

AUCKLAND LAUNCH AND TOW-BOAT COMPANY LIMITED MARINE ENGINE DRIVERS – INDUSTRIAL AGREEMENT

This industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 22nd day of February 1973, between the New Zealand Engine Drivers, River Engineers, Marine Engine-Drivers, Greasers, Firemen and Assistants' Industrial Union of Workers (hereinafter referred to as "the union") of the one part, and the Auckland Launch and Towboat Company Limited (hereinafter referred to as "the employer"), of the other part, whereby it is mutually agreed by and between the said parties hereto as follows that is to say:

1. That the terms, conditions, stipulations, and provisions contained 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 hereto 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.

SCHEDULE

HOURS OF WORK

1. (a) The ordinary hours of work shall not exceed forty hours in any week or eight hours in any day, Monday to Friday, both days inclusive, between the hours of 8 a.m. and 5 p.m. provided that for the period December 1 to March 31 each year, the ordinary hours of work may be worked on any five of the seven days of the week.

(b) Notwithstanding the provisions of subclause (a) of this clause, the ordinary hours of work for workers employed on the "Rangitoto Service" or fishing trips may, by mutual agreement, be worked on any five of the seven days of the week, between the hours of 8 a.m. and 5 p.m.

WAGES

2. The minimum wage shall be \$61.40 per week.

After 6 months continuous service \$67.50 per week.

OVERTIME

3. (a) Time worked outside of or in excess of the hours prescribed in clause 1 hereof shall be overtime and shall be paid for at the rate of time and a half: Provided that all overtime worked between the hours of 9 p.m. and 6 a.m. shall be paid for at the rate of double time.

(b) Overtime shall be calculated on the ordinary rate of wages as set out in clause 2.

(c) Any worker having worked all day and having continued to work continuously until midnight or after or having worked not less than six hours between 6 p.m. and 8 a.m. shall be given eight hours off or be paid double time for all time worked on the second day.

SATURDAYS, SUNDAYS, AND HOLIDAYS

4. (a) Time worked on Saturday between the hours of midnight and 8 a.m. shall be paid for at the rate of double time, between 8 a.m. and noon at the rate of time and a half, and after 12 noon at the rate of double time.

(b) Time worked on Sunday shall be paid for at the rate of double time.

(c) Time worked on New Year's Day, 2 January, Anniversary Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day, shall be paid for at the rate of double time in addition to the weekly wage.

CALL-BACKS

5. (a) A worker being called back to work after having completed his day's work on an ordinary working day — Monday to Friday — shall be paid a minimum of three hours' pay at the appropriate rate.

(b) A worker required to report for work on a Saturday or a Sunday, shall be paid a minimum of three hours' pay at the appropriate rate, and if required to report for work on a holiday he shall be paid a minimum of four hours pay at the appropriate rate.

MEAL MONEY

6. (a) Any worker who is required to continue to work overtime after 5 p.m. on any week day and continues to work until after 6 p.m. shall be paid meal money of 90 cents in addition to overtime at the appropriate rate.

(b) Where a worker after having completed his days work is called back to work overtime after 6 p.m. on any day Monday to Friday inclusive and commences work before 7 p.m. he shall be paid meal money of 90 cents.

SLIP WORK

7. While working on a vessel on the slip or on survey a worker shall be paid 50 cents per day extra.

TRANSPORT ALLOWANCE

8. A transport allowance shall be paid when normal public transport is not available at the rate of \$1.25 per trip.

ANNUAL HOLIDAYS

9. (a) Annual Holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944. Provided however, that upon completion of the second and subsequent years of continuous service with the same employer a worker shall be granted an annual holiday of three weeks instead of two weeks as prescribed by the Annual Holidays Act. The third week's holiday shall be taken separately or with the two week's holiday at the discretion of the employer.

(b) Payment for annual holidays shall be on the basis of the worker's average weekly taxable earnings for the year (or lesser period where applicable) immediately preceding his annual holiday entitlement provided that the holiday pay does not exceed the worker's ordinary pay plus 30 percent 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 calculation a divisor of 52 shall be used. A close-off date may be fixed at other than the anniversary date.

TOOLS

10. The tools considered necessary to carry out running repairs shall be provided on each vessel.

Tools shall be signed for by the launch driver who shall take every reasonable care of the tools issued.

OILSKINS AND OVERALLS

11. Each launch driver shall be paid an allowance of 50 cents per week to provide for suitable oilskins and overalls.

DEDUCTIONS FROM WAGES

12. A rateable deduction may be made from the weekly wages for time lost by a worker through accident, default or sickness except where the latter is covered by the following clause 13.

SICK PAY

13. (a) After 12 months continuous service with the same employer a worker shall be entitled in each subsequent year of service to sick pay for up to 5 days calculated at the rate of his ordinary pay. Sick pay may accumulate up to a maximum of 10 days by carrying forward from one year to the next any unused sick pay.

(b) Sick pay shall not be paid in respect of any statutory or award holiday for which the worker is entitled to full pay.

(c) Sick pay for a day shall be calculated according to the number of working days for which the worker's ordinary weekly pay is paid.

(d) A claim for sick pay shall be supported by a medical certificate.

(e) The worker shall ensure notice is given to the employer on the first day of absence due to illness.

(f) The employer shall also have the right to require the worker to produce additionally a medical certificate at the employer's expense from a doctor nominated by the employer.

(g) This clause shall not apply to casual workers.

LONG SERVICE LEAVE

14. (a) A worker shall be entitled to special holidays as follows:

(i) One period of two weeks after the completion of 20 years and before the completion of 30 years of continuous service with the same employer.

(ii) One period of three weeks after the completion of 30 years and before the completion of 40 years of continuous service with the same employer.

(iii) One period of five weeks after the completion of 40 years' continuous service with the same employer.

(b) Should a worker have completed 30 years of continuous service with the same employer prior to the date of this award he shall not be entitled to the special holiday provided in paragraph (i) of subclause (a) of this clause and should a worker have completed 40 years of continuous service with the same employer prior to the date of this award he shall not be entitled to the special holiday provided in paragraph (ii) of subclause (a) of this clause.

(c) All such special holidays provided for in subclause (a) of this clause shall be on ordinary pay as defined by the Annual Holidays Act 1944 and may be taken in conjunction with the annual holiday or at such other time as may be agreed upon by the employer and the worker.

(d) If a worker entitled to such special holidays leaves his employment before such holidays have been taken he shall be paid in lieu thereof.

(e) The provisions of this clause shall not apply where an employer has in operation or brings into operation an alternative scheme for rewarding service which is not less favourable to the worker than the foregoing.

TERMINATION OF EMPLOYMENT

15. In the case of dismissal of any worker under this agreement, not less than one working week's notice shall be given by the employer or a week's wages, calculated at the rate normally received by the worker, shall be paid in lieu of such notice. In the case of a worker leaving of his own accord, not less than one working week's notice shall be given to the employer by the worker concerned. Should a worker leave without good cause and without giving a week's notice he shall forfeit a week's wages. Provided, however, that the

foregoing provisions shall be read as being subject to the employer's right to dismiss an employee without notice for misconduct, when a worker shall be subject to summary dismissal and entitled to his pay up to the time of dismissal only.

ALCOHOL

16. An employee under the influence of alcohol renders himself liable to instant dismissal.

CASUAL WORKERS

17. A casual worker shall mean a worker who is employed for less than 14 days. No casual shall be employed if a permanent employee is available and willing to perform the duties. Casual workers shall be paid on an hourly basis, pro rata the minimum wage set out in clause 2.

UNQUALIFIED PREFERENCE

18. (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 fourteen 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 subclauses (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 and 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.

MATTERS NOT PROVIDED FOR

19. 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 if any dispute or difference shall arise between the parties bound by this agreement, or any of them, as to any matter whatsoever arising out of or connected therewith and not specifically dealt with in this agreement, every such dispute or difference shall be referred to a committee to be comprised of two representatives of each side, together with an independent chairman to be mutually agreed upon, or, in default of agreement, to be appointed by the Conciliation Commissioner for the district.

If the committee is unable to decide the question then the Chairman shall give a decision or refer the matter to the Court.

Either side shall have the right to appeal to the Court against a decision of any such committee or chairman, upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

TERM OF AGREEMENT

20. This agreement shall be deemed to have come into force on the fifteenth day of January 1973, and shall continue in force until the fourteenth day of January 1974.

Signed on behalf of the Auckland Launch and Towboat Company Limited:

M. L. George.

Signed on behalf of the New Zealand Engine Drivers, River Engineers, Marine Engine-Drivers, Greasers, Firemen and Assistants' Industrial Union of Workers:

G. W. Anderson.

Witness—K. L. Fabris.