

J. BALLANTYNE AND CO. LTD. AIRPORT EMPLOYEES – INDUSTRIAL AGREEMENT

This Industrial Agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, and its amendments, this 15th day of November 1971, between J. Ballantyne and Co. Ltd., 126–140 Cashel Street, Christchurch (hereinafter called the “employer”), of the one part, and the Canterbury and Westland Amalgamated Shop Assistants’ and Related Trades Industrial Union of Workers (hereinafter called the “union”) of the other part, hereby witnesseth that it is mutually agreed and declared between and by the employer and the union as follows:

SCHEDULE

SECTION 1

SHOPS (OTHER THAN HAIRDRESSING)

This section of the agreement shall be deemed to incorporate the terms and conditions of the New Zealand (except Northern Industrial District other than Gisborne judicial district) General Retail Shop Assistants’ Award dated 14th May 1971, and New Zealand (except Otago and Southland) Retail Chemists Assistants’ Award dated 10th December 1970, with the following modifications:

HOURS OF WORK

1. (a) The hours of work shall not exceed 40 per week to be worked within hours specified in the schedule agreed to from time to time between the employer and the union. The union shall be supplied with a copy of each successive schedule hereafter adopted. This shall also apply to part-time workers.

(b) The hours of work shall be continuous from the time of starting each day except for intervals for meals and refreshments.

(c) Where the assistant is rostered to work on five week days other than Saturday or Sunday, he shall be paid for time worked on Saturday or Sunday at the rate of double time, such payment to be in addition to the weekly wage.

(b) For the purpose of calculating the hours of work, each of the holidays mentioned in the award shall be deemed to be a day worked for the number of hours usually worked on that day of the week, although no work shall have actually been done on such holiday.

(e) Any employee called back to work on the same day shall be paid overtime rates and a travelling allowance to and from work.

WAGES

2. (a) The minimum rates of wages payable to assistants shall be as follows:

Male . .	\$60.60
Female . .	42.10

(b) Upon completion of two years’ continuous employment with the same employer a worker shall be entitled to \$1 per week in addition to the rates prescribed in this clause. Upon completion of five years’ continuous employment with the same employer the worker shall be entitled to \$2 in addition to the rates in this clause. The allowances provided for in this subclause are not cumulative.

This subclause shall not apply to part-time workers.

For the purpose of this provision, continuity of service with the same employer shall not be deemed to be broken by reason of the sale or transfer of a business to a new employer who continues to employ such workers.

(c) The worker designated as being in charge of the employer's airport shops shall be paid \$6.00 per week additional to the above rates. The worker who, when the manager is rostered off assumes his responsibilities at the request of the Company, shall receive \$3.00 per week in addition to the rate prescribed in clause 2 (a).

OVERTIME

3. All time worked in excess of the hours provided for in the schedule for each respective set 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.

For the purpose of overtime calculation the basic hourly rate shall be \$1.25 for males and 85 cents for females.

Any work done on holidays prescribed in clause 12 (a) shall be paid for at double rates in addition to the normal weekly wage, or alternatively the worker may at his or her option take another day in lieu of the holiday, in which case ordinary time only in addition to the weekly wage shall be paid for the time worked on that day.

For time worked outside of, but directly connected with, the worker's rostered shift overtime shall be paid at the rate of time and a half (in addition to the weekly wage).

Where a worker is called back and does not continue working into his normal shift, a minimum of two hours shall be paid for.

CLOTHING

4. (a) Where the employer requires employees to dress in any style or colour an amount of 60 cents per week shall be paid to the employee.

(b) Where smocks, coats or overalls are worn at the request of the employer, the employer shall provide and launder the same.

MEAL MONEY

5. Where a worker is employed on overtime which, by virtue of the maximum span of five hours between meal breaks, necessitates the taking of a second meal break in the total working span, a meal allowance of 80 cents shall be paid for the additional meal.

PART-TIME WORKERS

6. (a) Workers may be employed on a part-time basis.

(b) A part-time worker is one whose engagement is for a longer period than two weeks, but whose hours of employment do not exceed 30 hours in any one week.

(c) A part-time worker may be employed regularly on one or more days in any week.

(d) A part-time worker shall be paid \$1.31 per hour with a minimum of 2 hours per day.

(e) Holidays for part-time workers shall be allowed proportionately on the same basis as for full-time workers.

(f) Subclause (b) of clause 16 of the N.Z. (Except Northern) General Retail Shop Assistants' Award shall apply to part-time workers under this agreement.

(g) Where non-scheduled hours are worked necessitating a return to the airport, a travelling allowance shall be paid to and from work.

SECTION 2

HAIRDRESSING SHOPS

This section of the agreement shall be deemed to incorporate the terms and conditions of the Marlborough, Nelson, Westland and Canterbury Male Hairdressers and Tobacconists Assistants' Award dated 17th February 1971, and Ladies Hairdressers' Award applying in the Canterbury Industrial District and dated 25th February 1971, with the following modifications:

HOURS OF WORK

7. (a) The ordinary hours of work shall not exceed 40 per week to be worked as follows: Between the hours of 8.30 a.m. and 5.30 p.m. Monday to Friday, both days inclusive, and subject to subclauses (c) and (d) hereof between the hours of 8.30 a.m. and 5.30 p.m. on Saturday.

(b) The hours of work shall be continuous from the time of starting each day except for intervals for meals and refreshments.

(c) Where the assistant is required to work on five week days other than Saturday, he shall be paid for time worked on Saturday at the rate of double time, such payment to be in addition to the weekly wage.

(d) Where assistants are required to work only on four days other than a Saturday, they shall be paid for all time worked on a Saturday (which is not a holiday under this agreement) at one half the ordinary time rate in addition to the weekly wage, provided that should the normal working hours be exceeded, they shall be paid at double time rates for all additional time worked on a Saturday.

(e) For the purpose of calculating the hours of work, each of the holidays mentioned in the award shall be deemed to be a day worked for the number of hours usually worked on that day of the week, although no work shall have actually been done on such holiday.

WAGES

8. (a) The minimum rates of wages payable to assistants shall be:

	Per Week
(i) Journeyman or Journeywoman engaged on male hairdressing	\$50.00
(ii) Journeywoman	34.50
(iii) Journeywoman after six years of continuous employment in the industry	35.50
(iv) Manageress	42.50

The rates provided in (ii) and (iii) above shall be increased by \$1.20 per week where a journeywoman holds a Trade Certificate in Ladies Hairdressing.

(b) A female junior may be employed, under supervision at not less than the following rates:

	Per Week
First six months	\$11.40
Second six months	13.03
Third six months	14.67
Fourth six months	16.80
Fifth six months	19.17
Sixth six months	20.80
Seventh six months	23.30
Eighth six months	25.80
Ninth six months	28.28
Thereafter	34.50

No employee shall have her wages reduced through this agreement coming into operation. (c) All bonuses, premiums and commissions earned by assistants shall be paid in addition to the weekly wages specified, and on no account shall any deduction be made from the latter.

All premiums and commissions shall be paid monthly.

OVERTIME

9. (a) All time worked outside or in excess of the hours prescribed in clause 7 hereof shall be paid for at the rate of time and a half for the first three hours and thereafter at double time rates.

(b) Any work done on a Sunday or holidays prescribed by this agreement or days lawfully observed in lieu thereof shall be paid for at double time rates. The said payments shall be in addition to the weekly wage.

CLOTHING

10. It shall be the responsibility of the Company to provide, launder and maintain suitable smocks and/or coats for the use of the workers and at no cost to the workers.

TOOLS OF TRADE:

11. The employer shall provide all tools of trade including electric hair-cutting machines required for use in the establishment.

SECTION 3

THIS SECTION APPLIES TO ALL ASSISTANTS

HOLIDAYS

12. (a) The following shall be allowed as holidays without deduction from wages: Christmas Day, Boxing Day, New Year's Day and the day following, Good Friday, Easter Saturday, Easter Monday, Labour Day, the birthday of the reigning Sovereign, Anzac Day and Show Day.

(b) Should any of the above holidays (other than Easter Saturday, or Anzac Day when it falls upon a Saturday or a Sunday), fall on a Saturday or Sunday, then for the purpose of this agreement such holiday shall be observed on the following Monday. Should the said Monday be a holiday under this agreement then such holiday shall be observed on the following Tuesday.

For assistants employed under Section 1 a holiday which falls on a non-working day shall be transferred to the next working day according to the workers roster.

(c) An annual holiday of two weeks on full pay shall be granted to each worker under this agreement on completion of each year of service, such annual holiday to be exclusive of holidays except, Easter Saturday and Anzac Day, provided for in subclause (a) of this clause, and workers shall be paid for the annual holiday on or before its commencement.

(d) The Annual Holiday shall be increased by one further week to employees on the completion of seven or more years of continuous service.

(e) An employee not completing a year of service with the employer shall be paid in accordance with the provisions of the Annual Holidays Act and its amendments.

(f) 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 20 per cent in the case of workers under Part I or 30 percent in the case of workers under Part II, 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. For the purposes of this clause average earnings does not include lump sum bonuses.

MEAL PERIODS

13. One hour shall be allowed for meals each day. A break of 10 minutes morning and afternoon shall be allowed for refreshments during each work period of not more than 4½ hours.

Where at the request of the employee, a lesser period than one hour is allowed, the meal period shall not be less than one half hour.

PAYMENT OF WAGES

14. (a) All wages and overtime shall be paid weekly during working hours and in cash not later than Thursday in each week. Should a holiday fall on any regular payday wages shall be paid for that week on the working day preceding the holiday.

(b) Workers shall be supplied with a statement setting out the computation of the wages paid, together with any deductions made therefrom, whenever there is an alteration in their normal weekly earnings.

PREFERENCE OF EMPLOYMENT

15. (a) Any adult person engaged or employed in any position or employment subject to this agreement by the 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, 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) The 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.

SCOPE OF AGREEMENT

16. This agreement shall relate to the assistants employed by the employer in their shop or shops situated at the Christchurch International Airport.

TERM OF AGREEMENT

17. This agreement insofar as it relates to rates of wages to be paid shall be deemed to have come into force on the 16th day of October 1971, and so far as all other provisions of the agreement are concerned it shall come into force on the day of the day hereof; and shall continue in force until the 8th day of April, 1972.

For and on behalf of Messrs. J. Ballantyne & Co. Ltd.

A. G. Hudson, Secretary.

For and on behalf of the Canterbury and Westland amalgamated Shop Assistants' and Related Trades Industrial Union of Workers.

B. Alderdice, Secretary.

I hereby certify that this agreement has been consented to by the Remuneration Authority by letter under date 30th November 1971.

N. M. West, Authorised Agent for the parties.