

WELLINGTON DOCK LABOURERS—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 11th day of September 1962, between the Wellington Amalgamated Watersiders' Industrial Union of Workers (hereinafter referred to as "the union") of the one part, and—

Union Steam Ship Co. Ltd., Wellington.
Wellington Patent Slip Co., Evans Bay, Wellington.
William Cable and Co., Kaiwharawhara.

(hereinafter referred to as "the employers") of the other part whereby it is mutually agreed by and between the said 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 said parties, 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 of the said terms, conditions, stipulations and provisions, but shall in all respects abide by and perform the same.

SCHEDULE

Clause 1, Classes of Work

The work covered by this agreement shall be:

Overhauling work on vessels, such as chipping, cleaning, scrubbing, painting, and tarring the outside of hulls (other than the top sides of passenger vessels and other than skilled painters' work), cleaning, chipping or painting in all holds, tanks, bunkers, engine-rooms, peaks, bilges, chain-lockers, and in and under boilers or on tank tops; chipping and cleaning oil-fuel tanks; concrete or cement work in and about the vessel or the yard, cement or lime washing in tanks, peaks, bilges, etc., cleaning and scrubbing crews' quarters in preparation for signing on, stowing cables in lockers, filling the tanks for testing, etc., painting funnels, masts or derricks, rigging and such other work as may be required by the employers except where such of the above work may be covered in any other award or industrial agreement.

Clause 2, Hours of Work

The ordinary hours of work shall be eight to be worked between 8 a.m. and 5 p.m. from Monday to Friday (both inclusive). All other time shall be classed as overtime.

Clause 3, Holidays

(a) For all hours worked on Sundays, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Sovereign's birthday, Christmas Day, Boxing Day, Anniversary Day, and the Union's Picnic Day which is to be observed on the same day as the Waterfront Workers' Union Picnic, double time shall be paid.

(b) Members of the Wellington Amalgamated Watersiders' Industrial Union of Workers, who regularly follow the work covered by the provisions of this agreement and who have been employed by any employer party to this agreement during the fortnight ending on the day of which the holiday occurs shall be paid eight hours ordinary pay for such holiday which is observed on any day between

Monday and Friday inclusive, provided that where a worker has been employed by more than one employer during the said fortnight he shall be paid a *pro rata* portion of a day's pay from each of the employers by whom he has been employed. Should a worker on any day during the said fortnight refuse a job offered to him or having accepted a job fail to complete the ordinary hours of work that day he shall forfeit his claim to any payment for the holiday from that particular employer.

Holidays are New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Sovereign's birthday, Labour Day, Christmas Day, Boxing Day and Union's Picnic Day.

(c) In the event of a holiday other than Anzac Day falling on a Saturday or a Sunday such holiday shall be observed on the succeeding Monday and in the event of another holiday falling on such Monday, such other holiday shall be observed on the succeeding Tuesday.

(d) Work shall be performed on any of the holidays named in subclause (b) as may be required by the employers and shall be paid for at double time rates in addition to the payment provided for by sub-clause (b). An individual worker shall not by reason of this clause be compelled to work on any particular holiday but this provision shall not be construed to mean that work shall not proceed on a holiday.

(e) Men who are ordered down or back on a Sunday or holiday and who attend and who commence work shall be paid a minimum of eight hours. Men who are ordered down or back and attend, but who, for any reason, are not required to start work and are released without delay shall be paid for a minimum period of four hours.

Clause 4, Overtime

(a) Overtime shall be worked as required by the employers. For all work done in excess of the hours mentioned in clause 2 hereof payment shall be made at the rate of time and a half for the first three hours and thereafter double time, except that any work performed between the hours of 10 p.m. and 8 a.m. on any day shall be paid for at the rate of double time. Any man who does not wish to work overtime on any day shall notify his intention of not doing so at the time the overtime orders are given. This provision is intended solely to cover individual cases and does not entitle workers to refuse overtime collectively.

(b) Any workers required to commence work after the cessation of public wheeled traffic or before the ordinary time of starting of such traffic and any worker who may work continuously until after the cessation of public wheeled traffic and cease work before the ordinary time of starting of such traffic shall be paid for the time occupied in travelling from or to his home computed on 3 miles per hour at ordinary rates of pay, except that, if a conveyance is provided for the worker by his employer, he shall not be entitled to payment for this travelling time.

For the purpose of this clause "public wheeled traffic" shall mean trams, trains, buses or ferries ordinarily used by workers travelling to and from their work.

Where a worker is required to report for an 8 a.m. start on a Sunday or holiday, he shall be allowed one hour's travelling time at ordinary time rate of pay.

(c) No worker shall be required to work more than four hours continuously without an interval for a meal except in cases of emergency such as delays in docking or undocking vessels. Double time shall be paid for work after the fourth hour and no worker shall be required to work more than the fifth hour unless he agrees to do so.

(d) Subject to the foregoing the ordinary 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.

but these meal times may be reduced to half an hour or an interval given at other than the times stated, by mutual agreement between any employer and his workers. Meal hours shall be worked as required by the employers and work performed therein shall be paid for at double time with a minimum payment of half an hour, but if work in the meal hour is performed for more than half an hour then a full hour shall be paid for.

(e) Any worker having worked all day and night and being required to continue working on into the next day shall be paid double rates for all such time worked after 8 a.m. on the second day.

(f) Any worker having worked all day and having continued to work until after midnight shall be given eight hours off or be paid double time rates for all time worked on the second day. No worker shall be directed to delay commencing work until a later hour in the forenoon than the ordinary starting time for the purpose of evading the provisions of this clause.

(g) Should a worker be called out on a Saturday morning or a Saturday afternoon he shall receive a minimum of four hours employment or payment equivalent thereto and should he be called out on a Saturday morning and his work continue beyond the dinner interval he shall receive a minimum of eight hours employment or payment equivalent thereto.

(h) A worker ordered from his home at night shall be guaranteed a minimum of four hours at the appropriate rate.

(i) Overtime orders shall be given as early as practicable but in any case not later than 2.30 p.m. except that orders may be given later than this to meet exceptional circumstances.

(j) Meal Money: The employers shall allow meal money at the rate of 5s. per meal when workers are called upon to work overtime after 6 p.m. Monday to Friday inclusive and also after 1 p.m. on Saturdays, or Sundays or holidays. Where a worker is required to obtain a meal on a Saturday, Sunday or a holiday, the employer shall pay an additional 6d. per meal surcharge.

(k) Supper-time and crib-time when working overtime shall be paid for.

Clause 5, Wages

(a) The rate of wages to be paid to workers covered by this agreement shall be 7s. per hour ordinary time.

(b) Workers employed on ship repair work on board ships shall be paid an additional 3d. per hour ordinary or overtime as the case may be, provided that should there be in any week a stoppage of work or failure to comply with the terms of this agreement, the worker or workers concerned upon the decision of the employer shall not be entitled to receive the 3d. per hour for hours worked for the employer in that particular pay week. Should the union consider that the employer has withheld this payment without proper cause, the matter shall be settled in accordance with clause 16 hereof.

(c) All wages shall be paid weekly and on Thursday in the employer's time. in the event of a holiday falling on the Thursday, wages shall be paid on Wednesday. In establishments where wages are paid to tradesmen on a day other than Thursday the custom of the establishment is to be observed. When a worker is

discharged from employment he shall be paid wages due to him as soon as practicable but not later than within 24 hours from time of dismissal, Saturdays, Sundays and holidays excluded.

(d) Each worker shall be entitled to a statement showing how his wages have been made up.

Clause 6, Travelling Time

(a) Workers engaged by the Wellington Patent Slip Co. shall receive a travelling allowance of 1s. for every day or part of a day upon which they are employed by the company, irrespective of the exact location at which the work is performed. The allowance, however, shall not be payable when the work is performed at Miramar and the Jubilee Dock.

(b) Workers who are required to work at Miramar, Wellington, shall be paid 1s. 6d. each way to cover travelling and fares, or in lieu thereof the employer may provide free conveyance.

(c) Workers who are required to work at the Jubilee Dock or the repair wharf adjacent thereto or at the coal or wheat berths shall be paid 1s. 6d. each way to cover travelling time and fares or in lieu thereof the employer may provide free conveyance.

Clause 7, Dirty Work and Special Rates

The following amounts additional to ordinary time rate or overtime rate shall be paid for dirty work or special work performed and specified as hereunder:

(a) While employed cleaning or working in tanks (except oil fuel tanks) coal bunkers, peaks, bilges, chain-lockers, in and under boilers and while employed using air-hammers or electric chippers under boilers, tank tops or on ships' sides 3½d. per hour with a minimum payment of 2s. 4d. in any one day.

(b) While using Res-q-steel in open spaces, 5½d. per hour with a minimum payment of 3s. 6d. in any one day.

(c) While using Res-q-steel in side pockets, tanks or confined spaces 1s. 3d. per hour.

(d) While employed chipping and scaling inside boilers or cleaning tubes and back-ends of water tube boilers, half ordinary time extra.

(e) While employed cleaning tubes and back-ends of Scotch boilers half ordinary time extra.

(f) While employed using a spray gun while spraying on ships 1s. 2d. per hour except that when such work is performed in holds the additional payment shall be 1s. 9d. per hour, when in tanks or confined spaces the additional payment shall be 2s. 10½d. per hour, or when under the hull from bilge keel to bilge keel the additional payment shall be half ordinary time extra. The worker in charge of the paint container attached to the spraying equipment shall receive 7d. per hour while performing such duty.

(g) While employed in cleaning oil fuel tanks half ordinary time extra.

(h) While employed in cleaning up oil fuel in bilges or tank tops 1s. 3d. per hour.

(i) While employed cleaning out crank-pits in engine-rooms on ships 2s. per hour.

(j) While employed cleaning out scavengers in engine-rooms on ships 2s. 10½d. per hour.

(k) While employed putting tar on ships by hand 6d. per hour, except that when such work is performed with a spray gun the additional payment shall be 1s. 9d. per hour.

(l) While employed in handling coal in bunkers 10d. per hour.

(m) While employed in rigging work including the splicing of rope and wire rope 6d. per hour.

(n) While employed breaking out concrete or other substances with a pneumatic drill 7d. per hour, except that when such work is done in confined spaces where the men are unable to stand upright or where the air is impregnated with dust the additional payment shall be 1s. 9d. per hour.

(o) While engaged in feeding concrete mixers or handling, mixing, or spreading wet concrete 1½d. per hour.

(p) While employed using galvex or apexior compounds or zinc chromate or silver primerco, or bitumastic paints or bituguarde or inertol in tanks, peaks, or boilers, ordinary time extra.

(q) While working in double bottom tanks 9d. per hour.

(r) Any worker working from a swinging stage or bosun's chair on a funnel, mast, derrick or rigging, 20 ft or more above a deck or open hatch shall be paid 2s. 10½d. for the day or part of the day whilst so employed.

(s) The rates prescribed by this clause for the jobs specified are to cover all inconveniences or discomfort associated with the work and are not subject to variation during the currency of the agreement. Jobs which may be exceptionally dirty or obnoxious and which are not specified in this clause shall be considered on their merits if they arise and such additional rate shall be paid as may be agreed upon between the employer and worker concerned. In default of such agreement the matter shall be decided in accordance with clause 16 hereof.

(t) While employed using sand blasting equipment on ships' sides or on steel decks, 1s. per hour extra. Where such work is performed on the flat bottom of a ship an additional 1s. per hour shall be paid. Workers employed under the provisions of this sub-clause shall receive a minimum payment of four hours at the rates prescribed herein in any one day. Protective clothing shall be provided by the employers.

(u) Where workers are required to apply paint by rollers with handles over 6 ft in length, an additional rate of 4d. per hour shall be paid.

(v) The foregoing rates are not cumulative and where a worker is employed on two or more of the classes of work specified within the foregoing sub-clauses he shall be paid the highest of the rates applicable. The rates are payable only to men actually doing the work specified and except where a minimum is provided for, only during the actual time they are doing the work.

(w) Unless the employer otherwise requires leading hands shall only be necessary for the control of four or more men on a job. Such leading hands shall be paid not less than 6d. per hour above the wage rates herein prescribed.

Clause 8, Safety Clause

When a vessel is on the dock or slip the employer shall take all precautions that are practicable to prevent the discharge of any water or matter from the ship while labour is being employed for cleaning or painting the hull and shall see that all lavatories, etc. on the ship are locked to prevent their use. The employer shall engage a member of the union to act as patrolman to assist in carrying out these precautions while cleaning or painting of the hull is in progress. Facilities shall be provided for rendering first aid in the case of accident to workers.

Clause 9, Engagement of Labour

(a) Labour shall be engaged each morning between 7.45 a.m. and 9 a.m.

(b) Labour should be engaged by employer or agent in person, i.e. labour foreman.

Clause 10, Timekeeping

All workers under this agreement shall, if and when required by the employer, sign on and off at the employers' time office and also assist in making out their time sheets.

Clause 11, Provision for Cleaning When Employed on Dirty Work

(a) Men employed on dirty work such as cleaning bunkers, tanks, boilers and stokehold work, and other work of similar nature, shall be allowed reasonable time before commencing work to effect a change of clothing and reasonable time to wash and change when knocking off. No man shall knock off without the permission of the foreman.

(b) Where possible the employer shall arrange a suitable washing and changing place.

Clause 12, Rest Periods

A morning and afternoon break of 10 minutes shall be allowed without deduction of pay.

Clause 13, Minimum Periods

On the day of commencement of a job, the minimum payment for a start before midday shall be six hours' pay; if after midday the minimum payment shall be four hours.

If for any reason due to weather or any other cause for which the employee is not responsible, work is suspended before midday and he is ordered back for 8 a.m. next day, a minimum of four hours shall be paid, and if after midday a minimum of six hours shall be paid.

On completion of a job, if he finishes before midday a minimum of four hours shall be paid and, if after midday, then the minimum payment shall be for six hours.

When men are ordered back after 6 p.m. to perform work covered by this agreement a minimum of three hours shall be paid.

All minimum periods are to be paid for at the rate being paid for the particular job being worked.

Clause 14, Stopwork Meetings

Men employed under the terms of this agreement shall not absent themselves from work for the purpose of attending any stopwork meeting unless their attendance has been previously authorised by the local Disputes Committee or the employers at the port concerned.

Clause 15, Preference

(a) Except as otherwise herein provided members of the Wellington Amalgamated Watersiders' Industrial Union of Workers shall have preference on all work covered by this agreement and it shall not be lawful for any employer to employ in the industry any person who is not for the time being a member of the union provided there are members of the union available for the particular work required to be done and ready and willing to undertake it, provided that the executive of the union, when admitting members to the union, shall admit persons of good character and sober habits and shall also take into consideration general suitability for ships' repair, slip and dock work, physical fitness and previous experience.

(b) When members of the union and non-members are employed together there shall be no distinction between them and both shall work together in harmony and under the same conditions and shall receive equal pay for equal work.

(c) Notwithstanding the provisions of sub-clauses (a) and (b) hereof, nothing herein contained shall operate to prevent the employment to the extent that has been customary in the past of bona fide members of a ship's crew, whether on or off articles (or tradesmen's assistants not necessarily members of the Wellington Amalgamated Watersiders' Industrial Union of Workers).

(d) When a tradesman is working on a job his assistant may be employed at any work connected with that particular job in way of repairs, notwithstanding that such work is covered by this agreement.

(e) Where members of the union have been employed by harbour boards at work coming within the scope of this agreement they shall continue to receive preference for such work, but otherwise nothing herein contained shall apply to the permanent employees of harbour boards carrying out work which it has been customary for them to perform in the past.

Clause 16, Disputes Committee

The essence of this agreement being that the work of the employers shall always proceed as if no dispute has arisen, it is provided that if any dispute or difference shall arise between parties bound by this agreement or any of them as to any matter whatever arising out of or connected therewith, every such dispute or difference as shall arise, shall be settled between the particular employer concerned and the secretary and/or president of the union and in default of any agreement being arrived at, then such disputes shall be referred to a committee composed of two representatives of the union and two representatives of the employer, with an independent chairman for decision. If the chairman cannot be mutually agreed upon, the Conciliation Commissioner shall be called upon to appoint a chairman. The decision of the 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 it necessary or desirable.

Clause 17, Increase in Rates of Remuneration

Rates of remuneration determined by this award shall be subject to the general order of the Court of Arbitration dated 4 July 1962.

Clause 18, Term of Agreement

This industrial agreement shall come into force on the first day of the working week in each establishment commencing on or after the 1st day of September 1962, and shall continue in force until the 28th day of February 1964.

In witness whereof the parties hereto have executed these presents the day and year first before written—

Union Steam Ship Co. Ltd.:

K. BELFORD.

Witness to the above signature—A MacLeod.

William Cable Ltd.:

D. BUDGE.

Witness to the above signature—R. W. Sneddon.

Wellington Patent Slip Co.:

R. W. LEENEY.

Witness to the above signature—J. A. Stick.

For Wellington Amalgamated Watersiders' Industrial Union of Workers—

W. L. GARBUTT, President.
A. WATHEY, Secretary.

Witness to the above signature—E. G. Thompson.