

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

This industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, and its amendments, this 30th day of August 1972 between Air New Zealand Limited (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.

INDUSTRY TO WHICH AGREEMENT APPLIES

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

DEFINITIONS

2. For the purposes of this agreement the following definitions apply:

“Week” means the period of 7 days from midnight Saturday/Sunday to midnight Saturday/Sunday.

“Duty” means the work period of 8 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” means the unexpected recall to work after the officer has left his place of duty.

HOURS OF WORK

3. (a) The ordinary hours of work shall not exceed 8 hours in any day or 40 hours in any week. Where practicable the day’s work shall be continuous.

(b) 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.

(c) Duty rosters shall be posted at least 14 days in advance.

SHIFT WORK

4. (a) Notwithstanding the provisions of clause 3 (a) hereof, five shifts of eight hours each day 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 rate with a minimum of 6 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 3 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.

Provided that all time worked after midday Saturday shall be paid for at twice the ordinary rate.

- (d) The penal rates prescribed in this clause shall apply to the time actually on duty.
 - (e) Officers employed on shifts will be paid a shift allowance of \$208 per annum in addition to their ordinary salary.
 - (f) A further allowance of \$158 per annum will be paid to officers employed on an irregular pattern of shift work.
 - (g) All shift hours worked between 2200 hours and midnight shall incur an additional allowance of 20 cents per hour and for shift hours worked between midnight and 0600 hours in lieu of the 20 cents per hour an additional allowance of 60 cents per hour shall be paid.
 - (h) A break of ½ hour shall be allowed within each 8 hour shift.
 - (i) Officers rostered for duty any part of which falls between 2200 and 0600 shall, where practicable, be provided with a meal.
- (NOTE – This subclause agreed to without prejudice).
- (j) Two days of 24 hours each shall be rostered free of duty in each week. Such rostered days off shall be deemed to commence 9 hours after the expiry of the previous duty. Wherever possible the rostered days off shall be consecutive.

OVERTIME

- 5. (a) All time worked in excess of 8 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 3 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 8 consecutive hours off (excluding travelling time one way up to 1 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 4 hours pay at the appropriate overtime rate.

SALARIES

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

	\$
Flight Services Officer on Probation	4365
1st Year	4567
2nd Year	4734
3rd Year	4899
4th Year	5069
5th Year	5235
6th Year	5405
7th Year	5573
8th Year	5742
*9th Year	5844
*10th Year	5958

*Note – By recommendation only.

(b) On completion of the probationary period each officer shall be paid the first year salary until he has completed 1 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 \$415 p.a. In the event of a temporary appointment of not less than 14 days as directed by the Flight Operations Manager this allowance shall be pro rata.

(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 14.

ANNUAL LEAVE AND HOLIDAYS

7. (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, 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 off falls on one of the holidays specified in subclause (a) of this clause, except Anzac Day, shall have such rostered day off transferred to the next day on which ordinary time rates are paid and if required to work on this transferred day off shall be paid for all time worked at the appropriate overtime rate.

(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) Every officer who, at the date of coming into force of this agreement, has three or more years' service with the company and who is employed on shiftwork shall be entitled to the following annual leave in addition to that specified in subclause (e) above:

In the first year after coming into force of this agreement – 3 continuous days.

In the second year after coming into force of this agreement – 5 continuous days.

In the third year after coming into force of this agreement – 7 continuous days.

The above additional leave shall not be cumulative and nothing in this subclause shall entitle any officer to more than 28 continuous days annual leave.

(g) Wherever possible, annual leave shall be preceded by rostered days off.

(h) 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 paid for every such day.

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

(j) Annual holidays shall be paid for at average rates of pay in a manner agreed between the company and the union.

SICK LEAVE AND RETIREMENT

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

SUPERANNUATION

9. The company shall continue to maintain the contributory Superannuation Scheme.

TRAVELLING EXPENSES

10. (a) Travelling allowances, travelling expenses and the costs of transfers shall be granted in accordance with the 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.

ABSENCE FROM HOME BASE

11. Conditions of service, accommodation and allowance for any officer absent from home base on duty shall be as determined from time to time by the company after consultation with the union.

TERMS OF EMPLOYMENT

12. (a) Employment shall be deemed to be monthly and at least 1 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, 1 month's wages shall be paid or forfeited in lieu of notice.

(b) A probationary period of 6 calendar months from the date of his first appointment shall be served by each officer. This period will be reviewed at the end of the 3 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.

REDUNDANCY

13. Notwithstanding the provision of clause 12 of this agreement where the employment of any Flight Services Officer other than a casual or part-time appointment is terminated solely because the Officer has become redundant by the reason of the closing down of the whole or any part of the employer operation, or by reason of any changes in method, materials or operating technique of any part of the employers operations or by reason of reorganisation or by reason of any other cause (including a reduction of work in any section of the employer operations), which requires a reduction in the number of Officers employed, the following shall apply:

(a) The employer shall consult with the union before taking action under this clause.

(b) The employer shall give the maximum notice practicable which shall not be less than that specified in clause 12 of this agreement.

(c) The employer may elect to pay or the officer may elect to take equivalent pay in lieu of notice.

(d) Wherever practicable Officers who are made redundant shall be offered suitable alternative employment and the employer shall provide the necessary re-training for same. Where suitable alternative employment can be offered alternative arrangements shall be agreed on between the union and the employer. This alternative employment may involve relocation of Officers.

(e) Officers whose employment is terminated due to redundancy shall where possible be given preference in the filling of any suitable vacancies which may arise in the future.

DISPUTES

14. 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 1 month from the date of hearing by the Committee. Either side shall have the right to appeal to the Court against the 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.

UNQUALIFIED PREFERENCE

15. (a) Any adult person engaged or employed in any position or employment subject to this award by an 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 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).

TERM OF AGREEMENT

16. This agreement, in so far as the provisions in clause 6 and subclause (f) of clause 7 are concerned shall be deemed to have come into force on the 1st day of August 1972 and in so far as all other provisions are concerned from the day of the date hereof; and this agreement shall remain in force for the eighteen months from the day of the date hereof.

(NOTE — The provisions of this agreement shall not be implemented until it has been approved by the Remuneration Authority in terms of the Stabilisation of Remuneration Regulations 1972.

MEMORANDUM

1. The company and the union agree that a joint application shall be made to the Court of Arbitration for the exemption of the company from the effects on the salaries prescribed in clause 6 of the Industrial Agreement of each and every General Wage Order which may be issued during the term of the above agreement. The company agrees to indicate to the Court its alternative method of adjusting the rates of remuneration as provided in paragraph 2 of this Memorandum.

2. The rates of remuneration prescribed in clause 6 of this industrial agreement shall be adjusted during the currency of the agreement by the same percentage as salary rates in the State Services are adjusted under the provisions of section 24 of the State Services

Remuneration and Conditions of Employment Act 1969 as a result of the six-monthly survey conducted by the Department of Labour in April and October of each year.

3. This agreement shall become eligible for review in the event of any change in the State Services Remuneration and Conditions of Employment Act 1969. Either party may then call up the agreement for review on giving one month's notice of the intention to do so.

Dated at Auckland this 30th day of August 1972.

For and on behalf of the Auckland Society of International Flight Planners Industrial Union of Workers:

R. Loveridge.

Witness — J. Shaw.

For and on behalf of Air New Zealand Limited:

N. T. McKay.

Witness — T. J. E. Dyer.