

AUCKLAND HARBOUR BOARD **TUG OFFICERS**—INDUSTRIAL AGREEMENT

In the Court of Arbitration of New Zealand, Northern Industrial District.—

In the matter of the Economic Stabilization Regulations 1950; and in the matter of the industrial agreement made on the 22nd day of December, 1950, between the New Zealand Merchant Service Guild Industrial Union of Workers, and the Auckland Harbour Board.

WHEREAS by the Economic Stabilization Regulations 1950 it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided further that no such industrial agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the industrial agreement made on the 22nd day of December, 1950, between the

New Zealand Merchant Service Guild Industrial Union of Workers, of the one part, and the Auckland Harbour Board, of the other part: Now, therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said industrial agreement for the purposes of the said regulations.

Dated this 29th day of January, 1951.

[L.S.]

A. TYNDALL, Judge.

AUCKLAND HARBOUR BOARD TUG OFFICERS—INDUSTRIAL AGREEMENT

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 22nd day of December 1950, between the New Zealand Merchant Service Guild Industrial Union of Workers (hereinafter called "the union") of the one part, and the Auckland Harbour Board (hereinafter called "the employer") of the other part, whereby it is mutually agreed by and between the said parties as set out in the following schedule.

SCHEDULE

Scope of Agreement

1. This agreement shall apply to the parties hereto governing the wages and conditions of the masters of the tugs "William C. Daldy" and "Te Awhina" respectively, and the mate of the tug "William C. Daldy."

Hours of Work

2. The ordinary hours of work shall not exceed forty per week or eight hours per day, to be worked between 6.30 a.m. and 5.30 p.m. Monday to Friday inclusive. When workers are called out during the ordinary hours, each call shall count as not less than three hours worked. There shall not be more than two call-outs per day. Breaks of less than two hours shall not be counted as time off.

Wages

3. (a) The wages shall be at the rate of:—	Per Annum.
	£
Master "William C. Daldy"	668
Master "Te Awhina"	585
Mate "William C. Daldy"	490

(b) *Increase in Rates of Remuneration.*—All rates of remuneration, including time and piece wages and overtime and other special payments, provided for in this agreement shall be increased to the extent and in the manner prescribed by the interim general order of the Court, dated the 10th June 1950, and made under the Economic Stabilization Regulations 1950.

Overtime

4. (a) All time worked outside or in excess of the hours prescribed in clause 2 hereof shall be paid for at the rate of time and a half for the first four hours and double ordinary time thereafter.

(b) *Sundays and Holidays.*—All work performed on Sundays and holidays shall be paid for at double ordinary time rate with a minimum of four hours on each occasion.

(c) *Saturday Work*.—All work performed on Saturdays shall be paid for at the following rates:—

Midnight Friday to 8 a.m. Saturday: Double ordinary time.

8 a.m. to noon: Time and a half.

After 12 noon: Double ordinary time.

Officers shall be allowed a minimum of three hours for each call out: provided that no officer by reason of this subclause shall be entitled to be paid a greater sum than he would have received had he been employed continuously.

(d) *Fractional Time*.—The overtime rates shall, in the case of incomplete hours, be apportionable per half hour: Provided that any fraction of a half hour shall be paid for as a complete half hour.

(e) Overtime orders may be cancelled prior to the usual time for ceasing work without any payment being incurred.

Meals

5. When the tugs are at sea and officers are unable to obtain their ordinary meals, the employer shall provide refreshments free of charge.

Annual Holidays

6. The officers covered by this agreement shall, after the completion of each year of service be entitled to three weeks holiday on ordinary pay.

In the event of any of the holidays specified in clause 7 hereof occurring during the period of annual holidays, such day or days shall be added to the annual holiday.

Other Holidays

7. The holidays throughout the year shall be New Year's Day, Anzac Day, provincial Anniversary Day, Good Friday, Easter Monday, Labour Day, Sovereign's Birthday, Christmas Day, Boxing Day and the Waterside Workers Union Picnic Day. If any of these holidays shall be observed on any other day than that on which it falls, the provisions of this agreement shall apply to such other day instead of the original day.

Work Outside "Extended River Limits"

8. When a tug is required to proceed beyond extended river limits, on special duty, it shall be put on home trade articles. On all such occasions the officers of such tug covered by this agreement shall be paid their ordinary wage plus 50 per cent. in lieu of overtime, such special payment to count from date of leaving berth until return thereto, day of departure and return each to be reckoned as a full day: Provided, however, that for any Saturday and/or Sunday which may occur during the period a tug is on special duty, such officers shall be paid the equivalent of eight hours' pay at the appropriate rate or rates prescribed in subclauses (b) and (c) of clause 4, but such rates shall not be subject to the 50 per cent. plusage above referred to.

Uniforms

9. When an officer is required to wear a uniform, the employer shall contribute half cost of one uniform in eighteen months and half cost of one extra pair of uniform trousers if required nine months or more after the uniform is obtained. The employer shall also contribute half cost of one overcoat in two years. The employer shall bear full cost of caps, badges, buttons, cap covers and gold braid.

Transport

10. (a) When required to start or finish work at times outside the spread of hours specified in clause 2 hereof when the usual means of transport is not available, the officers of the tugs shall be conveyed to or from their homes at the employer's expense.

(b) When a tug is lying at a wharf one mile or more distant from the usual place of berthing, travelling time shall be paid both ways between the usual place of berthing and the place where she is berthed.

Termination of Employment

11. The employment shall be a monthly one and, excepting for conduct justifying summary dismissal, not less than one month's notice of the termination of employment shall be given by either party.

Term of Agreement

12. This agreement shall come into force on the 1st day of November 1950, and shall continue in force until the 31st day of October 1952.

Signed on behalf of the New Zealand Merchant Service Guild Industrial Union of Workers—

DAVID N. MCLEISH, President.
W. R. WILLIAMS, Secretary.

Signed on behalf of the Auckland Harbour Board—

T. A. BISHOP, Deputy Chairman.
G. PEACE, Secretary.
W. W. MASSEY, Member.

[L.S.]