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Whangarei Airport Employees – Collective Agreement (Voluntary)

Dated 1/7/81

Note: See clause 24 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 Whangarei Airport Employees Industrial Dispute of Interest between Whangarei City Council and the New Zealand Labourers, General Workers and Related Trades Industrial Union of Workers (Northern Branch).

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 65 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 1st day of July 1981.

(L.S.)

D. S. Castle, Judge

Secs 65 and 66

Form 5

Reg. 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 Whangarei Airport Employees Industrial Agreement dispute of interest between the Whangarei City Council and the New Zealand Labourers General Workers and Related Trades Industrial Union of Workers.

To the Registrar of 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 Whangarei this 27th of February 1981.

Signed on behalf of the Whangarei City Council

F. L. E. Wilson, General Manager

Signed on behalf of the New Zealand Labourers Union (Northern Branch)

L. Smith, Secretary

WHANGAREI AIRPORT EMPLOYEES' INDUSTRIAL AGREEMENT

This industrial agreement made in pursuance of the Industrial Relations Act 1973 and its amendments between the New Zealand Labourers General Workers and Related Trades IUOW, (hereinafter called "The Union",) of the one part and the Whangarei City Corporation, Private Bag, 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 Corporation.

HOURS OF WORK

2. (a) The ordinary hours of work shall be 40 per week, eight per day of which shall be worked continuously between 7.30 a.m. and 5.00 p.m. of the five days per week Monday to Friday inclusive.

(b) The hours of work for Saturdays, Sundays or Statutory holidays shall be on a roster system with a minimum of three hours at the appropriate rate.

WAGES

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

| | Per Week | Per Hour |
|--------------------------------|----------|-----------|
| Airfield Maintenance Ganger | \$174.97 | \$4.3742 |
| Airfield Maintenance Assistant | \$164.58 | \$4.1145 |
| Casual Worker | | \$4.68896 |

These rates include 4% General Increase from 1 August 1980.

The payment of \$5.39 as per clause 5. A. (xii) of the New Zealand (with exceptions) Local Bodies Gardeners, Labourers, and General Workers award will be paid to all workers covered by this Agreement.

OVERTIME

4. As per Clause 4 of the New Zealand (with Exceptions) Local Bodies Gardeners, Labourers and General Workers Award.

PAYMENT OF WAGES

5. As per Clause 5 of the New Zealand (with Exceptions) Local Bodies Gardeners, Labourers and General Workers Award.

HOLIDAYS

6. (a) The recognized holidays shall be New Year's Day and the day following, Good Friday, Easter Monday, Waitangi Day, 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 such payment being in addition to any payment to which a worker is entitled under sub-clause (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 one 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 of the holiday from such one or more of those Employers and if more than one, in such proportions as the Inspector of Awards determines.

SICK LEAVE

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

| Continuous Service | Ordinary Pay | Supplementary Pay \$26.25 per Week |
|----------------------------------|------------------|---------------------------------------|
| Over 1 year and up to 3 years | 15 Working Days | 15 Working Days |
| Over 3 years and up to 5 years | 25 Working Days | 15 Working Days |
| Over 5 years and up to 10 years | 45 Working Days | 15 Working Days |
| Over 10 years and up to 15 years | 65 Working Days | 20 Working Days |
| Over 15 years and up to 20 years | 90 Working Days | 30 Working Days |
| Over 20 years and 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. Supplementary pay in any one period to limit of entitlement.

RETIRING LEAVE

8. 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 of service but less than 20 years 31 days pay plus 1 day for every two months service in excess of 10 years.

TERMINATION OF EMPLOYMENT

9. 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 ALLOWANCES

10. Workers required to use their own transport shall be paid an allowance as per the schedule for Government services.

TRAVELLING TIME

11. As per Local Body Gardeners, Labourers & General Workers Award.

TOOLS

12. (a) Where necessary all tools shall be supplied and kept in proper order by the Employer.

(b) Employer to supply suitable oilskin raincoats, etc., to workers who are required to work in wet weather. This will not mean that a worker is expected to work in the rain for other than essential work as agreed upon between the Union and the Employers.

ACCIDENTS

13. 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 deems necessary.

MEAL ALLOWANCES

14. Where a worker is called upon to work overtime later than one hour after his ordinary knocking off time for the day or beyond 1.00 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 \$2.704 meal money provided such worker cannot reasonably get home for a meal. Also for each four hours worked beyond the first meal allowance another will be paid.

STOPPAGE OF WORK

15. If casual 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.

RIGHT OF ENTRY

16. 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.

DISPUTES

17. As per the Local Bodies Gardeners, Labourers & General Workers Award.

NOTIFICATION

19. On the request of the Union Secretary the Employer shall furnish a list of employees, provided that such a list shall not be required at intervals shorter than two months.

SCOPE OF AGREEMENT

20. This Agreement shall apply to the parties thereto.

21. The same as Clause 10 from the New Zealand Local Bodies Gardeners, Labourers & General Workers Award special holidays for long service.

22. This Agreement will run concurrently with the Local Bodies Gardeners, Labourers & General Workers Award and will retain any percentage as at present applies.

23. Any matters or payments not covered in this Agreement will be covered by the New Zealand (with exceptions) Local Bodies Gardeners, Labourers and General Workers Award.

TERM OF AGREEMENT

24. This Agreement in so far as it relates to wages and other conditions, shall be deemed to have come into force as from 3.3.81 and shall continue in force until 20.12.81

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

Dated this 25th day of February 1981.

Signed for and behalf of the New Zealand Labourers Union (Northern Branch)

L. Smith

Witness:

The Common Seal of the Whangarei City Council was pursuant to a resolution of the Whangarei City Council passed on the 25th day of February 1981 hereunto affixed in the presence of:

M. E. M. Elliott, Mayor

F. L. E. Wilson, General Manager and Town Clerk

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.

The rates of remuneration determined by this collective agreement shall be increased to the extent and in the manner prescribed by the general order of the Arbitration Court made under the Economic Stabilisation (Cost-of-Living Increase) Regulations 1980.

(Explanatory Note — The general order increased rates of remuneration determined by awards and collective agreements by 5% with effect on and from the 11th June 1981. For the purposes of the general order, the term "remuneration" means salary or wages and all other payments of any kind whatsoever prescribed in awards and collective agreements.)

(L.S.)

D. S. Castle, Judge