

# AUCKLAND HARBOUR BOARD TUG OFFICERS—INDUSTRIAL AGREEMENT

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

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 21st day of February 1958, 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.

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## SCHEDULE

### *Scope of Agreement*

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

### *Hours of Work*

2. (a) Forty hours shall constitute an ordinary week's work, eight hours to be worked on five days of the week Monday to Friday inclusive, such hours either—

- (i) To be worked consecutively between 7 a.m. and 5 p.m. or
- (ii) To be worked between 8 a.m. and 5 p.m. except 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,

and provided that a variation between subclauses (i) and (ii) hereof may be required by the employer provided notice thereof is given the previous day.

*Wages*

3. (a) The wages shall be at the rate of:

	Per Annum
	£   s.   d.
Master <i>William C. Daldy</i> .....	884 7 9
Master <i>Te Awhina</i> .....	788 7 9
Mate <i>William C. Daldy</i> .....	679 7 9

(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.

(EXPLANATORY NOTE—The general order of 26 October 1956 increased rates of remuneration determined by awards and industrial agreements by an amount equal to 18 per cent thereof, but excluded from the scope of the increase—

(1) Such portion of the remuneration of each worker in each week as exceeded the amount of £13 in the case of adult male workers, the amount of £9 15s. in the case of adult female workers, and the amount of £7 10s. in the case of male and female workers under the age of twenty-one years and—

(2) All allowances in respect of tools, bicycles, motor vehicles, protective or special clothing, or special footwear.

The term "remuneration" means salary or wages; and includes time and piece wages and overtime and bonus and other special payments; and also includes allowances, fees, commission, and any other emolument, whether in one sum or several sums: and also includes travelling expenses.)

*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; Provided that between the hours of 10 p.m. and 7 a.m. double ordinary time rates shall be paid.

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 of ceasing work without any payment being incurred.

(b) Sundays and Holidays—(i) All work performed on Sundays and holidays shall be paid for at double ordinary time rates.

(ii) When officers 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 officer by reason of this clause shall 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 12 noon – Time and a half.

After 12 noon – Double ordinary time.

Officers shall be allowed a minimum of four 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) Any officer 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.

### *Meals*

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

(b) Any officer 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: 4s. for Mondays to Fridays inclusive with a special surcharge of 6d. in addition for Saturdays, Sundays, or holidays.

### *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.

Should any officer 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*

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. (a) 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 wages 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.

(b) When a tug is voyaging between the New Zealand ports officers shall be paid a plusage of £1 3s. per day in addition to the wages prescribed in clause 3 hereof while a vessel is at sea. Such voyages shall not be classed as special duty under subclause (a) hereof.

*Uniforms*

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

*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.

*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 bound by this agreement or any of them as to any matter whatsoever arising out of the agreement, or 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 particular employer and officer concerned) shall be referred to a committee composed of three representatives of the employers and three representatives of the officers 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 the termination of employment shall be given by either party.

*Terms of Agreement*

13. This agreement in so far as it relates to rates of wages shall be deemed to have come into force on the 1st day of March 1957 and so far as all the other provisions of this agreement are concerned it shall come into force on 1st day of July 1957 and shall continue in force until the 30th day of June 1958.

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

[L.S.]

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

Signed on behalf of the Auckland Harbour Board—

[L.S.]

A. W. JENKYN, Chairman.  
V. A. C. CHRISTIANSEN, Secretary.