

BLUFF HARBOUR BOARD **TUGMASTER**—INDUSTRIAL AGREEMENT

[Filed in the Office of the Clerk of Awards, Dunedin]

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1925, this 16th day of July 1953 between the New Zealand Merchant Service Guild Industrial Union of Workers (hereinafter called "the union") of the one part, and the Bluff Harbour Board, Bluff, (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 wages and conditions of the Master of the Bluff Harbour Board's Tug "Awarua."

Hours of Work

2. The ordinary hours of work shall not exceed forty per week or eight hours per day, to be worked between 7 a.m. and 5 p.m. Monday to Friday inclusive.

Wages

3. The wages shall be at the rate of seven hundred and sixty-four pounds eleven shillings (£764/11/-) per annum.

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 three 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: Provided that by reason of this subclause the tugmaster shall not be entitled to be paid a greater sum than he would have received had he been employed continuously.

(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.

A minimum of four hours shall be allowed for each call out: Provided that by reason of this subclause the tugmaster shall not 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 tug is at sea and the tugmaster is unable to obtain his ordinary meals, the employer shall provide refreshments free of charge.

Annual Holidays

6. The tugmaster, after the completion of each year of service shall 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 holiday, 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, the birthday of the reigning Sovereign, Christmas Day, Boxing Day and the Harbour Board Employees Picnic Day to be held on the same day as the Waterside Workers Union Picnic Day. Should the Waterside Workers Union Picnic Day be held on a Saturday or Sunday a day in lieu thereof shall be allowed by agreement between the employer and the tugmaster. 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 the 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 tugmaster shall be paid his ordinary wages plus fifty per cent. (50%) 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, the tugmaster 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 rate shall not be subject to the 50 per cent plusage above referred to.

Uniform

9. The present practice regarding the provision of uniform shall continue.

Termination of Employment

10. 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

11. This agreement shall come into force on 1st day of August 1953 and shall continue in force until the 31st day of July 1955.

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

(Sgd) DAVID N. McLEISH, President.

(Sgd) W. R. WILLIAMS, Secretary.

Signed on behalf of the Bluff Harbour Board—

(Sgd) G. C. HAMILTON, Chairman.

(Sgd) N. D. CULLEN, Secretary.