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## **Air New Zealand Limited Ground Stewards - Composite Agreement**

Dated 23/7/79

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NOTE: See clause 8 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 Air New Zealand Limited Ground Stewards dispute of interest between Air New Zealand Limited and the New Zealand Federated Hotel, Hospital, Restaurant and Related Trades' Employees' Industrial Association of Workers.

The Arbitration Court, having before it the terms of a voluntary settlement arrived at in the above-mentioned dispute of interest and submitted or notified to the Court pursuant to the provisions of section 66 of the Industrial Relations Act 1973, hereby registers as a collective agreement the terms, conditions, and provisions set out in the form of submission or notification attached 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 Arbitration Court has hereto been affixed and a Judge of the Court has hereunto set his hand, this 23rd day of July 1979.

(L.S.)

N. P. Williamson, Judge.

Sections 65 and 66

Form 5

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 the Air New Zealand Limited Flight Kitchen and Staff Cafeteria Employees' Award dispute of interest between Air New Zealand Limited and New Zealand Federated Hotel, Hospital, Restaurant and Related Trades Employees' Industrial Association of Workers.

To the Registrar of the Arbitration Court.

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 Arbitration Court as a collective agreement.

Dated at Auckland this Sixth day of July 1979.

Signatures of Parties:

For Air New Zealand Limited:

T. M. Clendon.

For New Zealand Federated Hotel, Hospital, Restaurant and Related Trades Employees' Industrial Association of Workers:

L. N. Short.

## SCHEDULE

1. Industry to which Agreement applies: This agreement shall apply only to those workers employed by Air New Zealand Limited who were previously covered by the Air New Zealand Limited Ground Stewards' Award, dated 5 September 1978 and who are now employed by Air New Zealand Limited in the Auckland Flight Kitchen and who, in the ordinary course of their duties, are substantially employed upon work performed in the "make-up" "preset" and assembly areas for in-flight meals.

2. Except as otherwise provided in this agreement, the terms and conditions of the Air New Zealand Limited Flight Kitchen and Staff Cafeteria Employees' Award dated the 7th day of March 1979, shall apply to the workers covered by this agreement.

The following shall apply in lieu of the provisions of the Flight Kitchen Award:

3. Overtime – (a) Any worker may be required to work overtime to meet the reasonable requirements of the industry which is itself governed by the requirements of airline operations. The employer shall endeavour to ensure that workers are not called upon to work an excessive amount of overtime and shall have regard to any exceptional personal circumstances.

(b) All time worked in excess of eight hours in any one day or outside the normal working hours or shift, or on rostered days off, as the case may be, or in excess of 40 hours in any one week, 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, assessed on a weekly basis.

(NOTE – This subclause agreed to without prejudice).

(c) The minimum payment for overtime shall be half an hour and all waiting time after the eight hours working time shall be paid at the overtime rate.

(d) Any worker who is not given at least nine consecutive hours off, (excluding travelling time up to a maximum of one hour) between the termination of one duty and the commencement of the next, shall be paid double rates for all time worked on the second duty. No worker shall lose pay for time his services are not required under this subclause. This subclause will also apply to any worker who works his day off on a rostered duty.

(e) Call Back – (i) In the case of a worker being called back to work after ordinary working hours, a minimum of two hours at the applicable overtime rate shall be paid in respect of each occasion.

(ii) If a worker is called back on a rostered day off, he shall be paid at the applicable overtime rate, provided that he shall receive a minimum payment equivalent to four hours at his ordinary time rate of pay.

(iii) A worker employed under this subclause on Sundays and holidays, shall be paid actual travelling time for one way up to an hour.

(iv) The payment of \$1.50 will be made to a worker who is called in to work his rostered day off on acceptance of this duty and duly signs on.

4. In lieu of the provisions of subclauses (a) and (b) of Clause 6 of the Air New Zealand Limited Flight Kitchen and Staff Cafeteria Employees' Award, the following shall apply:

(a) The minimum rates of wages shall be –

	Weekly	Hourly
Senior Leading Ground Steward		
Operating Catering Hoist. . . . .	159.84	3.996
Senior Leading Ground Steward. . . . .	156.60	3.915
(Leading Airline Kitchenhand). . . . .	(153.44)	(3.836)
Leading Ground Steward		
Operating Catering Hoist. . . . .	157.36	3.934
Leading Ground Steward . . . . .	154.16	3.854

(Leading Airline Kitchenhand) . . . . .	(153.44)	(3.836)
Senior Ground Steward Operating Catering Hoist . . . . .	148.52	3.713
Senior Ground Steward . . . . .	145.28	3.632
(Senior Airline Kitchenhand) . . . . .	(145.28)	(3.632)
Ground Steward . . . . .	134.60	3.365
(Airline Kitchenhand) . . . . .	(134.60)	(3.365)

NOTE: The Senior Leading Ground Steward Operating Catering Hoist, Leading Ground Steward Operating Catering Hoist and Senior Ground Steward Operating Catering Hoist rates of pay are deemed to include the allowance provided for in clause 13, subclause (b) of the Flight Kitchen Award except that when the above workers are required to carry out duties in the food production area, the tool money allowance will be paid pro rata for the hours worked in the area.

### SPECIAL PAYMENTS

5. (a) A worker nominated to carry out the cleaning of the deep freezer chamber and/or the chiller and the nominated checker responsible for the checking of food-stuffs and equipment in the chiller prior to aircraft departure, shall be paid \$1.00 per day.

(b) Kitchenhands designated to carry out the cleaning of silver during their shift, shall be paid \$1.00 extra per shift.

### CONDITIONS

6. (a) A break of half an hour shall be allowed within each eight hour shift, plus adequate wash and walk time.

(b) After every four hours during the continuance of overtime until a nine-hour break for rest is allowed the employer shall provide a meal and allow a break of half an hour, plus adequate wash and walk time, which shall be paid for.

If the meal is not provided, a meal allowance of \$2.35 shall be paid and the break provided.

(c) Workers shall not be required to work for more than five hours without an interval of at least half an hour for a meal, plus adequate wash and walk time.

(d) Two ten-minute rest periods shall be allowed during each shift at a time agreed between the employer and the worker, plus adequate wash and walk time, on commencement and after each two hours' continuous overtime, provided that the overtime is to be continued after such interval plus adequate wash and walk time.

(e) Promotion of rank shall in all cases and in all circumstances, be at the absolute discretion of the Company, but without restricting in any way the exercise of such discretion, due regard shall be had to length of service, efficiency, merit and proved ability to the added responsibility. An Appeals Committee under the chairmanship of an independent chairman and comprising of two nominated representatives of the Union and two representatives of the Company, will be established to consider an appeal by a worker covered by this agreement against his unsuitability to promotion.

(f) Workers covered by this agreement shall be advised of any suitable vacancy within the Cabin Services Division, including Flight Steward vacancies, in sufficient time for any application to be considered.

(g) In respect of workers covered by this agreement, the holidays provided for in clause 11 (a) of the Air New Zealand Ground Stewards' Award, shall continue to apply.

(h) During a dispute of other airlines, or other areas, when a clearance from the Federation of Labour is obtained, and double catering is required, workers who are directly involved with the assembling, washing up and loading of a double catered service will be paid two hours' double time rates for every such service.

## SCOPE AND APPLICATION OF AGREEMENT

7. This agreement shall operate in the Northern Industrial District and shall apply only to the parties to this agreement.

## TERM OF AGREEMENT

8. This agreement shall come into force on the date hereof and this agreement shall remain in force until the coming into effect of a new document to replace the current Air New Zealand Flight Kitchen and Staff Cafeteria Employees' Award, which expires on 9th February 1980.

Dated in Auckland this sixth day of July, nineteen hundred and seventy-nine.

For and on behalf of the New Zealand Federated Hotel, Hospital, Restaurant and Related Trades Employees' Industrial Association of Workers:

L. M. Short.

For and on behalf of Air New Zealand Limited:

T. M. Clendon.

## MEMORANDUM

This collective agreement incorporates the terms of voluntary settlement arrived at by the parties and forwarded to the Court for registration pursuant to section 65 of the Industrial Relations Act 1973.

The parties' settlement for a shortened term has the Court's consent pursuant to section 92 (2) of the Industrial Relations Act 1973 and Regulation 6 (3) of the Wage Adjustment Regulations 1974.

N. P. Williamson, Judge.