

NORTHERN, WELLINGTON, CANTERBURY, AND OTAGO AND SOUTHLAND
HARBOUR BOARDS' DREDGE AND TUG OFFICERS—AWARD

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

In the Court of Arbitration of New Zealand, Northern, Wellington, Canterbury, and Otago and Southland Industrial Districts—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the New Zealand Merchant Service Guild Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned union and boards (hereinafter called “the employers”):

New Zealand Harbour Boards' Industrial Union of Employers, P.O. Box 1765, Wellington.

Auckland Harbour Board, P.O. Box 1259, Auckland.

Lyttelton Harbour Board, Cathedral Square, Christchurch.

Napier Harbour Board, Napier.

Otago Harbour Board, P.O. Box 1, Dunedin.

Southland Harbour Board, P.O. Box 1, Bluff.

Tauranga Harbour Board, P.O. Box 308, Tauranga.

Timaru Harbour Board, P.O. Box 76, Timaru.

Wellington Harbour Board, P.O. Box 893, Wellington.

THE Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the Schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each

and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the Schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect on the day of the date hereof and shall continue in force until the 21st day of June 1963 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 21st day of December 1961.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to the parties hereto governing the wages and conditions of employment of the masters and officers of the various harbour board tugs and dredges set out in clause 3 hereof.

Hours of Work

2. (a) *Tugs Harbour Duties*—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 paragraphs (i) and (ii) hereof may be required by the employers provided notice thereof is given the previous day.

(b) *Dredges*—Except where otherwise provided, the ordinary hours of work shall be 40 per week to be worked between 8 a.m. and 5 p.m., Monday to Friday inclusive; but in no case, except where otherwise stated, shall the ordinary hours exceed eight per day: Provided 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.

(c) *Shift Work*—Notwithstanding anything contained in the foregoing sub-clauses shifts may be worked as required by the employers. Eight hours shall constitute a shift and the ordinary hours of work shall be 40 per week: Provided that while employed on shift work on Saturday such time worked shall be paid for at the rate of time and a half and while employed on Sunday shall be paid for at the rate of double ordinary time.

A shift allowance of 3s. 9d. per shift shall be paid while employed on afternoon or night shifts. Any shifts starting or finishing outside of the hours of 6 a.m. and 6 p.m. shall be deemed to be afternoon or night shift. Any shift worker called upon to work on his day off shall be paid time and a half for the first four hours worked and double time thereafter with a minimum of four hours.

Rates of Pay

3. (a) The following shall be the minimum rates of wages—

		Per Week		
		£	s.	d.
<i>Auckland Harbour Board:</i>				
Master Tug	"Aucklander"	21	16	0
Mate Tug	"Aucklander"	17	13	0
Master Tug	"William C. Daldy"	21	16	0
Mate Tug	"William C. Daldy"	17	13	0
Master Tug	"Te Awhina"	19	17	0
Master Dredge	"Hapai"	19	17	0
Mate Dredge	"Hapai"	16	12	0
Master Dredge	"Paritutu"	19	13	0
Mate Dredge	"Paritutu"	16	12	0
<i>Lyttelton Harbour Board:</i>				
Master Tugs		21	0	0
Mate Tugs		17	13	0
Master Dredge	"Peraki"	21	2	0
Senior Master Dredge	"Canterbury"	20	10	0
Shift Master Dredge	"Canterbury"	20	10	0
Master	"Te Whaka"	18	16	0
<i>Otago Harbour Board:</i>				
Master Tug	"Otago"	21	5	0
Master Dredge	"Otakou"	21	2	0
Mate Dredge	"Otakou"	17	8	0
<i>Southland Harbour Board:</i>				
Master Tug	"Awarua"	21	5	0
<i>Tauranga Harbour Board:</i>				
Master Tug		19	17	0
<i>Napier Harbour Board:</i>				
Master Dredge	"Whakarire"	19	5	0
<i>Timaru Harbour Board:</i>				
Mate Dredge	350	16	3	0
<i>Wellington Harbour Board:</i>				
Master Dredge	"Kerimoana", who shall act as Master of floating crane "Hikitia" as and when required	18	16	0

(b) (i) Any worker receiving a higher wage than that provided above shall not have such wage reduced while in his present employment.

(ii) Any worker who, at the date of the coming into force of this award, is in receipt of a wage higher than the award rate may be paid a corresponding increase in his weekly wage so that the difference in the weekly wage is maintained.

(iii) Any worker employed in a higher grade than his classification shall be paid the wage applicable for that grade or for the class of work he is called upon to perform: Provided that when a worker is relieving in a lower grade his wage shall not be reduced. This subclause shall not apply to workers during a probationary period not exceeding six months.

Overtime

4. (a) All time worked outside or in excess of the ordinary hours specified in clause 2 hereof, or outside the ordinary shift hours (when a tug or dredge is working shifts), 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) Any worker 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.

(c) 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.

(d) Except where otherwise provided, when workers are ordered back to work overtime, they 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.

(e) Except when on shift work, a worker who is required to work overtime after 6 p.m. on Mondays to Fridays inclusive or to continue work after 1 p.m. or 6 p.m. on Saturdays, Sundays or holidays shall be paid 6s. meal money.

(f) *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.

Saturday Work

5. Except in the case of a dredge or tug working shifts, and except where otherwise provided, the penalty rate payable for all work performed on Saturday shall be as follows:

Midnight Friday to 8 a.m. Saturday: Double ordinary time. 8 a.m. to noon: Time and a half. After 12 noon: Double ordinary time.

Workers shall be allowed a minimum of four hours for each call out: Provided that no worker by reason of this clause shall be entitled to be paid a greater amount than he would have received had he been employed continuously.

Sundays and Holidays

6. (a) All work done on any of the holidays mentioned in subclause (b) hereof shall be paid for at double ordinary rate in addition to the wages specified herein.

(b) The holidays throughout the year shall be New Year's Day, Anzac Day, Provincial Anniversary Day, Good Friday, Easter Monday, Labour Day, the birthday of the reigning Sovereign, Christmas Day, Boxing Day, and the Harbour Boards Employees' Picnic Day (to be held on the same day as the Waterside Workers' Union Picnic Day). At ports where no picnic day is observed by the Waterside Workers' Union or such picnic is held on a Saturday or Sunday, a day in lieu thereof shall be allowed by agreement between the employers and the individual worker. At ports where Anniversary Day is not observed as a holiday some other day shall be substituted in lieu thereof. If any of these holidays shall be observed on any other day than that on which it falls, the provisions of this award shall apply to such other day instead of the original day.

(c) Except where otherwise provided, all time worked on Sundays shall be paid for at double ordinary time rate.

(d) *Minimum for Sundays and Holidays*—When workers are ordered for work on Sundays and/or holidays they shall be paid a minimum of four hours for each call out. This subclause shall not apply to any time worked by shift-workers as part of their ordinary shift: Provided that no worker by reason of this clause shall be entitled to be paid a greater sum than he would have received had he been employed continuously.

Annual Holidays

7. (a) Workers shall, after the completion of each year of service, be entitled to two weeks' holiday on ordinary pay. In the case of shift workers and tug officers three weeks' holiday on ordinary pay shall be allowed.

(b) In the event of any of the holidays specified in clause 6 (b) hereof occurring during the period of the annual holidays, such day or days shall be added to the annual holiday.

(c) Should any worker 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.

(d) The annual holidays shall, as far as practicable, be arranged to be taken between 1 September and 31 May in each year. Workers shall be given at least 14 days' notice prior to the date of going on annual holiday.

Work Outside Extended River Limits

8. (a) When a tug is required to proceed beyond river limits on special duty workers on the tug shall be paid their ordinary wages 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 such workers shall be allowed a day off for each such Saturday and/or Sunday or part thereof, or shall be paid the equivalent of eight hours' pay at the appropriate rate or rates prescribed in clauses 4 and 5 hereof, but such rate shall not be subject to the 50 per cent plusage above referred to.

(b) When tugs and dredges are voyaging between the New Zealand ports, masters and officers 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 subclause (a) hereof.

Not More Than Five Hours to be Worked Without a Break

9. Reasonable time shall be allowed for a meal. Workers shall not be called upon to work more than five consecutive hours without having a reasonable break for a meal but where special circumstances arise workers 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.

Victualling and Accommodation

10. (a) When dredges and tugs are required to leave their home port for annual overhaul or survey, the employer shall supply all cooking and eating utensils and a cook, and all necessary food, bedding, blankets, sheets and pillowcases and men shall not be called upon to sleep aboard during the actual time of overhaul, but shall be provided with reasonable board and lodging at the employer's expense.

(b) When working conditions are such that the employer requires workers to sleep aboard any dredge or tug, the employer shall supply cooking and eating utensils and a cook and shall pay an allowance of 10s. per man per day. The employer shall supply a mattress, pillows, blankets, sheets and pillowcases for each member of the crew.

Miscellaneous

11. (a) When a master or officer is required to wear a uniform such uniform shall be supplied by the employer free of charge.

(b) Where in the course of his employment it is necessary for the master or officer to wear overalls to protect his clothing from dust, dirt, and greasy substances and no uniform or protective clothing is provided, he shall be paid 1d. per hour extra as overall allowance whilst so employed.

(c) The employer shall provide each master and officer with written particulars of his wages, overtime and special payments each pay day.

Transport

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

(b) When a tug is lying at a wharf 1 mile or more distant from the usual place of berthing travelling time shall be paid both ways between the usual place of berthing and the place where she is berthed.

Termination of Employment

13. Subject to the conditions of any contract of service, the employment shall be a monthly one, and excepting for conduct justifying summary dismissal, one month's notice of the termination of employment shall be given by either party.

Disputes

14. The essence of this award 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 hereby provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with in this award, every such dispute or difference shall be referred to a committee of two representatives of the board and two representatives of the union together with, if required by either party, an independent chairman to be mutually agreed upon, or in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within 21 days after such decision has been made known to the party desirous of appealing.

Workers to be Members of Union

15. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, it shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award.

(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 award 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 award, and shall be liable accordingly.

(NOTE—Attention is drawn to section 174 (3) of the Industrial Conciliation and Arbitration Act 1954, which gives to workers the right to join the union.)

Scope of Award

16. This award shall operate throughout the Northern, Wellington, Canterbury, and Otago and Southland Industrial Districts and shall apply only to the parties specified herein or to such other parties as may be added by order of the Court.

Term of Award

17. This award shall come into force on the day of the date hereof and shall continue in force until the 21st day of June 1963.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 21st day of December 1961.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The matters settled by the Court related to classifications, rates of wages, and term of award.

The applicant union of workers in its wage claims included classifications for "Mate Dredge 'Peraki'" and "Mate Dredge 'Canterbury'". The incorporation of these classifications in the award was objected to by the New Zealand Harbour Boards Employees Industrial Union of Workers on the grounds that the workers concerned were covered by the New Zealand Harbour Boards' Employees Award made on the 20th day of July 1961 (61 Book of Awards 865). In the appendix to that award there appears under the heading "Lyttelton—Harbourmaster's Department", the classification

"Dredges . . .
'Canterbury' and 'Peraki'.
Mate and ladderman."

A similar classification covering the mate and ladderman on the dredge "Canterbury" has appeared repeatedly in New Zealand Harbour Boards' Employees' Awards since 1937.

The membership rule of the New Zealand Merchant Service Guild Industrial Union of Workers reads:

"Any person who possesses either a Master's or Mate's Foreign-going or Home Trade Certificate of Competency recognised by the Marine Department of New Zealand (other than a person whose conditions of employment are fixed by an award or agreement to which some other industrial union is a party) shall become a member of the Union on making application to the Secretary."

The conditions of employment of the mates on the dredges "Canterbury" and "Peraki" are fixed by the New Zealand Harbour Boards' Employees Award to which another industrial union is a party, and therefore those workers are excluded by the foregoing membership rule. In these circumstances the Court upholds the objection of the New Zealand Harbour Boards Employees Industrial Union of Workers.

The Nelson Industrial District has been omitted from the coverage of the award, in accordance with the counter proposals of the employers, because the evidence placed before the Court was quite inadequate to enable it to fix a rate of wages for the master of the tug operated by the Nelson Harbour Board.

A. TYNDALL, Judge.

NORTHERN, WELLINGTON, CANTERBURY, AND OTAGO AND SOUTHLAND
HARBOUR BOARDS' DREDGE AND TUG OFFICERS—ORDER EXTENDING SCOPE
TO NELSON INDUSTRIAL DISTRICT AND ADDING PARTY TO AWARD

In the Court of Arbitration of New Zealand, Nelson Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of the Northern, Wellington, Canterbury, and Otago and Southland Harbour Boards' Dredge and Tug Officers' Award, dated the 21st day of December 1961, and recorded in 61 Book of Awards 1914.

UPON reading the application to extend the Northern, Wellington, Canterbury, and Otago and Southland Harbour Boards' Dredge and Tug Officers' Award, dated the 21st day of December 1961, so as to add a party in another industrial district, which application is made by the parties to the said award and was filed herein on the 28th day of February 1962: And upon being satisfied that the party to be added concurs in the application: And upon being satisfied that conditions of employment are such as to make it equitable to do so, the Court, in pursuance and exercise of the powers conferred upon it by sections 158 and 160 of the Industrial Conciliation and Arbitration Act 1954, doth hereby make orders as follow:

1. That the Nelson Harbour Board, Nelson, be and it is hereby added as a party to the said award upon the condition that the minimum rate of wages payable to the master of the tug *Wakatu* for the purposes of clause 3 (a) of the award shall be £18 10s. per week.

2. That the locality to which the said award relates be and it is hereby extended to include the Nelson Industrial District.

Dated this 30th day of March 1962.

[L.S.]

A. TYNDALL, Judge.