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WAIHEKE SHIPPING CO. LTD. 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, and its amendments, this 16th day of May 1962, between the New Zealand Merchant Service Guild Industrial Union of Workers (hereinafter called "the union"), of the one part and the Waiheke Shipping Co. Ltd. (hereinafter called the "employer") of the other part, whereby it is mutually agreed by and between the parties hereto as follows:

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 the 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.

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SCHEDULE

*Application of Agreement*

1. This agreement shall apply to masters in all vessels exclusively employed by the Waiheke Shipping Co. Ltd., in their present trades, and to other parties added by application to the Arbitration Court.

*Wages*

2. The minimum rates of wages for masters shall be £17 per week.

*Hours of Work*

3. (a) For the purpose of computing hours of work, a week shall be deemed to commence and finish midnight Sunday/Monday.

(b) When a vessel leaves Auckland and returns the same day, time shall count for all hours taken on 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. The 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 of work, worked on Saturdays, shall be paid for at half rates in addition to the weekly wage.

(e) Ordinary hours of work; worked on Sundays, shall be paid for at ordinary rates in addition to the weekly wage.

#### *Overtime*

4. (a) Except as provided in subclauses (c), (d), and (e), hereof; time worked in excess of the hours mentioned in clause 3 shall be paid for at the rate of time and a half.

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

(c) Time worked in excess of 12 hours daily, or eight hours daily on Saturday and Sunday, in the Waiheke trade, shall be paid at double time rates.

(d) When engaged in the Great Barrier trade, the first eight hours shall be paid at half rates in addition to the weekly wage and time worked in excess of eight hours shall be paid for at double time rates.

(e) Time worked between the hours of 10 p.m. and 6 a.m. in the Waiheke trade shall be paid for at double time rates.

5. All time worked on statutory holidays shall be paid for at double rates in addition to the weekly wage. If a master is off duty on one of these holidays he shall be paid eight hours at ordinary rates for such day. The holidays referred to in this clause are: Christmas Day, Boxing Day, New Year's Day, Anniversary Day, Good Friday, Easter Monday, Labour Day, Waterfront Picnic Day and the birthday of the reigning Sovereign. Anzac Day shall be observed in accordance with the Anzac Day Observance Act.

#### *Meals*

6. (a) All meals to be supplied by the company except at times of survey.

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

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

#### *Annual Holidays*

7. An annual holiday of four weeks on full pay; exclusive of statutory holidays, shall be given each 12 months, at a time to be mutually agreed upon.

#### *Bedding and Linen*

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

#### *Clothing*

9. (a) Masters on company's passenger vessels shall receive a pair of serge trousers to be provided by the company.

(b) The master of company's cargo vessel m.v. *Esme* shall receive waterproof clothing to be provided by the company.

*Working Cargo*

10. (a) When a master is required to work cargo, or drive a winch, he shall be paid 2s. 3d. per hour in addition to the ruling rate.

(b) When required to load or discharge milk cargo on Saturday, Sunday and statutory holidays (clause 5) shall be paid 7s. 6d. for each occasion, in addition to the ruling rate.

*Work On Days Off*

11. (a) When a master is required to work on rostered days off he shall be paid at double ordinary rates and if required to sail, shall be paid a 6 hrs minimum at appropriate rates.

(b) A master required to work a day off; and not notified of cancellation before 5 p.m. on the previous day, shall receive a four hour minimum at double rates of pay.

*Sick/Accident Compensation*

12. (a) In the case of accident during employment, a master shall be paid in accordance with the Workers Compensation Act.

(b) In the case of sickness occurring while employed by the company in each case, a master shall receive full pay, while unable to work, for the following periods.

Up to one year's service	.....	.....	Nil.
Up 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*

13. One week's notice of termination of employment by either party.

*Overhaul and Survey Work*

14. When employed on a vessel during annual survey or painting, or work of a dirty nature a master shall be paid 5s. per day in addition to weekly rate.

*Preference*

15. The employer shall, in the engagement or subsequent employment of masters, give preference to financial members of the guild.

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

*Terms of Agreement*

16. This agreement shall come into force on 5 December 1961, and shall continue in force until 5 December 1962.

For the New Zealand Merchant Service Guild Industrial Union of Workers—

J. W. DICKINSON, Secretary.  
R. ANDERSEN, Master.

For the Waiheke Shipping Co. Ltd.—

C. E. TENNANT, Director.  
J. C. SMITH, Manager.