

MANAPOURI, TE ANAU, AND WAIAU RIVERS LAUNCH MASTERS—INDUSTRIAL AGREEMENT

THIS industrial agreement made pursuant to the Industrial Conciliation and Arbitration Act 1954 between the Manapouri - Doubtful Sound Tourist Co Ltd, Manapouri and Fiordland Travel Co. Ltd, Te Anau (hereinafter called "the employers") of the one part and the New Zealand Engine Drivers, Firemen, Greasers and Assistants Industrial Union of Workers (hereinafter referred to as "the union") of the second part witnesseth that it is hereby mutually agreed between the union and the employer as follows:

SCHEDULE

Industry to Which the Agreement Applies

1. This agreement shall apply to the workers employed by the employers as launch masters on Lakes Manapouri and Te Anau and on the Waiau Rivers.

Hours of Work

2. (a) The ordinary hours of work shall be on 5 days of the week and between the hours of 8.30 a.m. and 5.30 p.m. The 2 days off per week shall be consecutive.

(b) If because of the exigencies of the service it is not possible for a worker to return home for his evening meal a meal shall be provided by the employer or a meal allowance of 60 cents shall be paid to the worker: Provided that a worker has worked after 6.30 p.m.

(c) Notwithstanding the provisions of sub-clause (a) hereof shifts may be worked on a regular basis and when the hours of such shifts are wholly or partly outside the clock hours provided in (a) a shift allowance of 60 cents shall be paid. The ordinary hours per shift shall not exceed 8.

Overtime

3. (a) All time worked outside or in excess of the hours prescribed in clause 2 or in excess of 40 hours per week or 8 per day shall be paid for at the rate of time and a half for the first 3 hours and at double rates thereafter. Overtime shall be computed on a daily basis.

(b) All time worked as overtime between midnight and 6 a.m. shall be paid for at double rates.

(c) When any worker is called out outside of the ordinary hours of work, other than after a meal break of not more than 1 hour, he shall be paid for a minimum of 2 hours at the appropriate overtime rate calculated from the time of his leaving his home till his return thereto.

Wages

4. (a) The minimum rate of wages shall be \$47.00 per week.

(b) No extra penal rates shall be paid for work done on Saturday and/or on Sunday unless the hours so worked are overtime hours as prescribed in clause 3 in which case payment should be made in accordance with clause 3.

(c) No deduction shall be made from the weekly wages of a worker except for time lost through the sickness, accident or default of a worker.

(d) Wages shall be paid fortnightly not later than Thursday. When workers are unable because of the exigencies of the employment to call at the usual place of payment of wages, the wages shall where possible be delivered to them by the employer.

(e) If time sheets are not completed and handed in daily wages for the time worked and not so recorded may be delayed to the following pay day.

Holidays

5. (a) The following holidays shall be allowed without deduction of pay; Christmas Day, Boxing Day, New Year's Day, the day following New Year's Day, Anniversary Day (or a day in lieu thereof), Anzac Day, Good Friday, Easter Monday, Labour Day and the birthday of the reigning Sovereign.

(b) All work done on the above days shall be paid for at double ordinary rates.

(c) An annual holiday of 2 weeks on full pay shall be allowed to each worker; provided that regular shift workers shall be allowed an additional week's annual holiday on full pay. A worker employed as a shift worker for less than a year shall be allowed a proportion of the week's extra holiday according to the time employed on shift work.

Termination of Employment

6. Two weeks' notice of the termination or dismissal shall be given and failure to give such notice shall render the employer liable to the payment of 2 weeks pay in lieu of notice and the worker to the forfeiture of 2 weeks pay.

Increase in Rates of Remuneration

7. On and after the 19th day of August 1968 the rates of remuneration determined by this agreement shall be increased to the extent and in the manner prescribed by the general order of the Court made under the Economic Stabilisation Regulations 1953 and dated the 5th August 1968.

General Conditions

8. (a) Any launch master having worked all day and having continued to work until midnight or after, or having worked not less than 6 hours overtime between 6 p.m. and 8.30 a.m. shall be given 8 hours off or shall be paid double rates until there has been a break of 8 hours off work.

(b) When towing operations are being carried out entirely during the hours of darkness an additional man shall be carried to act as a deck hand. When a tow will be completed during hours of darkness after commencing in daylight a deck hand will be put aboard to assist in making port.

(c) Where a launchmaster considers that because of weather or other abnormal conditions he requires assistance he shall be granted such assistance on request.

(d) Each worker shall be supplied with two pairs of overalls annually.

(e) If required to be worn, uniforms shall be supplied and replaced as necessary and shall remain the property of the employer. Uniforms shall be dry cleaned when necessary at the expense of the employer.

(f) Wet weather apparel shall be supplied to workers if they are required to work in wet weather conditions and this apparel shall be retained on the boat or in the store.

(g) *Medical Examination of Launch-masters*—An employer may at any time require any launch master to submit himself for medical examination by a medical officer nominated by the employer; provided that such examination shall be at the expense of the employer and shall not be more frequently than once every year unless special circumstances warrant it.

(h) *Duties of Launch Masters*—It shall be part of the ordinary duty of a launch-master to assist at any work connected with the undertaking which may be required of him other than as master; provided he is paid at not less than the launch master's rate of pay.

(i) When a worker lives at a distance of 3 miles or more from the place where he is required to report for work and proceeds there and/or returns to his home by his own transport he shall be paid an allowance of 5 cents per mile with a maximum of 50 cents per day.

Disputes

9. The essence of this agreement being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that: Any dispute in connection with the employment of workers covered by this agreement shall be settled between the employer and the secretary of the Otago-Southland branch of the union. In default of settlement the matter may be referred to the Conciliation Commissioner for the district who may either decide the same or refer the matter to the Court of Arbitration for settlement. Either party if dissatisfied with the decision of the Commissioner may appeal to the Court by giving notice to the other party within 14 days after the decision of the Commissioner has been delivered to the party desiring to appeal.

Unqualified Preference

10. (a) Any adult person engaged or employed in any position or employment subject to this agreement by any employer bound by this agreement shall, if he is not already a member of a union of workers bound by this agreement become a member of such union within 14 days after his engagement or after this clause comes into force as the case may require.

(b) Subject to sub-clause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this agreement so long as he continues in any position or employment subject to this agreement.

(c) Every worker obliged under sub-clause (a) hereof to become a member of a union who fails to become a member as required by that sub-clause after being requested to do so by an officer or authorised representative of the union and every worker who fails to remain a member of a union in accordance with sub-clause (b) hereof commits a breach of this agreement.

(d) Every employer bound by this agreement commits a breach of this agreement if he continues to employ any worker to whom sub-clauses (a) and (b) apply after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this agreement.

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

(f) The employer shall by arrangement with the union and the workers deduct union fees from the weekly wages and forward same at quarterly intervals to the secretary of the union.

Term of Agreement

11. This agreement shall be deemed to have come into force in so far as wages are concerned on the 1st day of July 1968 and in so far as other conditions are concerned on the 1st day of September 1968 and the agreement shall continue in force until the 31st day of January 1970.

Dated at Dunedin this 1st day of November 1968.

For and on behalf of the Manapouri - Doubtful Sound Tourist Co Ltd and of the Fiordland Travel Company Ltd

L. HUTCHINS, Managing Director.

Signed for and on behalf of the New Zealand Engine Drivers, Firemen, Greasers and Assistants Industrial Union of Workers

W. C. McDONNELL, Agent.