

WAIHEKE SHIPPING CO. LTD. DECK HANDS AND FIREMEN—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 29th day of June 1961, between the Auckland Federated Seamen's Industrial Union of Workers (hereinafter called "the union") of the one part, and the Waiheke Shipping Co. Ltd., (hereinafter called "the employers") of the other part, whereby it is mutually agreed by and between the parties hereto as follows, that is to say:

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

Wages

Per Week

£ s. d.

| | | | | | | | | |
|---------------|----|----|----|----|----|----|----|----|
| 1. Deck hands | .. | .. | .. | .. | .. | 13 | 12 | 10 |
| Firemen | .. | .. | .. | .. | .. | 13 | 12 | 10 |

Hours of Work

2. (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. 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 worked on Saturday shall be paid for at half rates in addition to the weekly wage.

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

Overtime

3. (a) Except as provided in sub-clause (c) hereof, time worked in excess of the hours stated in clause (2) shall be paid for at the rate of time and a half, provided that all overtime worked between the hours of 10 p.m. and 6 a.m. shall be paid for at the rate of double time. Where a worker is required to work on one of his days off he shall be paid at the rate of double time.

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

(c) On Great Barrier trips time and a half shall be paid for the first eight hours and double time thereafter. Time worked in excess of 12 hours daily in the Waiheke trade shall be paid at double rates.

(d) For all hours in excess of eight on Saturdays double time shall be paid.

Holidays

4. (a) The holidays to be observed in this award are New Year's Day, Anniversary Day, Anzac Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day and Seamen's Union Day, the last-named to be observed on the same day as the Waterfront Workers' Picnic Day.

(b) For each of the aforementioned holidays the workers shall be paid for eight hours at ordinary rate. Any worker who is required to work on any of such holidays shall be paid at the rate of double time in addition. Anzac Day shall be observed in accordance with the Anzac Day Observance Act.

Meals

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

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

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

Minimum Times

6. A minimum of three hours at the appropriate rate shall be paid for a call out for overtime, Monday to Friday, and a minimum of four hours on Saturdays, Sundays and any of the holidays named in clause 4 hereof.

Annual Holidays

7. At the end of 12 months continuous service with the company each worker shall be entitled to a holiday of 21 days. Where a worker terminates his employment after less than 12 months' service a holiday shall be granted in terms of the Annual Holidays Act 1944.

Bedding, etc.

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

Protective Clothing

9. In lieu of being provided by the company with protective and/or waterproof clothing, deckhands shall be paid an allowance at the rate of 10s. per month and firemen an allowance of 2s. 6d. per month.

Working Cargo

10. When required to work cargo or drive a winch each worker shall be paid an extra sum of 1s. 6d. per hour.

Overhaul and Slip Work

11. When a vessel is under overhaul or on the slipway, and workers are required to perform work for which extra payment is provided under other awards or industrial agreements, they shall be paid an additional sum of 5s. for each day or part of a day in which they are employed at such work.

Boiler Work, etc.

12. For all work inside boilers or furnaces, or cleaning boiler tubes, an extra sum of 2s. per hour, ordinary and overtime, shall be paid. Workers so employed shall be provided with respirators or clean muslin strips for that purpose.

Sick/Accident Compensation

13. In the case of sickness, other than accident, occurring while employed by the company a worker 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. Engagement may be terminated on either side by giving 24 hours' notice.

Preference

15. The employer shall, in the engagement or subsequent employment of deckhands and firemen or oilburners, give preference to financial members of the union.

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

Term of Agreement

16. This agreement shall be deemed to have come into force on the 16th day of June 1961 and shall continue in force until the 30th day of June 1963.

Signed on behalf of the Auckland Federated Seamen's Industrial Union of Workers:

T. F. ANDERSON.
R. J. FOULKES.

Signed on behalf of the Waiheke Shipping Co. Ltd.:

C. E. TENNENT.
J. C. SMITH.