Please post in a conspicuous place accessible to workers

AIR NEW ZEALAND LIMITED MAINTENANCE WATCH STAFF, AUCKLAND – COLLECTIVE AGREEMENT (VOLUNTARY)

Dated 14/7/87

NOTE: See clause 8 herein for the date on which rates of wages come into force.

Published and issued by the Arbitration Court of New Zealand

12566

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 Maintenance Watch Staff, Auckland dispute of interest between the New Zealand Amalgamated Engineering, and Related Trades Industrial Union of Workers and Air New Zealand 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 14th day of July 1987.

(L.S.)

N. P. WILLIAMSON JUDGE

Section 65

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 Air New Zealand Limited Maintenance Watch staff employed at Auckland Base, Dispute of Interest between Air New Zealand Limited and the New Zealand Amalgamated Engineering and Related Trades Industrial Union 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 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 Auckland this 30th day of April 1987

For and on behalf of Air New Zealand Limited

G. J. Kyne, ADVOCATE.

D. Blenkinsopp, HEAD LINE MAINTENANCE.

For and on behalf of the

New Zealand Amalgamated Engineering and Related Trades Industrial Union of Workers

F. Anderson, ORGANISER.

G. Griffiths, UNION REPRESENTATIVE.

1.

PREAMBLE

As a result of other workers employed on Line Services at Auckland Airport working a 6 on 3 off shift pattern the Maintenance Watch Engineers employed at Auckland Airport requested that they also be permitted to work the same pattern. The Company agreed on the basis of no increase in staff members, no additional cost to the Company, and all operational requirements were to be met in full.

2.

APPLICATION

Unless otherwise specified in this agreement the Safe Air Limited, Air New Zealand Limited Aircraft Workers Award Doc. No. 637 (negotiated and settled on the 12th November 1986) applies to all workers covered by this agreement.

3.

GENERAL CONDITIONS

(a) This agreement covers the Maintenance Watch Engineers employed at Auckland Airport.

(b) The new shift roster/patterns will commence on Sunday 3rd May 1987.

4. **PAY WEEK AND METHOD OF PAYMENT (Explanation)**

(a) Registration of this document with the Arbitration Court signifies acceptance by the parties to this agreement that the hours of work which constitute an ordinary week's work can be varied to a greater or lesser amount than 40 hours according to the "6 on 3 off" roster pattern and will supersede such references in the award.

(b) It is recognised that initial administrative problems will prevent the immediate introduction of a new pay week and salary system, however, this will not hold up the introduction of the "6 on 3 off" roster.

(c) The parties agree that no later than 19th July 1987 the pay week will change to a Monday to Sunday and a 2 week salary will be introduced.

(d) Until the introduction of the new pay system the pay week will consist of the present Sunday to Saturday and pay will be solely for time actually rostered to be worked in that week. e.g. if 6 days are rostered as part of the 6 on 3 off pattern, then 48 hours are paid at ordinary time; if 4 days are rostered during the Saturday — Sunday week then 32 hours will be paid for the weeks work. Workers must ensure that their pay deductions are compatible with such a reduced pay.

(e) All rostered days which are part of the 6 on 3 off pattern are regarded as ordinary days and any overtime will be calculated in accordance with subclause (a) and (d) above.

5.

SHIFT HOLIDAYS

In recognition of the reduced annual hours worked by workers covered by this agreement, the parties agree that a proportion of the shift leave outlined in clause 16 (e) (iii) of the Award will be deducted from the workers accordingly.

6.

DISPUTES

Any dispute that arises during the term of this agreement in relation to the conditions and/or application of this agreement will be handled under the disputes clause of the Air New Zealand Limited Aircraft Workers Award.

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7.

UNION MEMBERSHIP

If any adult person (other than a person who holds a certificate of exemption from union membership issued under section 1120 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.

(Explanatory note in relation to expiry of union membership clause: This clause will expire on 11 November 1989 unless it is extended pursuant to section 101A of the Industrial Relations Act 1973.)

8.

TERM OF AGREEMENT

This agreement shall come into force on the 3rd May 1987 and shall remain in force until the 12th November 1987. After that time the agreement will continue subject to either parties right of withdrawal. Such a withdrawal shall be proceeded by three months notice in writing. The parties will advise the Court of cancellation in order that cancellation pursuant to Section 92 (5) of the Industrial Relations Act 1973 may be initiated.

Dated at Auckland this 30th day of April 1987

For and on behalf of

Air New Zealand Limited

G. J. Kyne, ADVOCATE.

D. Blenkinsopp, HEAD LINE MAINTENANCE.

For and on behalf of the

New Zealand Amalgamated Engineering and Related Trades Industrial Union of Workers

F. Anderson, ORGANISER.

G. Griffiths, UNION REPRESENTATIVE.

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.

In light of receiving a certificate of result of union membership ballot dated 12 November 1986 pertaining to the applicant union, the Court has, pursuant to section 100(1) of the Industrial Relations Act 1973, inserted a union membership clause and explanatory note as clause 7.

(L.S.)

N. P. WILLIAMSON JUDGE

NOTE: This is a new agreement citing the parties hereto. The registration number has not been previously allocated.