

WHANGAREI AIRPORT EMPLOYEES'—INDUSTRIAL AGREEMENT

This industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, and its amendments this 18th day of December 1969, between the Northern and Taranaki Labourers and General Workers and Related Trades Industrial Union of Workers, 1-3 Galatos Street, Newton, Auckland 1, (hereinafter called "the union"), of the one part and the Whangarei City Council, P.O. Box 42, Whangarei (hereinafter called "the employer") of the other part, whereby it is mutually agreed by and between the parties hereto as follows:-

1. That the Terms, Conditions, Stipulations and Provisions contained in the Schedule hereto, shall be binding upon the parties, and they shall be deemed to be and are hereby declared to form part of the Agreement.

2. That the said parties hereto shall respectively do, observe and perform every matter and thing by this Agreement and by the said Terms, Conditions, Stipulations and Provisions respectively required to be done, observed and performed, and shall not do anything in contravention of this Agreement or of the said Terms, Conditions, Stipulations and Provisions, but shall in all respects abide by and perform the same.

SCHEDULE

INDUSTRY TO WHICH AGREEMENT APPLIES

1. This Agreement shall apply to workers performing work of a class mentioned in this Agreement at the Whangarei Airport, and employed by the Whangarei City Council.

HOURS OF WORK

2. (a) The normal hours of work shall be 40 per week, eight of which shall be worked on each of the five days per week, Monday to Friday, both days to be inclusive.

(b) The hours of work for Saturdays, Sundays or Statutory Holidays shall be on a Roster System.

WAGES

3. The minimum rates of wages shall be as follows:-

	Per Week
Airfield Maintenance Ganger	99,425 p.h. - \$39.77 per week.
Airfield Maintenance Handyman	95.75 p.h. - \$38.30 per week.
Casual Workers	\$1,860615 per hour.

A "casual worker" is a worker employed for Saturday, Sunday or Statutory Holidays only.

(a) After completing five years continuous service with the same employer, a worker shall be paid an additional 2 cents per hour.

Service pay shall count for the calculation of overtime and penal rates.

Service must be continuous so that if a worker leaves or is discharged and returns to the employer, he commences afresh without service pay and his qualification runs from the date of return.

OVERTIME

4. (a) Time worked in excess of the daily hours mentioned in Clause 2(a) of this Agreement, by Airfield Maintenance Ganger or Airfield Maintenance Handyman shall be deemed to be overtime, and shall be paid for at the rate of time and a half for the first three hours, and double time thereafter.

PAYMENT OF WAGES

5. (a) Wages shall be paid weekly and in cash in the Employer's time, not later than Thursday of each week: Provided, however, that if a holiday falls on a Friday, wages shall be paid not later than the preceding Wednesday.

(b) Not more than two days' pay shall be kept in hand by the Employer.

(c) When a worker is discharged, he shall be paid without delay, and when a worker

leaves a job he shall, on demand, be paid within 24 hours of leaving. All waiting time beyond the prescribed time shall be paid for at ordinary rates.

(d) Each worker shall be supplied with a Wages Statement giving sufficient information to allow him to properly check his wages.

HOLIDAYS

6. (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 one other day to be arranged between the Local Body and its workers, and no deduction shall be made from the wages in respect of such holidays.

(b) In the event of a Holiday other than Anzac Day falling on a Saturday or a Sunday, such holiday shall be observed on the succeeding Monday, such other Holiday shall be observed on the succeeding Tuesday.

(c) Except as otherwise provided, time worked on any of the above-mentioned Holidays or on Sunday shall be paid for at the rate of Double Time, with a minimum payment of two hours, such payment being in addition to any payment to which a worker is entitled under Subclause (a) of this Clause.

(d) The employer shall pay wages for the above holidays to all workers performing work coming within the scope of this Agreement who have been employed by him at any time during the fortnight ending on the day on which the Holiday occurs.

Where any worker has been employed upon work coming within the scope of this Agreement by more than one employer during the fortnight ending on the day on which any of the above holidays occurs, he shall be entitled to receive payment for the holiday from such one or more of those employers, and if more than one, in such proportions as the Inspector of Awards determines.

ANNUAL HOLIDAYS

7. (a) The provisions of the Annual Holidays Act shall be deemed to be incorporated in this Agreement and shall have effect according to their tenor, provided that a worker under this Agreement who has five years continuous service with the same employer (Party to this Agreement) shall receive three weeks' Annual Holiday for the fifth and each subsequent year of service.

(b) Payment for Annual Holidays shall be on the basis of the worker's average weekly taxable earnings for the year (or lesser period where applicable) immediately preceding his annual holiday entitlement provided that the holiday pay does not exceed the worker's ordinary pay plus 30% and provided further that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday.

SICK LEAVE

8. Sick leave on full pay shall be allowed on the following scale:

Continuous Service	Ordinary Pay	Supplimentary Pay \$6: p.w.
Over 1 year & up to 3 years	15 working days	15 working days
Over 3 years & up to 5 years	25 working days	15 working days
Over 5 years & up to 10 years	45 working days	15 working days
Over 10 years & up to 15 years	65 working days	20 working days
Over 15 years & up to 20 years	90 working days	30 working days
Over 20 years & up to 25 years	120 working days	30 working days
Over 25 years.	140 working days	40 working days

Maximum number of days on full pay for any one period of Sick Leave is limited to 20 days. Supplimentary pay in any one period to limit of entitlement.

RETIRING LEAVE

9. Retiring leave is payable after 20 years service and 60 years of age or more at 91 days plus 1 day for every two months service in excess of 25 years service. After 10 years or more service, but less than 20 years, 31 days pay plus 1 day for every two months service in excess of 10 years service.

TERMINATION OF EMPLOYMENT

10. In the case of weekly workers, one weeks notice on either side shall terminate the engagement. In the case of casual workers, two hours notice on either side shall terminate the engagement. Nothing in this clause shall be held to prevent the summary dismissal of a worker for serious misconduct.

TRAVELLING ALLOWANCE

11. Workers required to use their own transport shall be paid an allowance of 10 cents per mile from their place of residence to the Airport and Return.

TRAVELLING TIME

12. (a) Workers required to commence work over one and a half miles distant from a central point in each employer's district, to be mutually agreed upon between the Union and the employer, shall proceed to and from work or shall be conveyed to and from such work at the expense of the employer, as the employer shall determine. Should no Agreement be reached, then the matter shall be determined under clause 18 of this Agreement within one month of the Disagreement of the parties.

(b) Time reasonably occupied by workers in travelling or time occupied in conveying the workers to and from such work beyond the one and a half mile radius before mentioned, shall be allowed and paid for by the employer at ordinary rates.

(c) No worker residing less than one and a half miles from the place where the work is to be performed by the nearest convenient mode of access for foot passengers shall be entitled to the allowance mentioned in this clause.

TOOLS

13. (a) Where necessary, all tools shall be supplied and kept in proper order by the employer.

(b) Employers shall supply suitable oilskin raincoats to surfacemen and refuse collectors when they are required to work in wet weather, and to workers required in wet weather to clear sumps, culverts, drains or water tablets. Workers using oilskin raincoats shall be responsible for any loss or damage due to wilful destruction or neglect.

(c) Where necessary, workers employed removing or disposing household refuse or rubbish shall be supplied by the employer with gloves.

ACCIDENTS

14. A modern first aid emergency kit shall be kept by the employer in a convenient and accessible place in every place where the Inspector of Awards shall deem necessary.

MEAL ALLOWANCES

15. (a) Where a worker is called upon to work overtime later than one hour after his ordinary knocking-off time for the day, or beyond 1 p.m. on Saturday and after having worked four hours that day, or required to work beyond four hours on Sunday or Holidays the employer shall either provide such worker with a meal or pay 65 cents meal money, provided such worker cannot reasonably get home for a meal.

(b) When an employer requests a shift worker to work an extra shift in any department within the scope of this Agreement he shall provide the worker with a suitable meal or pay the worker a meal allowance of 58 cents after four hours overtime has been worked.

(c) Except as provided in subclause (a) of this clause when working overtime more than four hours in any one day, the worker shall be supplied with a suitable meal or a

payment of 65 cents meal allowance for every four hours that the overtime continues, providing that the worker is required to work beyond such meal interval.

STOPPAGE OF WORK

16. If hourly workers are required by the employer to stand-by in wet weather, they shall be paid for such waiting time until definitely sent home, with a minimum payment of two hours per day.

WORKERS' REPRESENTATIVE

17. Where he can lawfully do so, an employer bound by this Agreement shall permit the secretary or other authorised officer of the union to enter at all reasonable times (to be mutually arranged between the employer and the union) upon the premises or works, and there interview any workers, but not so as to interfere unreasonably with the employer's business.

MATTERS NOT PROVIDED FOR

18. Any dispute in connection with any matter not provided for in this Agreement shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any Agreement being arrived at, then such dispute shall be referred to the Local Conciliation Commissioner or such other person as may be agreed upon by the parties concerned, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner or such other appointed person, may appeal to the Court upon giving written notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

UNQUALIFIED PREFERENCE

19. (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 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 sub-clause (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 sub-clause (a) hereof to become a member of a union who fails to become a member, as required by that sub-clause, 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 sub-clause (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 subclauses (a) and (b) apply, after having been notified by an 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.

NOTIFICATION

20. On the request of the union secretary, the employer shall furnish a list of employees: Provided that such lists shall not be required at shorter intervals than six months.

SCOPE OF AGREEMENT

21. This Agreement shall apply to the parties hereto.

TERM OF AGREEMENT

22. This Agreement in so far as it relates to wages and other conditions, shall be deemed to have come into force as from 24th October 1969 and shall continue in force until 23rd April 1971.

In witness whereof the parties hereto have executed these presents the day and year first before written.

Dated this 18th day of December 1969.

Signed for and on behalf of the Northern and Taranaki Labourers, General Workers and Related Trades Industrial Union of Workers.

H. Kay, Secretary.

Witness:

G. Wrightson.

Signed for and on behalf of the City of Whangarei.

R. D. G. Monk.

Witness:

M. Cleverly.