

WAIHEKE SHIPPING CO. LTD., **ENGINEERS**—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, and its amendments, this 10th day of September 1958, between the New Zealand Engine Drivers, River Engineers, Marine-engine Drivers, Greasers, Firemen and Assistants' Industrial Union of Workers (hereinafter called "the union"), of the one part and the Waiheke Shipping Co. Ltd., (hereinafter called "the employer") of the other part, whereby it is mutually agreed by and between the parties hereto as follows:

1. That the terms, conditions, stipulations, and provisions contained and set out in the Schedule hereto shall be binding upon the parties hereto, 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 the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

SCHEDULE

Application of Agreement

1. This agreement shall apply to engineers in all vessels exclusively employed by Waiheke Shipping Co. Ltd., in their present trades, and to other parties added by application to the Arbitration Court.

Wages

2. The minimum rates of wages for engineers shall be £13 per week.

Increase in Rates of Remuneration

3. Except for the rates prescribed in clauses 7 (b) and 11, 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 21 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.)

Hours of Work

4. (a) For the purpose of computing hours of work, a week shall be deemed to commence and finish at midnight Sunday/Monday.

(b) When a vessel leaves Auckland and returns the same day, time shall count for all hours taken on the trip.

(c) The ordinary hours of work shall not exceed 40 hours in any week, or eight hours in any day, the day's work to be worked within a span of nine hours. The ordinary hours may be worked on any five of the seven days of the week, to be rostered as far as is practicable.

(d) Ordinary hours of work, worked on Saturdays, shall be paid for at half rates in addition to the weekly wage.

(e) Ordinary hours of work, worked on Sundays, shall be paid for at ordinary rates in addition to the weekly wage.

Overtime

5. (a) Except as provided in subclause (c) hereof, time worked in excess of the hours mentioned in clause (3), shall be paid for at the rate of time and a half.

(b) When ordered back for a special trip, a minimum of 4 hours overtime shall be paid.

(c) Time worked between 10 p.m. and 6 a.m. daily, or in excess of 12 hours daily in the Waiheke trade, or eight hours daily in the Great Barrier trade, shall be paid for at double time rates.

Statutory Holidays

6. All time worked on statutory holidays shall be paid for at double rates in addition to the weekly wage. If an engineer is off duty on one of these holidays, he shall be paid eight hours at ordinary rates for such day. The holidays referred to in this clause are—Christmas Day, Boxing Day, New Year's Day, Anniversary Day, Good Friday, Easter Monday, Labour Day and the birthday of the reigning Sovereign. Anzac Day shall be observed in accordance with the Anzac Day Observance Act.

Meals

7. (a) All meals to be supplied by the company when a vessel is away from Auckland.

(b) When overtime is to be worked in Auckland and a meal is not provided, a payment of 5s. shall be made.

(c) When cargo operations in m.v. *Esme* are continued between 12 noon and 1 p.m., or 5 p.m. and 6 p.m., an additional hour's pay at ordinary rates shall be paid.

Annual Holidays

8. An annual holiday of four weeks on full pay, exclusive of statutory holidays, shall be given each 12 months, at a time to be mutually agreed upon.

Bedding and Linen

9. Bedding, linen, blankets, towel and soap shall be provided by the company.

Overalls and Uniform

10. If the company requires a uniform to be worn, it shall be provided by the company.

The company shall supply a suit of overalls after each six months of service.

Working Cargo

11. When an engineer is required to work cargo, or drive a winch, he shall be paid 2s. 3d. per hour in addition to the ruling rate.

Days Off

12. If an engineer is required to work on his day off, he shall be paid at double ordinary rates, regardless of the day of the week.

Sick/Accident Compensation

13. (a) In the case of accident during employment, an engineer shall be paid in accordance with the Workers' Compensation Act.

(b) In the case of sickness occurring while employed by the company, an engineer shall receive the following payments from the company:

Up to one year's service	.....	.....	Nil.
One to three years' service	.....	.....	One month on full pay.
Three to 10 years' service	.....	.....	Two months on full pay.
Over 10 years' service	.....	.....	Three months on full pay.

Termination of Employment

14. One week's notice of termination of employment by either party.

Term of Agreement

15. This agreement shall come into force on 4 August 1958, and shall continue in force until 4 August 1959.

For the New Zealand Engine Drivers, River Engineers, Marine-Engine Drivers, Greasers, Firemen and Assistants' Industrial Union of Workers—

A. C. SADLER, President.
N. FINCH, Secretary.

For the Waiheke Shipping Co. Ltd.—

L. N. ROSS, Chairman.
J. C. SMITH, Manager.