
AERIAL MAPPING LTD., HASTINGS, **EMPLOYEES**—INDUSTRIAL AGREEMENT

[Filed in the Office of the Clerk of Awards, Wellington]

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 30th day of September 1960, between the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers (hereinafter referred to as "the union") and Aerial Mapping Ltd., Hastings (hereinafter referred to as "the employer"), witnesseth that it is hereby mutually agreed and declared between the union and the employer as follows:

That, as between the parties hereto, the terms conditions and provisions herein contained shall be binding on the said parties, and the said terms, conditions, and provisions shall be deemed to form part of this agreement; and, further the said parties shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement.

Clause 5

Provided that employees who, on the coming into force of this agreement are receiving wages at a higher rate than is prescribed herein for the work on which they are engaged shall not have their wages reduced because of anything contained in clauses 2 and 4 of the agreement.

Clause 6: Requirements of Economic Stabilisation Regulations

No worker bound by this agreement shall in any week be paid a lesser amount by his employer than the worker would have been entitled to be paid under this agreement if it had specifically applied the general order of the Court dated 18 September 1959, otherwise than by incorporation pursuant to the pronouncement of the Court dated 18 September 1959.

Clause 7: Payment of Wages

(a) All wages shall be paid weekly not later than Thursday in accordance with existing practice.

(b) All wages shall be paid on dismissal of a worker or when the worker leaves on his own accord.

(c) The employer may make a rateable deduction from the weekly wages specified for any time lost by a worker through sickness or default.

Clause 8: Hours of Work

(a) Forty hours shall constitute an ordinary week's work, of which not more than eight hours may be worked on each day from Monday to Friday inclusive, and between the hours of 7.30 a.m. and 5.30 p.m. The time of starting and ceasing work between these hours shall be arranged between the employer and the union.

(b) Aircrew staff may, at those seasons of the year which call for early morning flying, work at times to suit the surveys.

(c) Similarly where photogrammetric plotting hours are required in excess of eight hours daily, operators may arrange times to suit provided they do not exceed seven hours in any one day.

Clause 9: Overtime

(a) Except as otherwise provided, all work done in excess or outside of the hours mentioned in clause 8 hereof shall count as overtime and shall be paid for at the rate of time and a half for the first three hours in any one day and double time thereafter. Any worker (other than a shift worker) who is called back after 10 p.m. or after 12 noon on Saturday or before 6 a.m. shall be paid double rates.

(b) When any worker, other than a shift worker, is called upon to work overtime after 6 p.m. on Monday, Tuesday, Wednesday, Thursday or Friday or after 12.30 p.m. on Saturday, or Sunday and every four hours thereafter during the continuance of such overtime until an eight hour break for rest is allowed the employer shall provide a meal or allow meal money at the rate of 5s. per meal.

Clause 10: Holidays

(a) The recognised holidays shall be New Year's Day and the day following, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Anniversary Day or Show Day or a day to be substituted thereof by agreement with the union. Provided that where any holiday other than Anzac Day falls on a Sunday, it shall be observed on the following Monday.

(b) Workers who are entitled to be paid for the holidays set out in paragraph (a) hereof shall be all those who have been working at any time during the fortnight ending on the day on which the holiday occurs. No payment over and above an ordinary week's wages shall be paid to any worker for a holiday which falls on what is not ordinarily a working day except for work actually performed on such a day.

(c) For work done on any of the above holidays or on Sundays double time shall be paid.

(d) Notice of closing down for Christmas holidays shall be posted in a conspicuous place for at least 28 days before the holidays.

(e) *Annual Holidays*—An annual holiday of two weeks shall be allowed at the completion of a year's service, or three weeks after 10 years continuous service.

Clause 11: General Provisions

(a) Where any worker is engaged on battery work using amyacetate, paint remover, dope restar, acid cleaning compounds, or similar preparations in spray painting, such workers shall be provided, free of charge, with a minimum of 1 pint of fresh milk each day and also be provided with suitable respirator, apron and gloves where necessary.

(b) The employer shall provide reasonable facilities for supplying warmth for employees working in workshops in cold weather.

(c) Workers employed on oxy-acetylene or electric welding and cutting shall be provided with goggles or helmets and gauntlets or gloves, and suitable screens shall be supplied for electric welding machines.

(d) Overalls, smocks and aprons shall be provided by the employer as required.

(e) A 10 minute rest period shall be allowed in the morning and afternoon to all workers.

Clause 12: Accidents

(a) A modern first-class emergency case, fully equipped, shall be kept in a convenient and accessible place in every works also provision made for a supply of hot water at short notice.

(b) Facilities shall be provided for rendering first aid in the case of accident to workers while working outside the employer's place of business.

(c) The St. John Ambulance first aid compressed kit shall be the first-aid case to be kept as required in sub-clause (a) and shall be open to inspection once a month by a union official.

Clause 13: Access to Workshop

The secretary or other authorised officer of the local union of workers concerned shall, with the consent of the employer (which consent shall not be unreasonably withheld) be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business. The employer shall give recognition to any worker who is appointed shop steward in the establishment in which he is employed.

Clause 14: Disputes Committee

Should any dispute or difference arise in connection with any matter not provided for in this agreement, it shall be settled between the particular employer concerned and two representatives of the local branch of the union. If no settlement is arrived

at, then such dispute shall be referred to a disputes committee consisting of two representatives of the employers and two representatives of the union for their decision. If such committee is unable to decide the matter it may refer the matter to the Court of Arbitration, or either party may appeal to the Court of Arbitration from the decision of such committee upon giving to the other party 14 days' notice in writing of intention so to appeal.

Clause 15: Workers to be Members of Union

(a) It shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May 1936, and which is bound by this agreement. Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this agreement during any time while there is no member of a union bound by this agreement who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purpose of sub-clause (a) of this clause a person of the age of 18 years or upwards, and every other person, who for the time being is in receipt of not less than the minimum rate of wages prescribed by this agreement for workers of the age of 21 years and upwards, shall be deemed to be an adult.

NOTE—Attention is drawn to section 174 (3) of the Industrial Conciliation and Arbitration Act 1954, which gives to workers the right to join the union.

Clause 16: Under Rate Workers

(a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such person as the Court may from time appoint for that purpose; and such inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such inspector or other person shall determine and after the expiration of such period shall continue in force until 14 days' notice shall be given to such worker by the secretary of the union requiring him to have his wage again fixed in a manner prescribed by this clause. Provided that in the case of any person whose wages are so fixed by reason of old age or permanent disability it may be fixed for such period as such inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Clause 17: Scope of Agreement

This agreement shall apply to the parties named herein.

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Clause 18: Term of Agreement

This agreement shall be deemed to come into force on the 7th day of December 1959, and shall continue in force for two years.

Signed on behalf of New Zealand Aerial Mapping Ltd., Hastings:

H. P. D. VAN ASCH, Managing Director.

Signed on behalf of the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers:

J. NEALE, National Secretary.
