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Air New Zealand Officers Association Inc.—Voluntary Agreement

Dated 10/10/77

SUBMISSION OF VOLUNTARY SETTLEMENT FOR REGISTRATION

In the matter of the Industrial Relations Act 1973; and in the matter of the Air New Zealand Officers Association Inc. Agreement, Auckland, Airline dispute of interest between the Air New Zealand Officers Association Inc. and Air New Zealand Ltd.

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 141 of the Industrial Relations Act 1973 for registration by the Industrial Commission as a collective agreement.

Dated at Auckland this 13th day of July 1977.

Signature of Parties:

M. Gibson, President, Air New Zealand Officers Association Inc. P. Burkitt, Director of Personnel, Air New Zealand Limited.

AIR NEW ZEALAND OFFICERS AGREEMENT

INTRODUCTION

1. This Agreement shall apply to all New Zealand based members of the staff of AIR NEW ZEALAND whose salaries are determined by or in accordance with the Company's classification scheme and who are paid a salary higher than that determined for Union membership. They are herein otherwise referred to as, 'Officers' and/or 'classified staff'.

DEFINITIONS

In this schedule, unless the context requires a different construction "Award" means an award of the Court constituted under the Industrial Relations Act 1973 or Industrial Agreement or Award. "Nearest Relevant Award" means:

- (1) For officers employed in an administrative or clerical capacity, the current AIR NEW ZEALAND LIMITED, New Zealand National Airways Corporation, Safe Air Limited Clerical Employees Industrial Agreement
- (2) For officers employed in an engineering capacity, the current Air New Zealand Engineering Senior Foremen and Foremen Agreement.
- (3) For officers employed in the Cabin Services Division, the current Hotel Workers Flight Kitchen Agreement.

"Service" means and includes the exercise and performance of the powers, functions and duties of the Company.

"Day" means a period of 24 hours commencing at 0001 hours, provided that a rostered shift and its associated overtime may commence before and finish after midnight and still be considered as the work of one day, without attracting any additional penalty or payment to those already provided in the nearest relevant award.

"Week" means a period of 7 days commmencing at 0001 hours Sunday.

"Vacancy" means an unoccupied established position or newly created establishment position.

HOURS OF WORK, SHIFTS, OVERTIME AND MEAL ALLOWANCES

2. (Officers earning up to maximum salary as per Staff Manual Part 3 Section 3). Conditions covering hours of work, shifts, on call, calls back, overtime, penal rates and meal allowances, shall be those set out in the nearest relevant award, provided that the number of shifts to be worked in any given week in any section may be varied by agreement with the officers of that section and their controlling officer.

HOURS OF WORK, SHIFTS, OVERTIME AND MEAL ALLOWANCE

- 3. (Officers exceeding maximum salary as per Staff Manual Part 3 Section 3).
- (a) The principle of a 40 hours, 5 days week shall be observed. Notwithstanding the above, these officers are expected to devote such time and to work such hours as are necessary to carry out their duties efficiently. The principle of 'give and take' is to be applied and encouraged by the Company and the Association.
- (b) Officers who are required to work on Saturday or Sunday as part of their normal five day week shall be entitled to claim penal rates in accordance with the provisions of the nearest relevant award. Those in receipt of an allowance in lieu of weekend work will not qualify for any additional payment.
- (c) Officers who work rostered shifts shall enjoy the conditions for shift workers as set down in the nearest relevant award, provided that the number of shifts and times of shifts to be worked in a week in any section may be varied by agreement with the officer of that section and their supervisor.
- (d) Officers shall not be entitled to claim overtime, except in exceptional cases when directed by their Divisional Manager, but in lieu thereof shall receive five additional days off per annum in accordance with the provisions of the relevant Section of the Staff Manual.
- (e) If in exceptional circumstances overtime is directed by the Divisional Manager, such overtime shall be paid at normal hourly rates. Those in receipt of an allowance in lieu of overtime shall not qualify for any additional payment. The payment of overtime where directed will be in addition to the five days special leave as per 3 (d) above.
- (f) Officers who are directed to work on Public and Company holidays shall be paid at the rate of double time for time worked and such payments to be in addition to ordinary salary. Alternatively a day in lieu may be granted if the officer so wishes.
- (g) Officers who are required to work over a normal meal time in accordance with (e) above during extended hours shall be supplied with a meal where practicable or shall be reimbursed actual and reasonable additional expenses in respect of meals or be paid an allowance in lieu in accordance with the nearest relevant award.
- (h) Should an Officer be directed by his Divisional Manager to work on both his days off in any given week, he may, in lieu of payment, be granted at his request either two alternative and consecutive days off in a subsequent week or may have those days added to his balance of annual leave due. Such additions may not be made so as to increase the annual leave balance beyond the maximums allowed under Part 9 Section 1 of the Staff Manual.

SALARIES

- 4. (a) The salary rates for classified staff shall be determined according to the position held by each officer as described in the Hay evaluation scheme. Each officer shall on request through his Divisional Manager, be informed of the points value and salary range for his position.
- (b) Persons being promoted from the Awards to classified positions shall be progressed within a maximum period of two years by six monthly increments to at least the minimum classified salary for the position.
- (c) Where for any reason other than inability to meet the requirements of the job, or for disciplinary reasons, an Officer is removed from a classified position, either within New Zealand or on returning to New Zealand on completion of an overseas posting, every endeavour will be made to appoint the Officer to a position of similar classification to the position he has left. In the event a suitable vacancy does not exist, the Officer concerned will retain his existing salary range and salary level, and subject to the provision of Clause (d) below, he will be eligible for any

further increments payable within that range until such time as the maximum is reached or he is promoted to a higher position.

- (d) The salaries of all classified staff shall be reviewed annually by September and any increases granted made payable from the first day of October in the same year. Increments beyond the mid-point of the salary scale shall be supported by a favourable report.
- (e) There shall be a general review of classifications under the classification scheme at not more than five-yearly intervals. The next such general review shall be completed by October 1980.
- (f) The Company will continue the practice of applying the movement in State Rates to all officers covered by this Agreement.
- (g) If the job content should alter to any extent the incumbent is entitled to submit through his supervisor a draft description of the changes that have taken place for re-evaluation of the position.
- (h) An officer temporarily appointed to a position of greater responsibility to provide relief for leave or temporary absence of his supervisor will be paid a higher duties allowance provided he is required to accept the total responsibilities of the higher position and he fills that position for at least four weeks.
- (i) Where a classified officer is required by the Company to hold professional qualifications, any annual fees necessary to maintain membership of the approprate professional body shall be re-imbursed by the Company.

TERMS OF EMPLOYMENT

5. In the case of classified officers, employment shall be on a monthly basis and at least one month's notice of the termination thereof shall be given by either party. Where the employment is terminated by either party without notice, one month's salary shall be paid or forfeited in lieu of notice.

TRANSPORT

6. Officers shall be expected to find their own way to and from work at their own expense for normal hours of duty. Notwithstanding this, special arrangements may be negotiated to meet local transport problems.

TRAVELLING ALLOWANCES

7. Travelling allowances, incidental expenses, transfer expenses and travelling expenses shall be granted in accordance with scales set out in the relevant section of the Staff Manual or as agreed upon between the individual and the Company.

ANNUAL LEAVE AND HOLIDAYS

- 8. (a) Classified officers shall be granted three weeks annual leave on appointment. After 10 years continuous service officers shall be granted four weeks annual leave.
- (b) All other leave entitlements shall be granted as specified in relevant sections of the Staff Manual.

FILLING OF VACANCIES

- 9. (a) All positions up to the level below Departmental Manager will be advertised internally as vacancies arise. However, in the case of internal transfers within a Division or Department for training or development purposes, or in other situations where advertising is considered inappropriate, the Association will be so advised.
- (b) Positions of a specialised nature (e.g. Accounting, Computer, Engineering) where professional or technical skills are required, may be advertised within the appropriate Division only.

(c) The decision to advertise internally and externally concurrently will be the

prerogative of the Manager Personnel Services.

(d) The minimum salary level for the position to be filled will be included on the internal advertisement and the salary range and points value disclosed to the applicants short-listed for the position.

REPRESENTATION

10. At the request of either party meetings will be arranged to discuss or consult over matters of joint interest.

GRIEVANCES

11. Any unresolved grievances shall be discussed between the Company and the Association for an amicable settlement.

STAFF REDUNDANCY

12. The Association has the right to negotiate in a staff redundancy situation and no action will be taken until such time as agreement is reached. If no agreement is reached within a reasonable period the matter will be referred to an independent arbitrator.

EARLY RETIREMENT

13. It is recognised that an officer may terminate his/her employment with the Company at any time but he/she will be considered to have reached retirement status only if the termination occurs at or after the age of 60. Notwithstanding the foregoing, for the purpose of staff travel concessions only, an employee who has attained the age of 55 years and whose combined age and years of continuous service total at least 80, will be deemed to have reached retirement status.

RENEGOTIATING OF AGREEMENT

14. To be renegotiated eighteen months from date of signing.

21st July 1977

L. Hennessey.

M. Gibson, President.

M. Maguire, Air New Zealand Ltd.

C. Pace, General Secretary, Air New Zealand Officers Association Inc.

MEMORANDUM

This voluntary agreement has been filed by the Registrar in accordance with Section 141 of the Industrial Relations Act 1973.

Dated at Wellington this 10th day of October 1977.

(L.S.)

B. P. Gray, Registrar.