

**IN THE EMPLOYMENT RELATIONS AUTHORITY  
AUCKLAND**

[2012] NZERA Auckland 399  
5394790 and 5394794

BETWEEN

NEW ZEALAND  
AMALGAMATED  
ENGINEERING, PRINTING  
AND MANUFACTURING  
UNION INC.  
First Applicant

AVIATION AND MARINE  
ENGINEERS ASSOCIATION  
INC.  
Second Applicant

A N D

AIR NEW ZEALAND  
LIMITED  
Respondent

Member of Authority: K J Anderson

Representatives: A-M McNally, Counsel for First Applicant  
A Maelzer and J Clark, Counsel for Second Applicant  
A Caisley, Counsel for Respondent

Investigation Meeting: 30 October 2012 at Auckland

Date of Determination: 14 November 2012

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**DETERMINATION OF THE AUTHORITY**

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**The nature of the dispute**

[1] The Authority has received two separate applications; one from the New Zealand Amalgamated Engineering, Printing and Manufacturing Union Inc. (“EPMU”) and the other from the Aviation and Marine Engineers Association Inc. (“AMEA”). For practical purposes the two applicant parties will be referred to, where joint mention is appropriate, as “the Unions”. While the Unions have filed separate applications with the Authority, they have a common dispute with the respondent, Air New Zealand Limited (Air NZ).

[2] The dispute relates to the interpretation, application, or operation of the coverage clauses contained in the respective collective employment agreements that the Unions are parties to with Air NZ. In regard to the EPMU, the collective employment agreement (CEA) is the *Aircraft Engineering Employees Collective Agreement*, commonly referred to as the Green Book. For the AMEA, the collective employment agreement, that also has the same title, is commonly referred to as the Blue Book. And, relevant to the dispute, the AMEA and Air NZ are parties to another collective employment agreement, the *Line Maintenance Engineers Collective Employment Agreement*, commonly referred to as the Purple Book.

[3] The dispute has arisen because Air NZ proposes to restructure its aircraft maintenance operations. Specifically, Air NZ proposes to disestablish particular roles where the employees are under the coverage of the Purple Book. These employees currently, only perform certain maintenance work, commonly referred to as line maintenance. The roles involved, under the coverage of the Purple Book are namely: Aircraft Engineer (AME), Licensed Aircraft Maintenance engineer (LAME), and Team Leader.

[4] On the other hand, Air NZ proposes to create additional generalist aircraft maintenance roles that would be provided for under the coverage of the Green Book and the Blue Book, as is currently the situation for the relevant roles. These positions are: Lead Hand, 2 IC, Certifying Engineer - QCA/RTS, Certifying Engineer - QC, Aviation Engineer 3 (AE3), Aviation Engineer 2 (AE2) and Aviation Engineer 1 (AE1).<sup>1</sup>

[5] Under the proposal advanced by Air NZ, it is the intention to offer ongoing employment to all but 20 of the Team Leaders, LAMEs and AMEs.<sup>2</sup> It is envisaged that employees currently employed in the foregoing roles (except for about 20)<sup>3</sup> will be offered employment in the role of Lead Hand, 2IC, QCA/RTS, QC, and AE3-1. It is proposed to use these generalist roles, as provided for under the coverage of the Blue Book and the Green Book, to meet all of the company's general aircraft maintenance requirements.

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<sup>1</sup> For the purposes of this determination the foregoing positions will be referred to as the Green and Blue Book groups.

<sup>2</sup> Currently under the coverage of the Purple Book

<sup>3</sup> It is envisaged that there will be about 20 redundancies and volunteers to accept voluntary redundancy have apparently been identified.

[6] However the Unions say that the work carried out by AMEs, LAMEs and Team Leaders, under the coverage of the Purple Book, is separate to that carried out by employees employed under the coverage of the Blue and Green Books. Therefore, this work (line maintenance) cannot simply be absorbed by the Green and Blue Book groups of employees, whether they are currently employed, or when new positions are established, as proposed by Air NZ.

### **The remedies sought by the Unions**

[7] The Unions require:

- (a) a determination from the Authority that the coverage clauses in the Blue Book and the Green Book do not cover the work performed in line maintenance;
- (b) an order for compliance, requiring Air NZ to refrain from instructing employees to do line maintenance work outside the coverage of the Blue Book and the Green Book;
- (c) a permanent injunction to prevent Air NZ from proceeding with the proposed restructuring, as the Blue and Green Books do not cover the work to be done by the new/additional roles that Air NZ proposes to create.

[8] The Authority has heard evidence for the EPMU from Mr John Hugo, an Aircraft Engineer; and for AMEA, from Mr Shane Harkness and Mr Gerald Wade, Licensed Aircraft Maintenance Engineers. For Air NZ there is evidence from Mr Robert De Groot, General Manager Aircraft Maintenance, Mr Viv De Beus, Manager – Christchurch Maintenance Base, and Mr Christopher Mills, General Manager – People. The parties have provided a number of relevant documents and appropriate submissions. All of the available material has been closely considered by the Authority, albeit it may not be specifically referred to in this determination.

### **Background summary**

[9] Air NZ currently employs approximately 807 people whom are employed in the roles of Lead Hand, 2IC, QCA/RTS, QC, AE3, AE2 and AE1. These employees are members of the AMEA or the EPMU and their terms and conditions of

employment are provided for by the Blue Book and Green Book respectively. Apart from obvious references to the respective Unions, the provisions of the two CEAs are largely identical.

[10] In addition to the employees referred to above, there is another group of engineering employees engaged by Air NZ to carry out what is referred to as line maintenance work. This group of employees, of whom there are approximately 200, are members of the AMEA and are employed under the terms and conditions of the Purple Book in the roles of Team Leader, LAME and AME.

[11] The employees whom come under the coverage of the Purple Book are engaged in what is defined as line maintenance (line engineering work) at the Auckland International, Auckland Domestic, Wellington and Christchurch airports. It seems to be commonly accepted that line maintenance work is mostly associated with the checks required when an aircraft arrives at the landing gate and is temporarily taken out of service but (generally) is still on the runway (or ramp).

[12] The work involved includes carrying out mandatory checks such as engine damage, bird strikes, hydraulic/oil leaks, fuel leaks, air frame damage, brake and tyre wear, basic interior checks and in some cases, reconciling fuel levels. These checks are normally carried out within a time period of one or two hours. The line maintenance work also includes overnight repair and maintenance activity occurring on aircraft that are parked at the end of a days flying and expected to depart the next morning. This work can be either minor defect rectification work or more substantial planned or unplanned maintenance work that can be completed overnight, before the next scheduled departure. Line maintenance work is also carried out for other airline operators in addition to that required by Air NZ.

[13] In addition to line maintenance work, there are two other categories of aircraft engineering work:

- (i) Light Maintenance – where an aircraft is out of service for slightly longer periods; and
- (ii) Heavy Maintenance – where an aircraft may be out of service for a week or more.

## **Background to the proposal to restructure aircraft maintenance work**

[14] Mr Robert De Groot is the General Manager Aircraft Maintenance for Air NZ. He has been employed in the engineering division of the company for approximately 40 years. The evidence of Mr De Groot is that until 1993, Air NZ used to undertake all of its aircraft engineering work using a single integrated workforce that carried out all of the heavy, light and line maintenance work. All of the engineering employees were then employed under the terms and conditions of the (then) versions of the Blue and Green Books.

[15] In 1993, Air NZ decided it would be more efficient to create a specialist workforce to undertake the majority of the line maintenance work. A new business unit was created; Terminal Services. When Terminal Services came into existence, some of the engineering staff were transferred to work within this business unit and from that point on, the transferred engineering staff carried out line maintenance work exclusively.

[16] The evidence of Mr Gerald Wade, a Licensed Aircraft Maintenance Engineer (LAME), is that in 1995, the CEA, now referred to as the Purple Book, came into existence. The outcome being, that the roles of AME, LAME and Team Leader were recorded in clause 3 of the document; under the heading of **CLASSIFICATION/CERTIFICATION** with a sub-heading:

a) **Classifications**

**“Mechanic”** is an employee who has completed an aircraft (engineering/avionics) apprenticeship or a person who has completed an indentured apprenticeship or its New Zealand Qualifications Authority accepted equivalent, in a relevant trade, but does not fulfil the requirements of aircraft engineer.

Note: The Definition of “relevant trade”, prior to recognition by the New Zealand Qualifications Authority, and “accepted equivalent” are to be mutually agreed between the Association and Employer.

**“Aircraft Engineer”** or **“AME”** is an employee who is the holder of a New Zealand Aircraft Trade Certificate or equivalent New Zealand Qualifications Authority accepted qualification or a New Zealand Qualifications Authority accepted overseas equivalent, or has been a mechanic for a period of not less than three years.

**“Licensed Aircraft Maintenance Engineer”** or **“LAME”** - is an employee who has been an aircraft engineer for a period of not less than 2 years *and* who is the holder of a New Zealand Aircraft Maintenance Engineer licence issued by the Civil Aviation Authority.

**“Team Leader”** means an Aircraft Engineer or Licensed Aircraft Maintenance Engineer who carries out the duties as outlined in the relevant position description for a Team Leader.

### **The Blue and Green Book coverage clauses**

[17] The coverage clauses set out in both of these agreements are identical; as found at clause 1.4 of both documents:

#### **1.4 Coverage**

1.4.1 This Agreement applies to all Employees of the Company who are employed in ANZES and:

- a. In any classification specified in Schedule 1;  
or
- b. As apprentices/trainees.

1.4.2 This Agreement also applies to Engineering Technicians employed to work on the Flight Simulators. The terms and conditions for those Employees shall be those set out in the Simulator Variation Agreement as attached as Schedule 9.

1.4.3 The parties agree that if, during the currency of this Agreement, the Employer engages Employees in types of work within the coverage of the Agreement for which no classification or rate is specified, the parties shall negotiate, and the Agreement shall be varied to incorporate new classifications and rates as required.

[18] Relevant to the matters to be determined is Schedule 1: referred to above at clause 1.4.1 a.:

### **SCHEDULE 1 – CLASSIFICATIONS**

#### **Trades and Non-Trades**

<b>Classification</b>	<b>Definition</b>
<b>Lead Hand</b>	The Lead Hand Payment recognises the requirement to perform all expected aspects of the Lead Hand role including implementing the GMT process, and taxiing

	<p>if required. Both the company and the Lead Hands make a commitment to business familiarisation and leadership training as part of the leadership development of the Lead Hands. These roles are as defined in their Role Description documents.</p> <p>Lead Hand remuneration will be incorporated into an annualized rate which allows for qualifications, role size and day or shift work.</p> <p>For AMS mechanical, avionics NDT Lead Hands the qualifications expected for these positions are full QCA/RTS Authorisations in respective trades for the majority of aircraft covered by the team. (Current situation would require a minimum of 3 authorisations).</p> <p>Requirements are listed below:</p> <ul style="list-style-type: none"> <li>• Holds a valid Quality Assurance Managers Authorisation to perform or supervise the maintenance of an aircraft or component and release an aircraft or component to service after maintenance has been performed.</li> <li>• NDT Quality Assurance Managers Authorization for Level 2, in 5 Disciplines</li> <li>• First Aid Certificate</li> </ul> <p>For all other Lead Hands, QCA/RTS authorisations required for these roles would be expected in order to hold that position.</p>
<p><b>2IC</b></p>	<p>For Wide Body and Narrow Body Maintenance, this role includes a mix of the rated QCA/RTS engineer and the Lead Hand roles. Qualifications expected for this position are a full Quality Assurance QCA/RTS Authorisation in respective trades for the majority of aircraft covered by the team. (Current situation would require a minimum of 2 authorisations)</p> <p>For other areas, QC/QCA/RTS authorizations would be expected.</p> <p>This is a permanently appointed position.</p> <p>Fulfils the duties of the Lead Hand role from time to time as directed by the Production Leader or Manager. The flowchart attached as Schedule 8 details the methodology for the 2IC Ad hoc time in the Lead Hand role.</p> <p>Where the total time spent in the Lead Hand role exceeds three months in any one year (calculated from the anniversary day on which the Employee was appointed to the</p>

	<p>role of 2IC) but excluding secondments, then the respective Lead Hand rate shall apply.</p> <p>Holds a valid Quality Assurance Managers Authorization for final certification Preferably hold a First Aid Certificate.</p>
<b>Certifying Engineer QCA/RTS</b>	<p>Holds a Quality Assurance managers Authorization and is willing to operate this authorization, or NDT Authorization Level 2 in 1 Discipline (with the expectation that the Employee will gain at least 3 disciplines).</p>
<b>Certifying Engineer QC</b>	<p>Holds a valid Quality Assurance Managers Authorisation for QC certification, or Boroscope Authorization, or NDT Authorization Level 1 in 1 Discipline (with the expectation that the Employee will gain at least 3 disciplines)</p>
<b>Aviation Engineer 3 AE3</b>	<p>Refer Schedule 5</p> <p>It is not intended that any competence evaluation will be required to stay in this classification.</p> <p>This position would require an appropriate trade qualification.</p>
<b>Aviation Engineer 2 AE2</b>	<p>Refer Schedule 5</p> <p>This position would require an appropriate trade qualification.</p>
<b>Aviation Engineer 1 AE1</b>	<p>Refer Schedule 5</p> <p>This position would require an appropriate trade qualification.</p>

### **The basis of the dispute – the proposed changes**

[19] The evidence of Mr De Groot is that from 1993 onwards, Air NZ has had two options for undertaking line engineering work. The two options, according to Mr De Groot, are that firstly; the company has been able to use the specialist workforce (under the Purple Book coverage). These employees undertake line maintenance work only. The second option is to use the generalist aircraft engineers (under the Blue and Green Books coverage) to undertake heavy maintenance, light maintenance and line maintenance; as required.

[20] Mr De Groot says that it has generally been most efficient to use the specialist workforce for most of the line maintenance work. Nonetheless, according to Mr De Groot, the generalist roles have always remained capable of undertaking heavy, light and line engineering work as and when required. Mr De Groot attests that Air NZ has always used the generalised engineers to undertake at least some of the line engineering work.

[21] However, the company is now required to look to the years ahead as it will be acquiring new aircraft and disposing of some existing aircraft. The new aircraft have a different maintenance profile and require less engineering work (in all three categories) than older aircraft.

[22] Given this scenario, Air NZ formed a preliminary view that having a generalised workforce, covering all types of engineering work and a specialist workforce, just covering line maintenance work, is not the most efficient arrangement for the future.

[23] Therefore, in August 2012, Air NZ presented a proposal to disestablish the specialist positions and return to the pre-1993 position and have a single generalised engineering workforce. The effect of the proposal is that approximately 219 specialist roles (under the Purple Book coverage) would be disestablished; and 186 more generalist roles will be created. All of the aircraft engineering work would then be under the coverage of the Blue and Green Books.

### **The Union's opposition to the proposal**

#### ***The AMEA***

[24] The fundamental argument for the AMEA is that the Purple Book covers line maintenance engineering work and the Blue Book (and Green Book via the EPMU), cover light and heavy engineering work. The AMEA says that the Union has negotiated with Air NZ to have these two CEAs cover the respective work accordingly.

[25] The AMEA does not accept that the position adopted by Air NZ, whereby the company believes that the coverage of the respective agreements is determined by reference to respective roles and their associated position descriptions. In regard to the position descriptions, the Union says that these were not bargained for or agreed

between the Union and Air NZ. But my observation is that it would be most unusual for position descriptions for employee roles to be the subject of formal bargaining or any other form of negotiation directly linked to a coverage clause.

[26] The Union refers the Authority to the definition of “coverage clause” under s.5 of the Employment Relations Act 2000 (“the Act”):

**Coverage clause –**

- (a) In relation to a collective agreement, -
  - (i) means a provision in the agreement that specifies the work that the agreement covers, whether by reference to the work or type of work or employees or types of employees; and
  - (ii) includes a provision in the agreement that refers to named employees, or to the work or type of work done by named employees to whom the collective employment agreement applies:
- (b) In relation to a notice initiating bargaining for a collective agreement, means a provision in the notice specifying the work that the agreement is intended to cover, whether by reference to the work or type of work or employees or types of employees.

[27] As the Union has submitted, s.5 provides that a coverage clause in a CEA is required, under (a)(i) to specify the *work* that the agreement covers. And this can be by reference to “*the work or type of work*” or “*employees or types of employees*”.

[28] Additionally, (under (a)(ii)) the coverage clause shall include a provision in the CEA that refers to “*named employees*” or to “*the work or type of work*” done by named employees to whom the CEA applies.

[29] It seems logical then to now turn to the coverage clauses of the two agreements that the AMEA and Air NZ are parties to.

1. ***The Purple Book***

[30] The first thing that has to be said is that the Purple Book does not appear to have a coverage clause that specifically complies with the definition provided by s.5 of the Act. The closest thing to a coverage clause is found at clause 3 of the CEA: (a) *Classifications*.

[31] As referred to earlier in this determination (para [16]) there is only a reference to four classifications of employees. Namely:

Mechanic;  
 Aircraft Engineer (AME);  
 Licensed Aircraft Maintenance Engineer (LAME); and  
 Team Leader

[32] Any reference to the *work* or *type of work* that the CEA covers is absent; apart from a reference to the classification of Team Leader, whereby this is an employee: “...who carries out the duties outlined in the relevant position description for a team leader”.

[33] Perhaps it could be said that clause 3 of the Purple Book meets the s.5(a)(i) definition of a coverage clause for the other three classifications of employees in that these are “*types of employees*” and by implication, the definition under sub-clause (a)(ii) is met, but in any event this is not something that I have been required to determine. It is enough for me to conclude that there is no express or implied reference to line maintenance work under the purported coverage clause of the Purple Book. Clause 3 simply refers to the classifications and certifications of the employees whose terms and conditions of employment are provided for.<sup>4</sup>

## 2. ***The Blue Book***

[34] At clause 1.4 of the CEA is the coverage clause as set out above at para [17].

[35] The coverage clause does not specifically refer to “*the work or type of work*” but similar to the Purple Book (as relevant to this dispute), perhaps it can be said or implied that the “*types of employees*” are those employed in ANZES<sup>5</sup> and in: “... *any classification specified in Schedule 1.*” As referred to earlier in this determination, the classifications in Schedule 1 are:<sup>6</sup>

Lead Hand;

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<sup>4</sup> The Authority has not been provided with a relevant job description for a Team Leader hence it is not possible to identify the type of work that may be relevant to this role.

<sup>5</sup> It is commonly accepted that the entity ANZES is no longer in existence and the relevant entity is now Technical Operations.

<sup>6</sup> As relevant to this dispute

2IC;  
 Certifying Engineer – QCA/RTS;  
 Certifying Engineer – QC;  
 Aviation Engineer 3 (AE3);  
 Aviation Engineer 2 (AE2);  
 Aviation Engineer 1 (AE1)

[36] But there is no reference to be found to light maintenance, heavy maintenance, or line maintenance work. All of the relevant classifications, which could be said to be linked to the coverage clause (clause 1.4), are listed as classifications, or possibly, “types” of employees under Schedule 1 to the CEA. Indeed, but not relevant to this dispute, in regard to a type of work, the coverage clause only refers to “...*work on Flight Simulators*” at clause 1.4.2.

[37] I would also add that the implication of “*types of work*” being a reference to the respective classifications, is perhaps more obvious at sub-clause 1.4.3, in that it refers to “...*types of work within the coverage of the Agreement for which no classification or rate is specified ...* .”

[38] In summary, I conclude that the coverage clause in the Blue Book (clause 1.4) makes no reference to light maintenance, heavy maintenance or line maintenance work at all. It simply refers to the classifications to be found at Schedule 1. At Schedule 1, the Lead Hand classification refers to: *These roles are as defined in their Role Description documents.*”

[39] Air NZ has provided position descriptions for the roles listed above (at para [35]). The descriptions are of an apparent standard format with various sections or headings. Firstly, there is the **Role Purpose**. It opens with: “*To carry out aircraft maintenance ...*” or “...*to carry out routine aircraft maintenance ...*”. This includes: “...*identify and rectify aircraft/component defects, undertake modification and servicing tasks. Perform operational and functional tests to enable aircraft to be released back to service as airworthy, ...*”

[40] I also note that in regard to the **Position Attributes** – Education Qualifications for the Leading Hand, it is mandatory to be: “*NZCAA LAME rated on Air NZ aircraft.*” This appears to be similar to the classification of employees covered by the Purple Book. There is a similar situation for the certified engineer QCA/RTS role.

***The EPMU***

[41] The arguments advanced by the EPMU are similar to those put forward by the AMEA. The EPMU says that the Green Book only covers work related to light and heavy maintenance, predominately in and around the hangers; for aircraft that are out of service. It is argued that in regard to Air NZ advocating that employees under the Green Book coverage are able to, and indeed do, carry out the work of line maintenance engineers, then Air NZ is relying on what appears to be a breach of the coverage clause of the Green Book; past, current, and anticipated.

[42] As previously identified, the coverage clause of the Green Book (clause 1.4) is identical to that of the Blue Book and the earlier analysis of that clause and the associated classifications found at Schedule 1 apply. As does the analysis of the position descriptions.

[43] In summary, I conclude that the coverage clause in the Green Book (clause 1.4) makes no reference to light maintenance or heavy maintenance or line maintenance work. The clause simply refers to the classifications to be found at Schedule 1.

**Further arguments for the Unions**

[44] In addition to the basic positions of the respective Unions as set out above, their submissions also make reference to a number of other matters that the Unions argue should be considered by the Authority.

[45] Firstly, the AMEA says that when the Terminal Services Business Unit was established in 1993, this was because Air NZ “clearly considered” that the line maintenance engineering work was different to that performed “in the hanger” by the Engineering Business Unit. The AMEA further says that the separate existence of line maintenance work is also evidenced by the fact that Air NZ entered into a new CEA; namely, the Purple Book. And from 1995 onwards, the separate existence of the Purple Book and the Blue and Green Books is in itself, evidence of the distinction between light/heavy engineering and line maintenance work.

[46] The AMEA also refers to the existence of separate work areas that were established under ANZES before it became Technical Operations.

[47] Also both Unions have respectively referred the Authority to clause 10.9 of the Blue and Green Books. This clause provides as follows:

**10.9 Temporary Transfer to Line Maintenance**

10.9.1 An Employee may from time to time, for periods up to one calendar week, agree to temporarily carry out the duties and responsibilities of an Employee in line maintenance to cover short term absences, provided that Employee is suitably qualified and competent. In these instances, they will remain on their current terms and conditions.

10.9.2 For periods of more than one calendar week or, if the Employee is required to change shifts, the Employee shall be paid for the entire period as either the terms and conditions of the line maintenance, or their current terms and conditions, whichever is the greater.

Secondments for longer periods to line maintenance will be by agreement with the Employee concerned and in accordance with clause 10.5 of this CEA.

[48] The Purple Book has a similar provision related to moving from line maintenance to light or heavy maintenance:

**39. TEMPORARY TRANSFER TO LIGHT OR HEAVY MAINTENANCE**

39.1 An Employee may from time to time, for periods up to one calendar week, agree to temporarily carry out the duties and responsibilities of an Employee in light or heavy maintenance to cover short term absences, provided that Employee is suitably qualified and competent. In these instances, they will remain on their current terms and conditions.

39.2 Periods of more than one week will be by agreement. Should there be a need for the employees shift pattern to change, the Employee shall be paid for the entire period at either the terms and conditions of the Aircraft Workers CEA, or their current terms and conditions, whichever is the greater.

39.3 Secondments for longer periods to light or heavy maintenance will be by agreement with the Employee concerned and in accordance with normal company secondment processes.

[49] It is the submission of the Unions that the existence and operation of clause 10.9 and 39 of the respective agreements, supports the view that the Blue and

Green Books cover light and heavy maintenance only and that line maintenance is not covered, and vice versa. It is argued that if the position espoused by Air NZ, that line maintenance work can be carried by employees covered by the Blue and Green Books, then the two transfer clauses mentioned would be redundant and have no purpose or meaning.

[50] There is some strength in the above arguments. Air NZ presented a response by suggesting that the respective transfer provisions simply allow for the secondment of employees to carry out work whilst remaining under the coverage of their usual CEA. And/or alternatively, employees can be entitled to be paid higher payments where applicable. That may be so, especially if an employee is entitled to higher rates of pay for carrying out particular duties.

[51] If the overall evidence was related simply to the provisions of clauses 10.9 and 39 of the respective CEAs, then that would certainly go some way to supporting the position of the Unions. However, the evidence for Air NZ is that for some years now, employees covered by the Blue and Green Books and the Purple Book have been regularly working side by side, carrying out the same line maintenance work without demure by the Unions or employees.<sup>7</sup>

[52] The evidence of Mr De Beus, Manager of the Christchurch Maintenance Base for Air NZ's Engineering Business Unit, is that he has the responsibility for approximately 370 staff employed under the Blue and Green Books and 25 staff employed under the Purple Book. Mr De Beus says that throughout his entire 31 year history with Air NZ, staff employed under the Green and Blue Books have always undertaken line maintenance work and this currently happens "...*basically every day and every night in Christchurch.*"

[53] Mr De Groot also gave evidence of many examples of staff employed under the Blue and Green Books undertaking line maintenance work on a regular basis and in some cases, one group of workers (Blue and/or Green Book) taking over work from another group (Purple Book) at the end of a rostered shift.

[54] Both parties have given examples, both historic and current, to support their respective positions as to whether or not staff employed under the Blue and Green

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<sup>7</sup> Nonetheless it should be noted that the evidence of Mr Hugo, and EPMU member, is that he has expressed his concerns about this.

Books carry out work that is considered to be generally line maintenance work covered by the Purple Book.

[55] The Authority has also been referred to various legal principles pertaining to the interpretation of employment agreements. However, it seems to me that given that there is no ambiguity regarding the respective coverage clauses, it is really just a matter of taking a plain words approach and this is what I have done.

### **Determination**

[56] Having closely considered the respective positions of the parties involved in this dispute, I conclude that probably since 1993, and definitely since 1995, at the coming into force of the Purple Book, the majority of what has been defined generally as line maintenance work, has most probably been carried by aircraft engineers who have their terms and conditions of employment provided by the Purple Book.

[57] But I also conclude that this has been a matter of custom to some extent and possibly an implied agreement, rather than because it was expressly required under the coverage clauses of any of the three CEAs.

[58] I also conclude that there has been tacit acceptance, by all three parties to this dispute, that employees covered by the Blue, Green and Purple Books have been engaged on what is considered to be line maintenance work on a regular basis.

[59] The Unions require a determination that the coverage clauses of the Blue and Green Books do not cover the work that is generally deemed to be line maintenance work. However, I find that such an outcome is not appropriate. This is simply because the coverage clauses of the Blue and Green Books (and for that matter the Purple Book too) do not expressly or impliedly provide for any type of work to be the preserve of any group of workers.

[60] Rather, the coverage clauses, at best, only have a direct nexus to the respective qualifications that aircraft engineers are required to have in order to carry out the important roles to which each employee has been appointed to; as expanded upon by the relevant position descriptions.

[61] It follows that the Authority cannot make the orders sought by the applicant Unions.

**Costs**

[62] Costs are reserved.

**K J Anderson**  
**Member of the Employment Relations Authority**