 1st day of June, 1950.

[L.S.]

A. TYNDALL, Judge.

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*MEMORANDUM*

The award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

Wages have been made payable retrospectively, in accordance with the agreement of the parties.

A. TYNDALL, Judge.