

UNION STEAM SHIP CO. OF NEW ZEALAND LTD. TUG BOAT WORKERS—
INDUSTRIAL AGREEMENT

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

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 31st day of March 1960 between the Federated Seamen's Union of New Zealand Industrial Association of Workers (hereinafter called "the union") of the one part and the Union Steam Ship Co. of New Zealand Ltd., Wellington (hereinafter called "the employer") of the other part, whereby it is mutually agreed by and between the parties hereto as follows, that is to say.

SCHEDULE

Clause 1, Industry to Which Agreement Applies

This agreement shall apply to the deck hands and firemen employed by the Union Steam Ship Co. of New Zealand Ltd. on tug boats at Wellington.

Clause 2, Wages

The following shall be the minimum rates of wages:	Per Week
	£ s. d.
Leading deck hand (when appointed as such)	13 8 8
Deck hand	13 5 7
Fireman and/or oilburner.....	13 8 8

Clause 3, Hours of Work

The ordinary hours of labour when employed in the harbour of Wellington shall not be more than eight in a day to be worked between 8 a.m. and 5 p.m. Monday to Friday inclusive.

Clause 4, Overtime

(a) Except as otherwise herein provided all work done outside or in excess of the daily hours prescribed in clause 3 hereof shall be paid for at the rate of time and a half.

(b) Time worked between 10 p.m. and 7 a.m. on any day or after noon on Saturday shall be paid for at double time.

(c) Any worker 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 men will receive three hours' overtime payment up to 8 a.m. Any worker ordered out on a Saturday, Sunday or holiday shall receive a minimum of four hours' employment or payment equivalent thereto, provided that should the worker 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 worker 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 worker 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 till 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 payment.

(d) Workers ordered back to continue work at 6 p.m. Monday to Friday or at 1 p.m. on Saturday shall be paid 5s. meal allowance. Where a worker 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 5s. shall also be made for supper, unless supper is provided. The meal allowance on Saturdays, Sundays or holidays shall be subject to a surcharge of 6d. per meal. The foregoing meal allowance shall also be paid to a worker finishing at 5 p.m. who is ordered to report back for another job before midnight.

Clause 5, Travelling Time

(a) When seamen are required to proceed to their work on a tug lying at a berth over 1½ miles distant from the usual berth at which the men commence their duties they shall be compensated for travelling by payment of 2s 6d per day.

(b) When a seaman is required to commence or finish work at times outside his ordinary hours of work and when his usual means of transport is not available, he shall be conveyed to and from his home at the employer's expense.

Clause 6, 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.

(b) Workers shall, if required, work during meal hours and except for the breakfast hour shall be paid double time for the portion thereof worked 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 time and a half shall be payable except where work has started for the day at 5 a.m. or earlier in which case it shall be at double time.

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

(c) Except to meet special circumstances, a worker shall not be required to work for more than five hours without an interval for a meal and where it is practicable to do so, the tugs shall be berthed to permit of this meal interval being granted, but this shall not be construed to mean that the tug shall be required to berth before the job on which he is working is completed or that the sailing or berthing of a ship should be delayed on this account.

Clause 7, Term of Employment

(a) The employment shall be a weekly one, and one week's notice of termination of the employment shall be given by either party, except in the case of drunkenness or misconduct, when the worker may be instantly dismissed.

(b) Wages shall be paid weekly, not later than Thursday, and in the employer's time.

Clause 8, Holidays

(a) The holidays shall be Sundays, New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day and Seamen's Union Picnic Day and for work performed on these days, double time shall be paid.

Clause 9, Annual Holiday

(a) On the completion of 12 months' continuous service, each seaman shall be entitled to a holiday of two weeks on full pay.

(b) If a worker is discharged or leaves his employment before his holidays are due he shall be entitled to a holiday on a *pro rata* basis on the service rendered in that year.

Clause 10, Boiler Work

Where a seaman is employed working inside a boiler or furnace or cleaning boiler tubes, he shall be paid 2s. per hour extra payment, ordinary and overtime, for such work. The minimum payment for such work shall be one hour.

Clause 11, Miscellaneous

(a) *Oil Burning Tugs*—A fireman shall report for duty for raising steam at the commencement of operations for the day one hour before the time for which the tug is required, but when the tug is required to leave the wharf before 7 a.m. and the minimum provided by clause 4 (c) does not exceed three hours or four hours respectively, the fireman shall be deemed to have commenced work 30 minutes prior to commencement of the minimum.

(b) Where the fireman reports for duty to raise steam ahead of the time for which the tug is required and the job falls within the minimum period provided by clause 4 (c) hereof, the fireman shall be allowed half an hour additional to the minimum period.

(c) Where it is necessary for a fireman 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.

(d) One able seaman shall report for duty for the purpose of preparing the tug at the commencement of operations for the day half an hour before the time for which the tug is required.

(e) Where a worker 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.

(f) A worker, while using an electric chipping hammer, shall be paid an additional 4d. per hour.

Clause 12, Clothing Allowance

In lieu of being provided by the employer with protective and/or waterproof clothing the worker shall be paid the sum of 1s. 6d. per week and in addition thereto deck hands shall be provided with one pair of gloves for each six months of employment.

Clause 13, Workers to be Members of Union

The employer shall in the engagement or subsequent employment of seamen on tugs give preference to those members of the Federated Seamen's Union of New Zealand Industrial Association of Workers who are not more than one month in arrears with their subscriptions to the said union.

Should there not be sufficient numbers of such members available when required, then and in such case the employer may engage or employ other men, conditionally that they shall become and remain members of the said union during the currency of their employment.

The employer may employ any member of the union at work in a tug out of commission, provided such members have served or are to serve on tugs in commission owned by the employer.

Clause 14, Matters Not Provided For

If a dispute shall arise between the parties to this agreement upon any matters arising out of or in connection with the agreement and not specifically dealt with therein, it shall be referred to a committee comprised of two representatives of the union, and two representatives of the employer, who shall appoint an independent chairman for decision. The decision of a majority of this committee shall be binding,

except that any party adversely affected thereby shall have the right, within 14 days after the decision is given, to appeal against the decision to the Court of Arbitration, which may amend the decision in any way as after hearing the parties, it may consider necessary or desirable.

Clause 15, Scope of Agreement

This agreement shall apply to tug boats owned and operated by the Union Steam Ship Co. of New Zealand Ltd. at Wellington.

Clause 16, Requirements of Economic Stabilisation Regulations

No worker bound by this agreement shall in any week be paid a lesser amount by the employer than the worker would have been entitled to be paid under this agreement if it had specifically applied the general order of the Court dated 18 September 1959 otherwise than by incorporation pursuant to the pronouncement of the Court dated 18 September 1959.

Clause 17, Term of Agreement

This agreement, in so far as it relates to the rate of wages in clause 2 and the rates of overtime in clause 4, shall be deemed to have come into force as from 1 December 1959 and in so far as all other conditions are concerned shall come into effect as from 1 March 1960 and shall continue in force until 28 February 1962.

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

For the Federated Seamen's Union of New Zealand Industrial Association of Workers—

F. P. WALSH, President.
D. MACLEOD, Secretary.

For the Union Steam Ship Co. of New Zealand Ltd., Wellington—

K. BELFORD, Industrial Superintendent.

Witness to the above signatures—

R. T. GODDARD.
