

UNION STEAM SHIP CO. OF NEW ZEALAND LTD., WELLINGTON STEAM-TUG
MASTERS' AND ENGINEERS'—AGREEMENT UNDER LABOUR DISPUTES
INVESTIGATION ACT 1913

THIS agreement made in pursuance of the Labour Disputes Investigation Act 1913, this 30th day of April 1959, between the New Zealand Merchant Service Guild and the New Zealand Institute of Marine and Power Engineers (Incorporated) (hereinafter called "the employees") of the one part, and the Union Steam Ship Co. of New Zealand Ltd., Wellington (hereinafter called "the employers") of the other part, witnesseth that it is hereby mutually agreed by and between the said parties that the following rates of wages and conditions of employment shall apply to the Masters and Engineers of the steam-tugs *Tapuhi* and *Taioma*.

SCHEDULE

Clause 1, Hours of Work

(a) The ordinary hours of work shall not exceed eight per day to be worked between 8 a.m. and 5 p.m. on five days of the week, Monday to Friday, both days inclusive.

(b) When a Master is ordered down for a job before 8 a.m., the hours for the day shall commence half an hour before the time ordered; when finishing for the day in overtime hours the Master shall be allowed 30 minutes after berthing for the purpose of making the tug secure unless such time comes within a minimum period under clause 2 (b) or within a meal hour under clause 9.

Clause 2, Overtime

(a) All time worked outside or in excess of the hours prescribed in clause 1 hereof shall be paid for at the rate of time and a half except for time worked after noon on Saturdays and on Sundays or holidays, which shall be at the rate of double time; and time worked between 10 p.m. and 7 a.m. on any day at the rate of double time.

(b) Any Master or Engineer ordered out to work between 6 p.m. and 10 p.m. shall receive a minimum of three hours' employment or payment equivalent thereto; if ordered out between 10 p.m. and 5 a.m. he shall receive a minimum of four hours' employment or payment equivalent thereto; if ordered out between 5 a.m. and 7 a.m. he shall receive a minimum of three hours' employment or payment equivalent thereto with the proviso that in cases where the tug actually leaves the wharf before 7 a.m. the Master or Engineer will receive three hours' overtime payment up to 8 a.m. Any Master or Engineer ordered out on a Saturday, Sunday or holiday shall receive a minimum of four hours' employment or payment equivalent thereto, provided that should the Master or Engineer be employed both before noon and after 1 p.m., a minimum of eight hours' employment or payment equivalent thereto shall be made.

Provided further that should a Master or Engineer be called out after 5 p.m. on a Saturday, Sunday or holiday, he shall receive a minimum of four hours or payment equivalent thereto but this does not apply in a case where a Master or Engineer called out before 5 p.m. carries on work beyond 5 p.m., except that if work continues beyond 7 p.m. he shall be paid until 10 p.m. Payment of the minimum periods prescribed by this clause shall not operate to prevent the employer's right to undertake more than one job during the prescribed minimum periods without additional payments.

(c) Masters or Engineers ordered back to continue work at 6 p.m. Monday to Friday or at 1 p.m. on a Saturday, Sunday or holiday, shall be paid 4s. meal allowance. Where a Master or Engineer is required to work through the tea hour and continues beyond 6.30 p.m. Monday to Friday, he shall be paid until 9 p.m. Where work continues beyond 11 p.m. on any night an allowance of 4s. shall also be made for supper, unless supper is provided. In addition a 6d. surcharge on Saturday, Sunday or holiday shall be paid for each meal.

(d) Where it is necessary for an Engineer to attend on a Sunday or holiday for the purpose of flashing up the boiler he shall receive a minimum of two hours for each occasion on which he is called down.

Provided that any time in excess of the prescribed minimum shall be treated as half hourly periods for the purpose of computing overtime.

Clause 3, Cancellation of Orders

Where a Master or Engineer is ordered for a job on a Saturday, Sunday or holiday and such job is not cancelled before the day for which he was ordered, a cancellation payment of two hours at the prevailing rate shall be made.

Clause 4, Annual Leave

Tug Masters and Tug Engineers shall receive three weeks' annual leave on full pay.

Clause 5, Other Holidays

In addition to their annual holidays, the following days shall be observed as holidays: New Year's Day, Anzac Day, Anniversary Day, Good Friday, Easter Monday, Labour Day, Sovereign's birthday, Christmas Day, Boxing Day.

In the event of any of the holidays specified above occurring during the period of the annual holiday, such day or days shall be added to the number of days provided herein for the annual holidays.

Clause 6, Work Outside "Extended River Limits"

When tugs are required to proceed beyond extended river limits on special duty, Masters and Engineers of tugs shall be paid their ordinary salary 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, Sunday and/or holiday which may occur during the period a tug is on special duty, such Masters or Engineers shall be paid the equivalent of eight hours' pay at the appropriate rate or rates prescribed in subclause (a) of clause 2, but such rates shall not be subject to the 50 per cent plusage above referred to.

Clause 7, Uniform Trimmings

(a) Should the Master or Engineer requisition for uniform trimmings the company shall supply same free of cost, but not more often than once in 18 months.

(b) A protective clothing and/or overall allowance of 7s. 6d. per month shall be paid to each Master and Engineer.

Clause 8, Wages

The rates of wages shall be as follows:

			Per Calendar Month		
			£	s.	d.
S.s. <i>Tapuhi</i>	.....	.....	63	16	6
S.s. <i>Taioma</i>	.....	.....	63	16	6

Clause 9, Meal Hours

(a) The recognised meal hours shall be:

Breakfast: 7 a.m. to 8 a.m.

Dinner: 12 noon to 1 p.m.

Tea: 5 p.m. to 6 p.m.

Supper: 10 p.m. to 11 p.m. (where work is to continue beyond 11 p.m.)

(b) Masters and Engineers shall, if required, work during meal hours and except for the breakfast hour shall be paid at the rate of double time for such work with a minimum payment of half an hour, but if the half hour is exceeded, then a full hour shall be paid for. In the case of the breakfast hour such time shall be worked at the rate of time and a half except where work has started for the day at 5 a.m. or earlier in which case it shall be at the rate of double time.

Where a Master or Engineer is not given a break of at least half an hour for a meal immediately prior to or following working of the recognised dinner hour, he shall receive payment of an additional hours' overtime at the rate of time and a half.

Clause 10, Vessels Under Overhaul

When doing overhaul work on board a tug out of commission the Engineer shall be paid an additional 3s. per day dirt money.

Clause 11, Transport

(a) When required to start or finish work at times when the usual means of transport is not available, Masters or Engineers on tugs shall be conveyed to or from their homes at the company's expense.

(b) When a Master or Engineer is required to proceed to his work on a tug lying at a berth over 1½ miles distant from the usual berth at which the Master or Engineer commences duty he shall be compensated for travelling by payment of 2s. per day.

Clause 12, Termination of Employment

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

Clause 13, Interpretation

In the event of any question arising upon any matter, whether referred to in this agreement or not, affecting Masters and Engineers covered by this agreement, the question (if not settled by mutual arrangement between the particular employer and employee concerned) shall be referred to a committee consisting of two representatives of the employers and two representatives of the employees for settlement. Should this fail to agree, the matter shall then be referred to the arbitration of an umpire mutually agreed upon by the said representatives, and the decision of the umpire shall be final.

Clause 14, Preference

Preference of employment shall at all times be given to members of the New Zealand Merchant Service Guild and the New Zealand Institute of Marine and Power Engineers (Incorporated) so far as Masters and Engineers of the tugs named herein are concerned.

Clause 15, Increase in Rates of Remuneration

The rates of remuneration determined by this agreement shall be subject to the general order of the Court of Arbitration dated 26 October 1956.

Clause 16, Term of Agreement

This agreement, insofar as it relates to the rates of wages contained in clause 8 shall be deemed to have come into effect as from 1 April 1959 and all other conditions of the agreement shall be deemed to have become effective as from 28 April 1959 and shall continue in force until 31 March 1961.

In witness whereof the parties hereto have hereunder set their hands the day and year first before written:

For the New Zealand Institute of Marine and Power Engineers (Incorporated)
Wellington Branch:

[L.S.]

N. H. MURRAY.
W. A. SCOTT.

Witness to the above signatures—H. J. MONIN.

For the New Zealand Merchant Service Guild:

[L.S.]

J. W. DICKINSON.

Witness to the above signature—R. T. GODDARD.

For the Union Steam Ship Co. of New Zealand Ltd:

Witness to the above signature—R. T. GODDARD.

K. BELFORD.

[NOTE—This agreement, made under the Labour Disputes Investigation Act 1913, was filed with the Clerk of Awards at Wellington, pursuant to section 8 (1) of the said Act, on the 13th day of May 1959.]