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**J. BALLANTYNE AND COMPANY
LIMITED AIRPORT EMPLOYEES —
COLLECTIVE AGREEMENT
(VOLUNTARY)**

Dated 17/7/86

NOTE: See clause 13 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 Company Limited Airport Employees Dispute of Interest between the New Zealand (except Northern, Marlborough, Otago and Southland) Shop Employees and Related Trades Industrial Union of Workers and J. Ballantyne and Company Limited.

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 17th day of July 1986.

(L.S.)

D. S. CASTLE,
JUDGE.

Sec. 65

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 J. Ballantyne & Co. Ltd. Airport Employees Dispute of Interest

BETWEEN the New Zealand (except Northern, Marlborough, Otago and Southland) Shop Employees and Related Trades Industrial Union of Workers.

AND J. Ballantyne & Co. Ltd., Christchurch.

TO: The Registrar of the Arbitration Court.

WE HEREBY submit to you a signed copy of the terms of voluntary settlement of the abovementioned 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 Christchurch this 20th day of May 1986.

Signatures of Parties:

N. N. HILSTON (MRS.), Authorised Agent for the Union.

A. J. DAVIS, Authorised Agent for the Employer.

Filed by A. J. Davis

Address for Service:

Canterbury Employers' Assn.,
P.O. Box 359,
CHRISTCHURCH.

**J. BALLANTYNE & 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 Award from time to time in force, with the following modifications:

1. HOURS OF WORK

(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 provided that a divided shift may be worked by mutual arrangement.

(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) Where a full-time worker works a divided shift that shift shall not exceed eight hours working time and an allowance of \$2.85 shall be paid for that shift.

Where a worker is called back to work on the same day but not as part of a divided shift, overtime rates shall be paid and a travelling allowance to and from work shall also be paid.

2. WAGES

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

\$313.00 per week.

(b) Upon completion of one year's continuous service with the company a worker shall be entitled to \$3.36 per week in addition to the rate prescribed in subclause (a).

Upon completion of two years' continuous employment with the company a worker shall be entitled to \$6.72 per week in addition to the rate prescribed in subclause (a). Upon completion of five years' continuous employment with the company the worker shall be entitled to \$10.08 in addition to the rate in subclause (a). Upon completion of ten years' continuous employment with the

company the worker shall be entitled to \$13.44 in addition to the rate in subclause (a). 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 company shall not be deemed to be broken by reason of the sale or transfer of the 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 \$52.93 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 \$30.55 per week in addition to the rate prescribed in Clause 2 (a).

3. PAYMENT FOR LATE NIGHT WORK

When in any week an employee works a roster which contains a period or periods of continuous duty of at least 2½ hours and which finishes after 6.30 p.m. that employee shall, once in that week, be paid a late night allowance of \$7.57 in addition to all other payments. This allowance will not form part of the ordinary pay for the purposes of overtime calculations.

When the work period referred to commenced prior to 4 p.m. on that day one meal allowance of \$5.20 shall also be paid for that week.

4. OVERTIME

(a) 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.

(b) For the purpose of overtime calculation the basic hourly rate shall be as follows:

Less than 1 year's current continuous service	\$6.267
After 1 year's current continuous service	\$6.351
After 2 years' current continuous service	\$6.435
After 5 years' current continuous service	\$6.519
After 10 years' current continuous service	\$6.603

(c) Any work done on holidays prescribed in clause 8 (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.

(d) 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).

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

(f) Where any time is worked between midnight and 6 a.m., the worker shall receive an allowance of \$7.57.

5. CLOTHING

(a) Where the employer requires employees to dress in any style or colour an allowance shall be paid to the employee, of the same amount paid from time to time in the Company's town shop.

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

6. **MEAL MONEY**

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 \$5.20 shall be paid for the additional meal.

7. **PART-TIME WORKERS**

(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 are less than 40 per 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 \$8.36 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 that worker on that day of the week.

(f) Subclause (b) of clause 19 of the N.Z. Retail (Non-Food) Employees 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. The worker shall be paid a minimum of two hours.

(h) Clause 4 (f) of this agreement shall apply to part-time workers.

8. **HOLIDAYS**

(a) The following shall be allowed as holidays without deduction from wages: Christmas Day, Boxing Day, New Year's Day and the day following, Waitangi Day, Good Friday, 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 Waitangi 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 Holidays Act 1981.

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

9. **MEAL PERIODS**

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.

10. **PAYMENT OF WAGES**

(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.

11. **UNION MEMBERSHIP**

Refer to Court's memorandum.

12. **SCOPE OF AGREEMENT**

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

13. **TERM OF AGREEMENT**

This agreement shall come into force on the 3rd day of December 1985 and shall continue in force until the 2nd day of December 1986.

Dated this 20th day of May 1986.

For and on behalf of

Messrs. J. Ballantyne & Co. Ltd.

A. G. HUDSON, **SECRETARY.**

For and on behalf of the

New Zealand (except Northern, Marlborough, Otago and Southland) Shop Employees Industrial Union of Workers.

M. N. HILSTON (MRS), **DISTRICT SECRETARY.**

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 Court has, pursuant to section 92(2) of the Industrial Relations Act 1973, consented to the specified period for which this collective agreement is to continue in force being less than one year from the date of registration.

Clause 11 of the terms of settlement forwarded to the Court for registration contained an instruction to insert a union membership clause in the same form as set out in section 98 of the Industrial Relations Act 1973 (as amended by the Industrial Relations Amendment Act 1985).

Section 17 of the Industrial Relations Amendment Act 1985, Transitional Provision in Respect of Unqualified Preference Provisions, says that every collective agreement or award subject to section 17, shall be deemed to contain a union membership clause in the same form as set out in section 98 of the Industrial Relations Act 1973. The union membership clause reads as follows:

“If any adult person (other than a person who holds a certificate of exemption from union membership issued under section 112o of the Industrial Relations Act 1973) who is not a member of a union of workers bound by this agreement is engaged or employed by any employer bound by this agreement, in any position or employment that is subject to the agreement, the person shall become a member of the union within 14 days after that person's engagement or, as the case may

require, after this clause comes into force, and shall remain a member of the union so long as that person continues in the position or employment.”

(L.S.)

D. S. CASTLE,
JUDGE.