

BLUFF HARBOUR BOARD TUG MASTER—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 1954, this 9th day of May 1958 between the Bluff Harbour Board (hereinafter called "the employer") of the one part, and the N.Z. Merchant Service Guild Industrial Union of Workers (hereinafter called "the union") 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 Master of the Tug.

Hours of Work

2. 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 sub-clauses (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 £853 11s. 8d. per annum.

(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 under the Economic Stabilisation Regulations 1953, and dated the 26th day of October 1956.

Overtime

4. (a) All time worked outside the ordinary hours prescribed 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.

(b) (i) All work performed on holidays mentioned in clause 7 hereof shall be paid for at double ordinary time rate 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 rates.

(iii) When the master is ordered for work on Sundays and/or holidays he 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.

The master shall be allowed a minimum of four hours for each call out: Provided that the master by reason of this sub-clause 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) The 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 the master is ordered back to work overtime, he 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

5. (a) When a tug is at sea and the master is unable to obtain his ordinary meals the employers shall provide refreshments free of charge.

(b) The master when required to work overtime after 6 p.m. on Mondays to Fridays inclusive or to continue to work after 1 p.m. or 6 p.m. on Saturdays, Sundays or holidays, shall be paid meal money as follows: 4s. 6d. for Mondays to Fridays inclusive with a special surcharge of 6d. in addition for Saturdays, Sundays or holidays.

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

Where special circumstances arise the master 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

6. The master covered by this agreement shall after 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 the 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

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 of "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 master of the tug covered by this agreement shall be paid his ordinary wage plus 50 per cent in lieu of overtime, such special payment to count from the 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 master shall be paid the equivalent of eight hours' pay at the appropriate rate or rates prescribed in sub-clauses (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 the master 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 sub-clause (a) hereof.

Uniform

9. When the 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 is not available, the master of the tug shall be conveyed to or from his home 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 officer concerned) shall be referred to a committee composed of three representatives of the employers and three representatives of the officer 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 related to rates of wages shall be deemed to come into force on the 1st day of January 1958 and so far as all other provisions of this agreement are concerned it shall come into force on 1st day of January 1958 and shall continue in force until the 31st day of December, 1958.

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

[L.S.]

M. M. McARTHUR, Vice President.
J. W. DICKINSON, Secretary.

Signed on behalf of the Bluff Harbour Board—

[L.S.]

E. W. ADAMS, Chairman.
N. D. CULLEN, Secretary.