

MOUNT COOK AND SOUTHERN LAKES TOURIST CO. LTD.,
PURSERS—INDUSTRIAL AGREEMENT

This Industrial Agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954 and its amendments, this 25th day of January 1973, between the Airline Stewards and Hostesses of New Zealand Industrial Union of Workers (hereinafter referred to as "the Union") of the one part and Mount Cook & Southern Lakes Tourist Co. Ltd (hereinafter referred to as "the company") of the other part whereby it is mutually agreed by and between the said parties hereto as follows, this to say:

1. That the terms, conditions, stipulations and provisions contained in and set out in the schedule hereto shall be binding upon the said parties and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The said parties thereto shall respectively do, observe and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed and performed, and shall not do anything in contravention of this Agreement or of the said terms, conditions, stipulations and provisions but shall in all respects abide by and perform the same.

3. This Agreement supersedes all arrangements, awards or agreements previously entered into by the Company in respect of pursers.

SCHEDULE

SECTION 1

HOURS OF WORK

1. (a) The ordinary hours of work of any Purser shall not normally be rostered to exceed 11 (calculated from commencement of duties) in any period of 24 hours, (a period of 24 hours shall be consecutive from 12 midnight on the one day to 12 midnight on the following day) or 180 per calendar month or 500 in any three consecutive months. However, these hours may be extended beyond the above limitation to ensure continuity of services at the discretion of management. These additional hours will be subject to a penal payment at the rate of $1\frac{1}{2}$ times the hourly rate in addition to the salary. For the purposes of the hourly rate calculation the annual salary shall be divided by 1900 hours.

(b) A rest period of 10 hours shall be allowed between the duties of each period of 24 hours. Should the rest period be less than 10 hours a penal payment at the rate in addition to the salary shall be paid for the difference between the rest period actually allowed and the stipulated 10 hours.

(c) For all holidays and leave, hours of work shall be reduced at the rate of 158 per calendar month.

(d) At the expiration of each monthly period each member shall be paid all overtime payments due.

(e) Each Purser shall be free of duty for not less than four days in every two weekly roster period. Such days shall be given at the home base. Days off not given may be accumulated into the next roster and if not given must be paid at the agreed overtime rate. In the event of a five day rostered off period in any roster, one day may be used by the Company without extra payment being made or the carrying forward of an "off" day. Two days in each roster must be given

consecutively and must remain inviolate as far as Company use is concerned. The agreed overtime rate shall be eight hours at the rate of double time for each day which has been worked and no day in lieu given. Such days shall not be given in lesser periods than 24 consecutive hours from twelve midnight in the one day to twelve midnight on the following day.

(f) Hours of work in excess of eight hours in any one day on administrative ground duties, shall be paid for at the rate of time and a half for the first three hours and double the ordinary rate thereafter calculated on a daily basis. If called out to fly, overtime operates from 8 hours once the Purser has been rostered for office duties.

(g) It is understood that the hours of office duties are 8 a.m.–5 p.m.

(h) Where a Purser is required to report for duty outside normal available public transport hours, the Company shall pay the extra expenses incurred.

In lieu of the above clause, a car allowance shall be paid, the amount to be agreed upon from time to time.

SECTION 2

SALARY

The following shall be the minimum salaries paid:

				Per Annum
				\$
First six months (Probation Period)	..	..	..	3,200
six months to one year	..	..	..	3,400
2nd Year	..	..	..	3,552
3rd Year	..	..	..	3,700
4th Year	..	..	..	3,863
5th Year	..	..	..	4,014
6th Year	..	..	..	4,163
7th Year	..	..	..	4,224
8th Year	..	..	..	4,300

Salary increases shall be automatic.

The above salaries include an allowance of \$200 to cover cabin services and which was previously paid as a separate allowance. The incorporation of the allowance in the salary scales has been done at the request of the Union. Cabin service is understood to include the serving of refreshments, cabin cleaning etc., as previously carried out by the Pursers.

The above salaries constitute an increase of 10 percent on the salaries being paid at the time the negotiations were completed i.e. 13th December 1972. As agreed between the parties the 10 percent increase was backdated to the 5th July 1972 being the date of commencement of the negotiations.

Pursers appointed to the positions of training purser or senior purser shall be paid the following allowances in addition to their salary:—

Training Purser—\$50.00

Senior Purser—\$150.00

The above allowances and positions may be withdrawn at the discretion of the company. Only one allowance shall be payable to any individual.

Salaries shall be paid fortnightly or as agreed by the employer and the Union.

An allowance of \$2.25 shall be paid for each night absence from home base.

SECTION 3

GENERAL CONDITIONS

Promotion in rank shall in all cases and under all circumstances be in the absolute discretion of the Company but without restricting in any way the exercise of such discretion, due regard shall be had to length of service, efficiency, merit and proven ability to accept added responsibility.

In the event of retrenchment of staff, due regard shall be given to the retention of pursers with the greatest seniority.

Any adverse report which might prejudice the promotion and/or future of a purser shall be communicated to that purser in writing by the Company within 30 days of such report being made.

TERMINATION OF EMPLOYMENT

The company may discharge any purser at his home base and shall give him in writing not less than one months notice. Where a purser is discharged without one months notice he shall be paid one months salary in lieu of notice together with any holiday pay due at the time of discharge. Any leave due at the time of discharge may not be included in the one months notice and shall be paid for at the normal pay rate at the termination of notice.

Any purser may terminate his employment at his home base only, and shall give one months notice in writing of such termination.

SECTION 5

LEAVE

Pursers shall be granted 31 days leave in each year of continuous Company service. Leave shall be granted and taken in periods of not less than fourteen consecutive days. The company shall give 14 days prior notice in writing of the commencing and terminating dates of such leave unless otherwise mutually agreed upon by the purser and the Company. The Company shall endeavour to precede each leave period by not less than 24 hours free of duty at the home base. Any salary due during the period of leave should be available to the purser prior to starting leave providing a request is made to the Company at least seven days before leave commencement.

SECTION 6

UNIFORMS

The company shall provide pursers with uniforms on loan and shall maintain them against fair wear and tear. Pursers shall wear the uniform only when on duty and use their best endeavours to keep them in good condition. The Company shall pay a uniform upkeep allowance, the amount to be agreed upon from time to time. In lieu of this payment, it may be arranged for the Company to provide for the upkeeping of the uniform.

SECTION 7

LOSS OF EFFECTS

When a purser loses personal effects through an accident or any cause relating to the safety of the aircraft the Company shall reimburse the Purser for the loss up to a maximum of \$300.

SECTION 8

ACCOMMODATION

The Company shall supply meals and accommodation equal to that supplied to other crew members.

SECTION 9

INSURANCE

The Company shall provide personal accident insurance for the benefit of Pursers and their dependents against death or pursers by accident however caused while on duty on the capital sum of \$7,500. The scales for disablement shall be as written in the pilots' agreement.

SECTION 10

MEDICAL BENEFITS

Pursers invalidated from work with illness or accident not caused by their own action or neglect shall, on production of the appropriate medical certificates, be entitled to remain on full pay for the duration of the sickness up to a maximum of three months. Excepting that a purser who has completed less than twelve months service with the Company shall be entitled to full pay for a maximum period of one month.

SECTION 11

SUPERANNUATION

Pursers shall, if they have completed their probation, be eligible to join the Company superannuation scheme.

SECTION 12

DISPUTES

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 all disputes arising from or incidental to the employment of pursers shall be referred to the Company and the Union whose representative shall immediately confer to effect a settlement. If a settlement is not reached the matter shall be referred without delay to an independent Chairman, agreed upon by the Company and the Union, who shall decide the question. All decisions arrived at shall be binding except that any party adversely affected thereby shall have the right, within fourteen days after the decision is given, to appeal against the decision to the court which may amend the decision in any way as, after hearing the parties, it may consider necessary or desirable. Provided that such notice of appeal shall be given in writing within fourteen days to the other party.

SECTION 13

When a purser is transferred from one permanent base to another, the Company shall pay the expenses properly incurred by the purser for the removal of his dependents, furniture and personal effects. In addition the purser shall be entitled to receive a disturbance allowance in a sum agreed upon between the purser and

the Company to cover expenses inevitably and necessarily incurred in connection with his posting from one to another.

In the case of a temporary posting, the purser shall be reimbursed any reasonable additional expenses to which he is put as a result of such posting.

A base shall not be regarded as permanent for the purpose of this clause unless the purser is posted there for a period exceeding six months.

SECTION 14

UNQUALIFIED PREFERENCE

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 or 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.

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

Every employer bound by this agreement commits a breach of this agreement if he continues to employ any worker who after having been notified by an Officer or authorised representative of the union that the worker has been requested to become a member of a union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

SECTION 15

DUTIES

(a) Pursers will perform duties as specified in the Company operations and purser manuals. This will include aircraft cabin cleaning and maintenance only as is required to keep the aircraft serviceable whilst away from any airport where staff are employed for this purpose. Excepting that where cleaning of cabins is required at a base airport, an allowance is paid, the amount to be agreed upon.

(b) Cabin service shall include the serving of refreshments (including wines) provided no charge is made to the passengers for these refreshments.

SECTION 16

GROUND DUTIES

Where pursers are required to perform the duties of traffic or operations clerk in the company's offices, the same duty time limitations as for flying duties shall apply.

Where the duties of flight purser and traffic clerk are combined in any one day, meals and meal break shall be provided at the same intervals as would be provided to flight crews on duty for the same periods.

Where, due to disruptions, a traffic clerk is required to work over normal meal hour, the company shall provide appropriate meals.

SECTION 17

DEFINITIONS

Duty Time—

(a) Home Base—all time spent in flight and incidental to flight from one hour prior to scheduled departure time (45 minutes for D.C. 3) until 15 after actual arrival time.

(b) Away from base—All time from time of departure from hotel or place of accommodation until time of arrival at hotel or place of accommodation.

Flight time—Means all time recorded in an aircraft trip record from engine start to engine shut down.

Ground duties—Means all time spent in Company Offices as traffic clerk or operations clerk (such time to be included in duty hours).

Home Base—Means the place where the purser is employed and a “permanent base” is a place where a purser is employed for a period of not less than six months.

SECTION 18

TERM OF AGREEMENT

This agreement shall remain in force for a period of 12 months from the date of registration.

In witness whereof the parties hereto have hereunder set their hand this

For the Airline Stewards and Hostesses of New Zealand Industrial Union or Workers:

W. A. Cousens.

B. L. Archer.

Witness to the above signatures: B. P. Stenhouse.

The common seal of the Mount Cook and Southern Lakes Tourist Co. Ltd., was hereto affixed in the presence of:

H. R. Wigley, Director.

N. A. Keely, Director.

T. K. Cherry.

Published and issued by the New Zealand Government Department of Labour

THE MOUNT COOK AND SOUTHERN LAKES TOURIST COMPANY LIMITED
PURSERS' – ORDER OF THE INDUSTRIAL COMMISSION PURSUANT TO
REGULATION 48 (2) OF THE WAGE ADJUSTMENT REGULATIONS 1974

Dated 24/7/74

The Mount Cook and Southern Lakes Tourist Company Limited Pursers' Industrial Agreement – dated the 25th January 1973, shall be deemed to be amended as follows –

1. Section 1. Hours of Work

Insert new sub-section 1 (f).

“Where an employee is called back to duty, after coming off a rostered duty, without 24 hours notice being given, the extra duty hours will be paid at the rate of double time”.

Insert new sub-section 1 (g).

“Where an employee is required to work a double duty roster, duty hours in excess of 8 hours will be paid at the rate of time and a half, except when the duty falls on a Sunday, when the rate will be at double time. This condition only applies when duties are combined so that roster duty hours exceed 11 hours”.

Re-number the last three sub-sections.

- 1 (f) becomes 1 (h)
- 1 (g) becomes 1 (i)
- 1 (h) becomes 1 (j)

2. Section 2. Salary

Delete the annual salaries and substitute –

	Per Annum \$	Allowance in lieu of Overtime \$
First six months (Probation period) .. ..	.. 3,472	208
Six months to one year .. ..	.. 3,689	221
Second year .. ..	.. 3,854	231
Third year .. ..	.. 4,002	240
Fourth year .. ..	.. 4,165	250
Fifth year .. ..	.. 4,316	259
Sixth year .. ..	.. 4,465	268
Seventh year .. ..	.. 4,526	272
Eighth year .. ..	.. 4,602	276

This amendment shall be deemed to have come into force on the 26th of January 1974.

Dated at Wellington, this 24th day of July 1974.

G. O. Whatnall, President.

NOTE: The Wage Adjustment Order pursuant to Regulation 14 (4) of the Economic Stabilisation Regulations 1973 (effective 11/2/74) and the General Wage Adjustment pursuant to Regulation 3 (1) of the Wage Adjustment Regulations 1974 (effective 1/7/74) shall apply to this Order in accordance with the tenor of the respective Wage Adjustment Orders.