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**J. Ballantyne and Co. Ltd Airport
Employees – Collective Agreement
(Voluntary)**

Dated 9/7/76

NOTE: See clause 12 herein for the date on which rates of wages come into force

Form 6

Under the Industrial Relations Act 1973

REGISTERED COLLECTIVE AGREEMENT

In the matter of the Industrial Relations Act 1973; and in the matter of the J. Ballantyne and Co. Ltd. Airport Employees Dispute of Interest between the Canterbury and Westland Amalgamated Shop Assistants and Related Trades (other than Clerks) Industrial Union of Workers and J. Ballantyne and Co. Limited.

The Industrial Commission, having before it the terms of a voluntary settlement arrived at in the above-mentioned dispute of interest and submitted or notified to the Commission pursuant to the provisions of section 65 of the Industrial Relations Act 1973, hereby registers as a collective agreement the terms, conditions, and provisions set out in the schedule hereto and orders;

1. That the said terms conditions, and provisions shall be binding on the parties hereto; and

2. That the said parties shall respectively do, observe, and perform every matter and thing by this collective agreement required to be done, observed, and performed, and shall not do anything in contravention of this collective agreement but shall in all respects abide by and perform it.

In witness of the registration of this collective agreement the seal of the Industrial Commission has hereto been affixed and the President of the Commission has hereunto set his hand, this 9th day of July 1976.

(L.S.)

G. O. Whatnall, President.

Section 65

Regulation 9 (4)

Under the Industrial Relations Act 1973

SUBMISSION OF VOLUNTARY SETTLEMENT FOR REGISTRATION

In the matter of the Industrial Relations Act 1973; and in the matter of J. Ballantyne and Co. Ltd., Airport Employees Dispute of Interest between the Canterbury & Westland Amalgamated Shop Assistants & Related Trades Industrial Union of Workers and J. Ballantyne and Co. Ltd., Christchurch.

To the Registrar of the Industrial Commission.

We hereby submit to you a signed copy of the terms of voluntary settlement of the above-mentioned dispute of interest arrived at by the parties pursuant to section 65 of the Industrial Relations Act 1973, for registration by the Industrial Commission as a collective agreement.

Dated at Christchurch this 4th day of June 1976.

Signatures of Parties:

H. C. Brock, Authorised Agent for the Union.

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

J. BALLANTYNE AND CO. LTD. AIRPORT EMPLOYEES
VOLUNTARY COLLECTIVE AGREEMENT

SCHEDULE

SHOPS (OTHER THAN HAIRDRESSING)

This Agreement shall be deemed to incorporate the terms and conditions of the New Zealand Retail (Non Food) Employees Collective Agreement dated 8th December, 1975, and New Zealand Retail Chemists Assistants Award dated 13th April, 1976, 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.

(d) For the purpose of calculating the hours of work, each of the holidays mentioned in the agreement 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 rostered assistants shall be as follows:

Male – \$106.70

Female – \$95.56

(b) Upon completion of two years' continuous employment with the same employer a worker shall be entitled to \$1.28 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 \$2.54 in addition to the rates in this clause. The allowances provided for in this subclause are not cumulative.

Part-time workers shall be paid the service allowances on a pro-rata basis.

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 \$12.50 per week additional to the above rates. The worker who, when the manager is rostered off assumes those responsibilities at the request of the company, shall receive \$8.50 per week in addition to the rate prescribed in clause 2 (a).

OVERTIME

3. All time worked by full time workers outside of or 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 \$2.15 for males and \$1.91 for females.

Any work done on holidays prescribed in clause 7 (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 \$1.00 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 \$1.50 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. Where the worker is employed for more than 30 hours but less than full-time, because he is unable to accept full-time employment and this is declared by the worker in writing at the time of engagement he shall be paid not less than pro rata the appropriate scale rate. Such worker shall also be termed a part-time worker.

(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 \$2.55 per hour with a minimum of 2 hours per day.

(e) A part-time worker, part of whose ordinary hours of work fall on a day prescribed by this agreement as a holiday, shall be allowed such holiday and paid for the number of hours usually worked by him on that day of the week.

(f) Subclause (b) of clause 17 of the N.Z. Retail (Non Food) Employees Collective Agreement 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. The worker shall be paid a minimum of two hours.

HOLIDAYS

7. (a) The following shall be allowed as holidays without deduction from wages: Christmas Day, Boxing Day, New Year's Day and the day following, New Zealand Day, 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 New Zealand Day or Anzac Day when they fall 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.

A holiday which falls on a non-working day shall be transferred to the next working day according to the worker's roster.

(c) Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944 and its amendments.

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

MEAL PERIODS

8. 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

9. (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 pay day 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.

PREFERENCE OF EMPLOYMENT

10. (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 payable to a person of the age of 18 years or upwards.

SCOPE OF AGREEMENT

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

TERM OF AGREEMENT

12. This agreement shall come into force on the day of registration and shall continue in force until 12 months from that date.

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:

H. C. Brock, Secretary.

MEMORANDUM

This collective agreement has been registered in terms of Regulation 5 of Part 1 of Amendment No. 10 to the Wage Adjustment Regulations 1974, as substituted by Regulation 3 of Amendment No. 10.

A concomitant application lodged pursuant to Regulation 7 of the Regulations as they stood immediately before the commencement of Amendments No. 9 and No. 10 has been sustained.

With effect from 25 June 1976, this collective agreement shall be deemed to have been amended to include the cost of living allowance provided for in Amendment No. 10 of the Wage Adjustment Regulations 1974.

(L.S.)

G. O. Whatnall, President.