

MANAPOURI, TE ANAU, WAKATIPU, WAI AU RIVERS, & COASTAL WATERS<sup>1</sup>  
LAUNCH MASTERS—INDUSTRIAL AGREEMENT

This industrial agreement made pursuant to the Industrial Conciliation and Arbitration Act 1954 this 20th day of July 1970 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, Te Anau and Wakatipu, on the Wai au Rivers and on Coastal waters.

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 65 cents shall be paid to the worker: Provided that a worker has worked after 6.30 p.m.

(c) Notwithstanding the provisions of subclause (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 70 cents shall be paid. The ordinary hours per shift shall not exceed 8.

The ordinary hours of shifts shall not exceed eight and shall be worked within a span of ten hours.

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 10 p.m. and 6 a.m. shall be paid for at double rates.

(c) Where a worker is called back (for work not pre-arranged) after ceasing work at the normal time for the day he shall be paid for a minimum period of three hours at the appropriate rate.

(d) All time worked on rostered days off shall be paid for at overtime rates.

WAGES

4. (a) The minimum rate of wages shall be \$56 per week.

(b) No extra penal rates shall be paid for work done on Saturday and/or 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.

Holiday shall be paid on the basis of the worker's average weekly taxable earning, provided that the holiday pay does not exceed the worker's ordinary pay plus 30% and provided further that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday. For the purpose of calculating a worker's average weekly taxable earnings the employer may fix a close-off date other than the anniversary date of the worker's commencement of employment.

#### TERMINATION OF EMPLOYMENT

6. Two weeks' notice of the termination of 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.

#### GENERAL CONDITIONS

7. (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.

If a worker is required to proceed to or from his work as in 3c on more than one

occasion at the employer's request the maximum shall be regarded as 50 cents per journey.

#### DISPUTES

8. 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 the 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

9. (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 subclause (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 subclause (a) hereof to become a member of a union who fails to become a member as required by that subclause 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 subclause (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 subclause (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

10. This agreement shall be deemed to have come into force in so far as wages are concerned on the fourteenth day of June 1970 and in so far as the other conditions are concerned they shall come into force on the day of the date hereof and it shall continue in force until the 13th day of June 1971.

Dated at Dunedin this Twentieth day of July 1970.

On behalf of the New Zealand Enginedrivers, Firemen, Greasers Firemen and Assistants Industrial Union of Workers

W.C. McDONNELL, Agent

Manapouri—Doubtful Sound Tourist Company Limited  
Fiordland Travel Company Limited

L. HUTCHINS, Director