

AERIAL MAPPING LTD., HASTINGS, EMPLOYEES—INDUSTRIAL AGREEMENT

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

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 8th day of April 1965, between the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers (hereinafter referred to as "the union") and Aerial Mapping Ltd., Hastings (hereinafter referred to as "the employer"), witnesseth that it is hereby mutually agreed and declared between the union and the employer as follows:

That, as between parties hereto, the terms, conditions and provisions herein contained shall be binding on the said parties, and the said terms, conditions, and provisions shall be deemed to form part of this agreement; and, further the said parties shall respectively do, observe, and perform every matter and thing by this agreement 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 agreement.

Clause 1: Definitions

(a) "Aircraft tradesman" means a tradesman who is required to and can perform the class of work performed by an aircraft engineer but who is himself not required to hold a licence. Provided that a tradesman with 18 months' practical experience in aircraft work shall be classed as an aircraft tradesman.

(b) "Tradesman" means a worker who has served the required period of apprenticeship to the trade or branch of the trade in which he is employed and/or by employing trade experience is performing the work of a tradesman such as fitter, turner, blacksmith, panelbeater, tinsmith, and sheetmetal worker, electrician, carpenter, painter, and signwriter, riggers marine, truck drivers of vehicles 4 tons and upwards, aircraft launchmen with river oil ticket.

Clause 2: Wages

					Per Week					
					£	s.	d.			
Aircraft tradesmen	.....	.....	.....	.....	18	15	10
Tradesmen	.....	.....	.....	.....	17	19	2
Senior aircraft hand	.....	.....	.....	.....	15	13	4
Aircraft hand	.....	.....	.....	.....	15	2	6
Watchman	.....	.....	.....	.....	15	2	6
Senior photographer	.....	.....	.....	.....	18	15	10
Cartographer	.....	} 1st Year			15	2	6		
Film processor	.....				15	2	6		
Mosaic plotter				} 2nd Year			15	13	4
Mapping assessor				} Thereafter			17	19	2
Photogrammetric draughtsmen							17	19	2

(b) In addition to the weekly wage prescribed for an aircraft tradesman or tradesmen an employee who holds a trade certificate in fitting and turning electrical or machining, shall receive additional remuneration of 6s. 8d. per week provided that this additional rate shall not be payable unless the worker is employed in the trade specified by the said certificate.

Clause 3:

(a) In addition to the weekly wage prescribed for an aircraft tradesman, an employee who holds and is required by the employer to operate any licence scheduled below shall receive an additional remuneration which shall be to the cash value of 7·7d. per point. These values are set out below:

Licence:	Points Value	Per Week £ s. d.
B group 1 subdivision A or C	70	2 1 3
B group 1 subdivision B or (A+B+C)	85	2 10 1
D group 1 subdivision C or (A+B+C)	85	2 10 1
D group 1 subdivision A or B	70	2 1 3
B or D group 2	100	2 18 11
A group 1 subdivision A or C	50	1 9 6
A group 1 subdivision B or (A+B+C)	65	1 18 4
C group 1 subdivision C or (A+B+C)	65	1 18 4
C group 1 subdivision A or B	50	1 9 6
A or C group 2	85	2 10 1
H including engines	85	2 10 1
H excluding engines	85	2 10 1
X licences—		
Direct compass	20	11 9
Direct and remote compass	45	1 6 6
Electrical	75	2 4 2
Instrument	75	2 4 2
Ignition	45	1 6 6
Auto pilots	55	1 12 5
V.P. Propellers—		
Counter-weight	50	1 9 6
Type endorsement	65	1 18 4
Radio stations	65	1 18 4
Radio equipment	70	2 1 3
Radar stations	65	1 18 4
Radar equipment	75	2 4 2

(b) When a licence is required to be operated on more than one type of aircraft, only one rate shall be paid. This shall be the highest rate of those specified for the particular aircraft types on which operation is required by the employer.

When a worker holds and is required by the employer to operate two or more licences, other than X licence—direct compass, the first licence shall be paid at the above rate and a second licence of next highest point value shall be paid for at 33½ per cent of its cash value as a first licence.

(c) *Leading Hand*—A worker who has been specially directed by his employer to take charge of any job and has under his control not less than four workers shall be paid 4½d. per hour extra above his award rate, provided that the job shall extend for one day or more. Provided, that where a worker is specially directed by his employer to take charge of any section he shall receive 4½d. per hour extra above his award rate regardless of the number of workers under his control, during the continuance of such work, with a minimum of one day.

(d) *Welding Allowance*—Workers employed on oxy-acetylene or electric welding except on spot or butt welding machines, shall be paid 4½d. per hour extra.

(e) Workers who are required by the employer to provide and use a kit of tools necessary to the trade (except drills taps, files and hacksaw blades) shall be paid 1½d. per hour extra for each hour worked. No tool allowance shall be paid to workers who do not maintain their tool kits to a standard agreed upon between the employer concerned and the union.

Clause 4: Processing

(a) *Boys and Youths*—The minimum weekly rates of wages payable to boys and youths employed in the processing rooms shall be the undermentioned percentages of an amount equal to 40 times the nominal hourly wage rate for mosaic plotters and mapping assessors as prescribed in this agreement:

For a commencing age of less than 18 years:		Per Cent
For the first six months	.....	32
For the second six months	.....	37
For the third six months	.....	42
For the fourth six months	.....	47
For the fifth six months	.....	52
For the sixth six months	.....	57
For the seventh six months	.....	62
For the eighth six months	.....	67
For the ninth six months	.....	72
For the tenth six months	.....	77
For a commencing age of 18 years and over:		
For the first six months	.....	37
For the second six months	.....	42
For the third six months	.....	47
For the fourth six months	.....	52
For the fifth six months	.....	57
For the sixth six months	.....	62
For the seventh six months	.....	67
For the eighth six months	.....	72
For the ninth six months	.....	77

(b) *Females:*

		Per Week
		£ s. d.
First six months	.....	6 10 0
Second six months	.....	7 2 6
Third six months	.....	7 15 0
Fourth six months	.....	8 7 6
Third Year	.....	9 0 0
Fourth Year	.....	10 15 0
Fifth Year	.....	11 10 0
Thereafter	.....	12 10 0

N.B.—Minimum wage order applies.

Clause 5:

Provided that employees who, on the coming into force of this agreement are receiving wages at a higher rate than is prescribed herein for the work on which they are engaged shall not have their wages reduced because of anything contained in clauses 2 and 4 of the agreement.

Clause 6: Payment of Wages

(a) All wages shall be paid weekly not later than Thursday in accordance with existing practice.

(b) All wages shall be paid on dismissal of a worker or when the worker leaves on his own accord.

(c) The employer may make a rateable deduction from the weekly wages specified for any time lost by a worker through sickness or default.

Clause 7: Hours of Work

(a) Forty hours shall constitute an ordinary week's work, of which not more than eight hours may be worked on each day from Monday to Friday inclusive, and between the hours of 7.30 a.m. and 5.30 p.m. The time of starting and ceasing work between these hours shall be arranged between the employer and the union.

(b) Aircrew staff may, at those seasons of the year which call for early morning flying, work at times to suit the surveys.

(c) Similarly where photogrammetric plotting hours are required in excess of eight hours daily, operators may arrange times to suit provided they do not exceed seven hours in any one day.

Clause 8: Overtime

(a) Except as otherwise provided, all work done in excess or outside of the hours mentioned in clause 7 hereof shall count as overtime and shall be paid for at the rate of time and a half for the first three hours in any one day and double time thereafter. Any worker (other than a shift worker) who is called back after 10 p.m. or after 12 noon on Saturday or before 6 a.m. shall be paid double rates.

(b) When any worker, other than a shift worker, is called upon to work overtime after 6 p.m. on Monday, Tuesday, Wednesday, Thursday or Friday or after 12.30 p.m. on Saturday, or Sunday and every four hours thereafter during the continuance of such overtime until an eight hour break for rest is allowed the employer shall provide a meal or allow meal money at the rate of 5s. 7d. per meal.

Clause 9: Holidays

(a) The recognised holidays shall be New Year's day, and the day following, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Anniversary Day or Show Day or a day to be substituted thereof by agreement with the union. Provided that where any holiday other than Anzac Day falls on a Sunday, it shall be observed on the following Monday.

(b) Workers who are entitled to be paid for the holidays set out in paragraph (a) hereof shall be all those who have been working at any time during the fortnight ending on the day on which the holiday occurs. No payment over and above an ordinary week's wages shall be paid to any worker for a holiday which falls on what is not ordinarily a working day except for work actually performed on such a day.

(c) For work done on any of the above holidays or on Sundays double time shall be paid.

(d) Notice of closing down for Christmas holidays shall be posted in a conspicuous place for at least 28 days before the holidays.

(e) *Annual Holidays*—An annual holiday of two weeks shall be allowed at the completion of a year's service or three weeks after three years continuous service. The third week's holiday may be allowed either in conjunction with or separately from the first two weeks as the employer may decide.

Clause 10: General Provisions

(a) Where any worker is engaged on battery work using amylacetate, paint remover, dope bestar, acid cleaning compounds, or similar preparations in spray painting, such workers shall be provided, free of charge, with a minimum of 1 pint of fresh milk each day and also be provided with suitable respirator, apron and gloves where necessary.

(b) The employer shall provide reasonable facilities for supplying warmth for employees working in workshops in cold weather.

(c) Workers employed on oxy-acetylene or electric welding and cutting shall be provided with goggles or helmets and gauntlets or gloves, and suitable screens shall be supplied for electric welding machines.

(d) Overalls, smocks and aprons shall be provided by the employer as required.

(e) A 10 minute rest period shall be allowed in the morning and afternoon to all workers.

Clause 11: Accidents

(a) A modern first-class emergency case, fully equipped, shall be kept in a convenient and accessible place in every works also provision made for a supply of hot water at short notice.

(b) Facilities shall be provided for rendering first aid in the case of accident to workers while working outside the employer's place of business.

(c) The St. John Ambulance first aid compressed kit shall be the first aid case to be kept as required in subclause (a) and shall be open to inspection once a month by a union official.

Clause 12: Access to Workshop

The secretary or other authorised officer of the local union of workers concerned shall, with the consent of the employer (which consent shall not be unreasonably withheld) be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business. The employer shall give recognition to any worker who is appointed shop steward in the establishment in which he is employed.

Clause 13: Disputes Committee

Should any dispute or difference arise in connection with any matter not provided for in this agreement, it shall be settled between the particular employer concerned and two representatives of the local branch of the union. If no settlement is arrived at, then such dispute shall be referred to a disputes committee consisting of two representatives of the employers and two representatives of the union for their decision. If such committee is unable to decide the matter it may refer the matter to the Court of Arbitration, or either party may appeal to the Court of Arbitration from the decision of such committee upon giving to the other party 14 days' notice in writing of intention so to appeal.

Clause 14: Unqualified Preference

(a) Any adult person engaged or employed in any position or employment subject to this agreement by any employer bound by this agreement shall, if he is not already a member of a union of workers bound by this award, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of the union of workers bound by this agreement so long as he continues in any position or employment subject to this agreement.

(c) Every worker obliged under subclause (a) hereof, to become a member of a union who fails to become a member as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this agreement.

(d) Every employer bound by this agreement commits a breach of this agreement if he continues to employ any worker to whom subclause (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purpose of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this agreement.

(f) Any employer who is requested in writing by the secretary of the union so to do shall, within one month after receipt of such request, supply to the union a list of all workers coming within the scope of this agreement then in his employ; but such request shall not be made to the employer at intervals shorter than six months.

(NOTE—Attention is drawn to section 174H of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

Clause 15: Under Rate Workers

(a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such person as the Court may from time to time appoint for that purpose; and such inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such inspector or other person shall determine and after the expiration of such period shall continue in force until 14 days' notice shall be given to such worker by the secretary of the union requiring him to have his wage again fixed in a manner prescribed by this clause. Provided that in the case of any person whose wages are so fixed by reason of old age or permanent disability it may be fixed for such period as such inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Clause 16: Scope of Agreement

This agreement shall apply to the parties named herein.

Clause 17: Term of Agreement

This agreement shall be deemed to come into force on the 1st day of May 1965, and shall continue in force for two years.

Signed on behalf of New Zealand Aerial Mapping Ltd., Hastings:

H. P. D. VAN ASCH, Managing Director.

Signed on behalf of the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers:

B. J. LANDERS, Branch Secretary.
