

AIR NEW ZEALAND LIMITED **FLIGHT SERVICES OFFICERS—INDUSTRIAL AGREEMENT**

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

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, and its amendments, this 10th day of July 1967, between Air New Zealand Ltd. (hereinafter known as the employer), and the Auckland Society of International Flight Planners Industrial Union of Workers (hereinafter known as the union) witnesseth that it is hereby mutually agreed and declared between the union and the employer as follows.

That as between the parties hereto, the terms, conditions, and provisions herein 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—Industry to Which Agreement Applies

This agreement shall apply to Flight Services Officers employed by Air New Zealand Limited.

Clause 2—Definitions

For the purpose of this agreement, the following definitions apply:

“Week”—means the period of seven days from midnight Sunday/Monday to midnight Sunday/Monday.

“Duty”—means the work period of eight ordinary hours and any overtime worked in conjunction with these hours.

“Officer”—means a male employee, employed as a flight services officer and engaged in flight planning and associated duties.

“Call Back”—the unexpected recall to work after the officer has left his place of duty.

Clause 3—Hours of Work

The ordinary hours of work shall not exceed eight hours in any day or 40 hours in any week. Where practicable the day's work shall be continuous. The employer shall be entitled to require its officers to be on duty at any time and from time to time, whether by day or by night, and whether Saturdays, Sundays or statutory holidays subject to the varying needs of the service.

Clause 4—Shift Work

(a) Five shifts of eight hours each may be worked each week as the needs of the service require.

(b) Shifts commencing between midnight Sunday and midnight Friday shall be paid for at ordinary rates.

(c) Shifts worked commencing on Saturdays, Sundays and statutory holidays as part of the working week will be paid for at penal rates with a minimum of four hours as follows—

Shifts commencing after midnight on Friday and up to midnight on Saturday at one and one half times the ordinary hourly rate for the first three hours and twice the ordinary hourly rate thereafter.

Shifts commencing after midnight on Saturday and up to midnight on Sunday at twice the ordinary hourly rate.

Shifts commencing on statutory holidays at twice the ordinary hourly rate.

(d) The penal rates prescribed by this clause shall apply to time actually on duty.

(e) Officers employed on shifts will be paid a shift allowance of £75 (\$150) per annum in addition to their ordinary salary.

(f) A further allowance of £50 (\$100) per annum will be paid to officers employed on an irregular pattern of shift work.

(g) A break of half an hour shall be allowed within each eight hour shift.

(h) Where practicable, officers commencing duty before 6 a.m. will be provided with a breakfast.

Clause 5—Overtime

(a) All time worked in excess of eight hours in any one day or 40 hours in any one week, or on rostered days off, shall be deemed overtime and shall be paid at time and a half for the first three hours and double time thereafter.

(b) Provided further that all overtime worked after noon on Saturdays or on Sundays shall be paid at double time rates.

(c) For the purpose of computing the hourly rate, the annual basic salary shall be divided by 2080.

(d) Any officer who does not receive at least nine consecutive hours off (excluding travelling time one way up to one hour), between the termination of one duty and the commencement of the next, shall be paid double time rates for all time worked on the second duty. No officer shall lose pay for the time his services are not required under this subclause.

(e) An officer called back to work shall receive a minimum of four hours pay at the appropriate overtime rate.

Clause 6—Salary

(a) The following minimum rates of annual salary shall be paid to officers covered by this agreement.

Flight services officer on probation	..	..	..	..	£1,225	(\$2,450)
Flight services officer—						
First year	..	..	..	..	£1,260	(\$2,520)
Second year	..	..	..	..	£1,310	(\$2,620)
Third year	..	..	..	..	£1,360	(\$2,720)
Fourth year	..	..	..	..	£1,410	(\$2,820)
Fifth year	..	..	..	..	£1,460	(\$2,920)
Sixth year	..	..	..	..	£1,510	(\$3,020)

(b) On completion of the probationary period each officer shall be paid the first year salary until he has completed one year's total service as a flight services officer with the company. He shall then be paid the second year salary and all other increments shall be paid as from the anniversary of his commencement of employment as a flight services officer with the company.

(c) The officer appointed as Senior Flight Services Officer shall, in addition to his annual salary, be paid an allowance of £120 (\$240) per annum. In the event of a temporary appointment such allowances shall be prorated.

(d) No officer coming within the scope of this agreement shall have his salary reduced by reason of the coming into operation of this agreement.

(e) Notwithstanding the provisions of this agreement, the company may, for reasonable cause, withhold any increment from an officer provided that notice of such intention shall be given to the officer in writing within 14 days of the increment becoming due. Any dispute arising from such action will be referred to a disputes committee in accordance with clause 13.

Clause 7—Annual Leave and Holidays

(a) The following shall be observed as holidays without loss of pay: Christmas Day, Boxing Day, New Year's Day, and the following day or a day in lieu thereof, Anniversary Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day.

(b) Holidays falling on a Saturday or Sunday shall be transferred in accordance with the provisions of the Public Holidays Act, 1955.

(c) Officers who are required to work on any of the day or days set out in subclauses (a) and (b) of this clause shall be paid at the rate of double time for the time so worked, such payment to be in addition to the ordinary wage.

(d) Any officer whose rostered day or days off fall on any of the holidays provided for in subclause (a) of this clause except Anzac Day, shall have such rostered day or days off transferred to another day or days in the same week.

(e) Every officer shall be granted 21 continuous days leave for each year of service. Should the company and the officer so agree, this leave may be taken in separate periods.

(f) Should any of the holidays specified in subclauses (a) or (b) of this clause occur during the currency of the officer's annual leave, such annual leave shall be extended for every such holiday and the workers shall be paid for every such day.

(g) Officers may accrue annual leave as laid down from time to time by company regulations.

Clause 8—Sick Leave and Retirement

Sick leave and retirement leave shall continue to be given in accordance with the scheme laid down from time to time by the company.

Clause 9—Superannuation

The company shall continue to maintain the contributory superannuation scheme.

Clause 10—Travelling Expenses

(a) Travelling allowances, travelling expenses and the costs of transfers shall be granted in accordance with scales determined from time to time by the company.

(b) Transport allowances at present paid to officers on shift at Mangere shall not be reduced in consequence of the introduction of this agreement.

Clause 11—Absence from Home Base

Conditions of service, accommodation and allowances for any officer absent from his home base on duty shall be as determined from time to time by the company.

Clause 12—Terms of Employment

(a) Employment shall be deemed to be monthly and at least one month's notice of the termination thereof shall be given by either party. This shall not prevent the company from dismissing any officer for misconduct. Where the employment is terminated by either party, without notice, and without good cause, one month's wages shall be paid or forfeited in lieu of notice.

(b) A probationary period of six calendar months from the date of his first appointment shall be served by each officer. This period will be reviewed at the end of three months and any particular matters pertaining to his progress will be brought to the officer's attention. On the satisfactory completion of the probationary period, the officer will be confirmed in his appointment and will be entitled to all company benefits. Should, for any reason, his probationary appointment not be confirmed, the officer shall be informed of the reason in writing.

(c) Nothing in this clause shall reduce the status or privileges of any officer in the employ of the company at the time of inception of this agreement.

Clause 13—Disputes

The essence of this agreement being that the work of the company shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties

bound by this agreement as to any matter arising out of or connected therewith and not specifically dealt with in this agreement, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman, if required by either party, to be mutually agreed upon or in default of agreement, to be appointed by the Conciliation Commissioner for the district. If the committee fails to reach a decision, the chairman shall either decide the question or refer the matter to the Court within one month from the date of hearing by the committee. Either side shall have the right of appeal to the Court against a decision of any such committee or chairman upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

Clause 14—Unqualified Preference

(a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this agreement, shall, if he is not already a member of a union of workers bound by this agreement, 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 a 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 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 officer to whom subclauses (a) and (b) apply, after having been notified by any authorised representative of the union that the officer has been requested to become a member of the union and has failed to do so, or that the officer 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 wage prescribed for adult workers by this agreement.

(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—Term of Agreement

This agreement insofar as the provisions of salaries are concerned shall be deemed to have come into force on 1 July 1967 and so far as all other provisions of the agreement are concerned, it shall come into force on the day of the date hereof and shall continue in force until 1 August 1968.

In witness whereof the parties hereto have hereunder set their hands this 10th day of July 1967.

For the Auckland Society of International Flight Planners Industrial Union of Workers—

D. J. F. GREENWOOD.

Witness: C. L. Digby.

For Air New Zealand Ltd.

F. A. REEVES, General Manager, Air New Zealand.

Witness: D. G. Brasell.