

LYTTELTON HARBOUR BOARD **DREDGEMASTERS**—INDUSTRIAL AGREEMENT

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

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 11th day of April 1957 between the New Zealand Merchant Service Guild Industrial Union of Workers (hereinafter called "the union") of the one part, and the Lyttelton 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 employment of the masters of the Lyttelton Harbour Board dredges *Canterbury* and *Te Whaka*.

*Hours of Work*

2. The ordinary hours of work shall be forty per week, to be worked between 8 a.m. and 5 p.m. Monday to Friday inclusive: Provided that the starting time may be varied between 7.30 a.m. and 8 a.m. by local agreement between the union and the employer.

*Shift Work*

3. (a) Notwithstanding anything contained in clause 2 hereof shifts may be worked as required by the employer. Eight hours shall constitute a shift and the ordinary hours of work shall be forty per week: Provided that while employed on shift work on Saturday such time worked shall be paid for at the rate of time and a half and while employed on Sunday at the rate of double ordinary time.

(b) A shift allowance of 3s. 9d. per shift shall be paid while employed on afternoon or night shifts. Any shift starting or finishing outside the hours of 6 a.m. and 6 p.m. shall be deemed to be an afternoon or night shift.

(c) Any shift worker called upon to work on his day off shall be paid time and a half for the first four hours worked and double ordinary time thereafter with a minimum of four hours.

*Wages*

4. (a) The wages shall be at the rate of:					Per Week
					£ s. d.
Master <i>Canterbury</i>	.....	.....	.....	.....	15 6 4
Master <i>Te Whaka</i>	.....	.....	.....	.....	13 15 6

(b) The rates of remuneration determined by this agreement shall be increased to the extent and in the manner prescribed by the General Order of the Court made under the Economic Stabilisation Regulations 1953, and dated the 26th day of October 1956.

*Overtime*

5.(a) All time worked outside the ordinary hours specified in clause 2 hereof shall be paid for at the rate of time and a half for the first three hours in any one day and double ordinary time thereafter; Provided that between the hours of 10 p.m. and 7 a.m. double ordinary time rates shall be paid.

When a dredge is working shifts all work done in excess of eight hours in any one shift shall be classed as overtime and shall be paid for at the rate of time and a half for the first three hours and double ordinary time thereafter. Notice to work overtime except in cases of emergency shall be given at least one hour before the end of the shift.

(b) (i) All work performed on holidays mentioned in clause 8 hereof shall be paid for at double ordinary time rates, in addition to the wages specified herein.

(ii) Except where otherwise provided all time worked on Sundays shall be paid for at double ordinary time rate.

(iii) When masters are ordered for work on Sundays and/or holidays they shall be paid a minimum of four hours for each call out: Provided that no master by reason of this clause shall be entitled to be paid a greater sum than he would have received had he been employed continuously. This subclause shall not apply to any time worked as part of an ordinary shift when shift working is in operation.

(c) Except in the case of shift work all work performed on Saturdays shall be paid for as follows:

Midnight Friday to 8 a.m. Saturday	.....	Double ordinary time
8 a.m. to 12 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 clause no master shall be entitled to be paid a greater sum than he would have received had he been employed continuously.

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

(e) Any master having worked all day and having continued to work 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 ordinary time rate for all time worked on the second day.

(f) When overtime is required to be worked after 6 p.m. orders for such work shall be given not later than 4 p.m. on the day the overtime is to be worked: Provided that where reasonably practicable orders for Saturday and Sunday work shall be given not later than 4 p.m. on Friday.

(g) Except where otherwise provided, when officers are ordered back to work overtime, they shall be paid a minimum of three hours at the appropriate rate. Overtime orders may be cancelled prior to the usual time for ceasing work without any payment being incurred.

#### *Meals*

6. (a) When a dredge is at sea and the master is unable to obtain his ordinary meals, the employer shall provide refreshments free of charge.

(b) Except when on shift work a master who is required to work overtime after 6 p.m. on Mondays to Fridays inclusive or to continue work after 1 p.m. or 6 p.m. on Saturdays, Sundays or holidays shall be paid meal money as follows: 3s. 9d. from Mondays to Fridays inclusive with a special surcharge of 6d. in addition for Saturdays, Sundays or holidays.

(c) Dredgemasters shall, if required, work during meal hours and shall be paid double ordinary time for the time worked, with a minimum payment of half an hour.

(d) Masters shall not be called upon to work more than five consecutive hours without having a break of at least thirty minutes for a meal.

Where special circumstances arise masters may be called upon to work for a longer period than five consecutive hours, provided, however, that such excess time shall be paid for at double ordinary time rates.

#### *Annual Holidays*

7. The masters covered by this agreement shall, after the completion of each year of service, be entitled to two weeks holiday on ordinary pay.

In the event of any of the holidays specified in clause 8 hereof occurring during the period of the annual holidays, such day or days shall be added to the annual holiday.

Should a master be discharged or leave the service before his annual holidays are due, he shall be entitled to a holiday payment on a *pro rata* basis of the service rendered in that year.

#### *Other Holidays*

8. In addition to the annual holidays, the following days shall be observed as holidays: 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.

#### *Uniforms*

9. When a master is required to wear a uniform such uniform shall be supplied by the employer free of charge.

#### *Transport*

10. 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 are not available, the masters of the dredges shall be conveyed to or from their homes at the employer's expense.

#### *Interpretation*

11. 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, or any of them, in connection with any matter relevant to but not dealt with in this agreement, every such dispute or difference (if not settled by mutual agreement between the employer and the master concerned) shall be referred to a committee composed of three representatives of the employers and three representatives of the masters for settlement.

If no settlement is arrived at, the dispute shall be referred to the arbitration of an umpire to be mutually agreed upon by the said representatives and the decision of the umpire shall be final.

#### *Termination of Employment*

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

#### *Term of Agreement*

13. This agreement in as far as it relates to rates of wages, shall be deemed to have come into force on the 1st day of April 1956 and as far as all the other provisions of this agreement are concerned shall come into force on the 1st day of April 1956 and shall continue in force until the 30th day of April 1957.

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

F. J. AGNEW, President.  
J. W. DICKINSON, Secretary.

Signed on behalf of the Lyttelton Harbour Board:

W. P. GLUE, Chairman.  
A. E. BENZIE, Industrial Officer.