

AUCKLAND SCOW MASTERS—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 1st day of October 1959, between:

Alert Towing Co. Ltd.
 Alwin Shipping Co. Ltd.
 Auckland Water Transport Ltd.
 A. W. Bryant Ltd.
 J. J. Craig Ltd.
 Gulf Freighters Ltd.
 F. E. Hooks.
 Kasper and Kasper.
 McCallum Bros Ltd
 E. J. and I. Parkes
 Parry Bros. Ltd.
 Rahiri Shipping Co. Ltd.
 Winstone Ltd.

(hereinafter referred to as "the employer") of the one part, and the New Zealand Merchant Service Guild Industrial Union of Workers (hereinafter called "the guild") of the other part, whereby it is mutually agreed by and between the parties hereto as follows:

(1) This agreement shall apply to all masters employed on vessels engaged in the following trades out of the Port of Auckland: the carriage of sand, shingle, firewood, owners' goods, or the carriage of goods to places other than those to which there is a regular shipping service.

(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 of the said terms, conditions, stipulations and provisions, but shall in all respects abide by and perform the same.

Wages

1. (a) The minimum rates of wages to be paid per calendar month shall be as follows:

	Per Month		
	£	s.	d.
Masters of vessels of 51 tons and over gross register-working	54	18	3
When vessels out of commission (clause 6) or when on medical benefit (clause 9) or on annual leave (clause 3)	64	2	3
Masters of vessels from 30 tons to 50 tons gross register-working	50	6	3
When vessels out of commission (clause 6) or when on medical benefit (clause 9) or on annual leave (clause 3)	59	10	3

(b) For the purpose of calculating payments for broken periods a calendar month shall be reckoned as 30 days.

(c) In addition to the rates set out in subclause (a) hereof and except where the vessel is employed solely inside extended-river limits, masters shall be paid a "sea-going" allowance of £6 18s. per calendar month. This payment shall be made only while the vessel is in commission and shall not be regarded or taken into account as wages set out in subclause (a) hereof, nor shall it be taken into account as wages in the assessment of any payments provided for by this agreement which are based on the rates as prescribed in subclause (a) hereof.

Overtime

2. Overtime shall not be payable, but in lieu of overtime and restriction of hours, payments per trip over and above monthly rates shall be made as follows:

	£	s.	d.
Inside harbour limits	1	5	6
Outside harbour limits and inside a direct line from Takatu Point to Cape Colville	1	15	0
From Auckland to ports between Takatu Point and Whangarei	2	14	3
From Auckland to ports between Cape Colville and Whangapoua inclusive	2	14	3
From Auckland to Thames River	2	14	3
From Auckland to Portland and Whangarei	3	1	9
From Auckland to ports between Whangapoua and East Cape	3	9	6
From Auckland to ports beyond Whangarei to Whangaroa inclusive	4	4	6
From Auckland and Whangarei to ports beyond Whangaroa	6	1	0
From Auckland to ports beyond East Cape	6	1	0

In all cases where a vessel takes a load from one port to another, full trip money shall be paid; for part loads over 50 per cent., full trip money shall be paid; for part loads under 50 per cent., half trip money shall be paid; for part loads under 25 per cent., quarter trip money shall be paid.

Annual Leave

3. Masters shall be granted annual holidays in accordance with the provisions of the Annual Holidays Act 1944; provided, however, that masters shall be entitled to 21 days' holiday per year, 14 of which shall be continuous and the remainder shall be given as mutually arranged between the master and the employer.

Holidays in Port

4. Masters shall be entitled to the following holidays in port: New Year's Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day and Auckland Anniversary Day.

Holidays at Sea

5. If any of the following holidays be spent wholly at sea, or if the ship arrives in port from sea later than 8 a.m. on any of such holidays, each master shall be entitled to a day off ashore, at the Port of Auckland within one month thereafter or to an extra day's sea pay. The holidays are: New Year's Day, Auckland Anniversary Day, Good Friday, Anzac Day, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Christmas Day and Boxing Day. These holidays shall be observed at sea as Sundays.

Vessels out of Commission

6. If, while a vessel is laid up for repairs the employers retain the services of any master for any work in connection with the ship, such master shall be entitled to sea pay and also (if not found on the vessel or on another convenient vessel of the same owner) to victualling and/or accommodation allowance according to the provisions of clause 10 hereof for the time he is actually engaged in such work.

Expenses

7. (a) The employer shall pay any reasonable expenses of an employee incurred in the service of or in the interest of the employer.

(b) Whenever an employee has to pass for the purpose of the employer from one port or place to another, he shall be paid his reasonable travelling expenses at first-class rates.

Manual Work

8. Where discharging cargo with the ship's gear and the master is being employed in the operation of such ship's gear, then he shall receive a payment of 12s. 6d. for such work. This clause applies only to the Port of Auckland.

Medical Benefits

9. When a master is invalidated on shore in or beyond New Zealand with illness or accident contracted in the service of the ship at any time after joining the vessel, he shall be granted the benefits provided in section 68 of the Shipping and Seamen Act 1952, and if invalidated on shore beyond New Zealand shall (except in the case of death) be returned to his port of shipment in New Zealand and his wages shall continue until the time at which in due course he arrives at such port.

This clause shall not apply to cases of illness due to the master's own wilful act or default or to his own misbehaviour.

Victualling and Accommodation

10. Vessels shall be victualled by the employer.

Except during absence on leave, every master shall be entitled to meals and proper accommodation up to the ordinary standard either on his vessel or on another convenient vessel of the same owner, or else to receive an allowance as follows:

	Master Per Day		
	£	s.	d.
For victualling and accommodation	2	0	0
For accommodation only	0	19	0
For victualling only	1	1	0

Accommodation allowance shall not be payable to a master in the port where he has his home.

In cases where accommodation is not available at these rates the difference is to be made up by the employer.

Increase in Rates of Remuneration

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.)

Safety of Ships

12. A master shall attend, when required, any medical inspection in port, or any boat or fire drill in port or at sea, and do any work that is required of him for the safety of the ship when in immediate peril, without payment of overtime.

Discharge

13. (a) Notwithstanding anything contained in the articles of agreement signed by the masters or in the agreement made with the master, when a master has served six months continuously with the employer the service shall be terminable only by one calendar month's notice in writing on either side, but in the case of the discharge of a master the employer shall have the option of paying one month's wages (without victualling or accommodation allowance) in lieu thereof.

In no case shall holidays due either for annual leave or accumulated time be considered as part of notice of termination of employment.

(b) Except in the case of dismissal for misconduct, when a master is discharged from the employer's service the employer shall provide first-class passage or fare to his home port.

(c) This clause shall not apply to the case of dismissal for misconduct or to the case of transfer from one ship of the employer to another.

Cleaning Rooms

14. The employer shall cause the rooms to be cleaned every day. The rooms shall be fumigated, cleaned, and painted once in every 12 months while the vessel is in port if required. Should any question as to the necessity of painting quarters arise it shall be decided between the secretary of the guild and the representative of the company concerned.

Beds and Bedding

15. The employer shall provide bedding consisting of a mattress and cover, counterpane, pillow and cover, three blankets, two sheets, also at least two towels per week. Pillow-covers, sheets and towels shall be changed weekly, counterpanes fortnightly, mattress-covers monthly and blankets once every four months.

Clothing Allowance

16. In lieu of being provided by the employer with protective and/or waterproof clothing masters shall receive an allowance of 7s. 6d. per month.

Shipwreck

17. In the event of the master losing his clothes or effects through the wreck or loss of the ship or damage to quarters by fire, flooding or collision, the employer shall reimburse him for the loss, but the amount of such reimbursement shall not exceed £150.

Workers to be Members of Union

18. (a) Subject to the provisions of subsection (5) of section 18 of the Industrial Conciliation and Arbitration Amendment Act 1936, it shall not be lawful for any employer bound by this agreement to employ or to continue to employ in

any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement.

(b) For the purposes of subclause (a) of this clause a person of the age of 18 years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this agreement for workers of the age of 21 years and upwards, shall be deemed to be an adult.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union commits a breach of this agreement and shall be liable accordingly.

(NOTE—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act 1936, which gives to workers the right to join the union.)

Matters Not Provided for

19. Any dispute in connection with any matter not provided for in this agreement shall be settled between the particular employer concerned and the secretary or president of the union, and, in default of any agreement being arrived at, then such dispute shall be referred to the local Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner may appeal to the Court upon giving written notice of such appeal to the other party within 14 days after such decision shall have been communicated to the party desiring to appeal.

Term of Agreement

20. This agreement, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 1st day of April 1959, and so far as all other provisions of the agreement are concerned it shall come into force on the 1st day of May 1959 and shall continue until the 31st day of March 1961.

In witness whereof the parties have hereto set their hand this 1st day of October 1959.

For:

J. J. Craig Ltd.
 Gulf Freighters Ltd. }
 Auckland Water Transport Ltd. }
 Alwin Shipping Co. Ltd. }
 D. J. and I. Parkes }
 Parry Bros. Ltd.
 Rahiri Shipping Co.
 Winstone Ltd.
 Alert Towing Co. Ltd.
 Kasper and Kasper
 McCallum Bros., Ltd.
 F. E. Hooks
 A. W. Bryant Ltd.

R. F. MCKILLOP.
 H. L. H. JULIAN.
 J. M. HALL.
 E. BARKER.
 J. M. MCKINNON.
 ERIC G. WINSTONE.
 C. I. MILLER.
 H. R. KASPER.
 A. J. LITTLE.
 F. E. HOOKS.
 GORDON BRYANT.

For New Zealand Merchant Service Guild
 Industrial Union of Workers:

J. W. DICKINSON.