

—  
AUCKLAND LAUNCH AND TOWBOAT CO. LTD., MARINE ENGINE-DRIVERS'—  
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, this 10th day of December 1963, between the New Zealand Engine Drivers, River Engineers, Marine Engine-drivers, Greasers, Firemen and Assistants' Industrial Union of Workers (hereinafter referred to as "the union"), of the one part, and the Auckland Launch and Towboat Co. Ltd. (hereinafter referred to as "the employer"), 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

*Hours of Work*

1. The ordinary hours of work shall not exceed 40 hours in any week or eight hours in any day, Monday to Friday, both days inclusive, between the hours of 8 a.m. and 5 p.m.

*Wages*

2. The minimum wages shall be £14 17s. 6d. per week.

*Overtime*

3. (a) Time worked outside of or in excess of the hours prescribed in clause 1 hereof shall be overtime and 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.

(b) Overtime shall be calculated on the ordinary rate of wages, namely £14 17s. 6d., per week.

(c) Any worker having worked all day and having continued to work continuously 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 time for all time worked on the second day.

#### *Saturdays/Sundays/Holidays*

4. (a) Time worked on Saturday between the hours of midnight and 6 a.m. shall be paid for at the rate of double time, between 6 a.m. and noon at the rate of time and a half, and after 12 noon at the rate of double time.

(b) Time worked on Sunday shall be paid for at the rate of double time.

(c) Except as provided in subclause (d) of this clause time worked on New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, Christmas Day, and Boxing Day, shall be paid for at the rate of double time in addition to the weekly wage.

(d) Time worked on any of the holidays specified in subclause (c) of this clause by any worker on the Motuihe or Rangitoto passenger services shall be paid for at the rate of ordinary time in addition to the weekly wage.

#### *Call Backs*

5. (a) A worker being called back to work after having completed his days work on an ordinary working day - Monday to Friday - shall be paid a minimum of three hours' pay at the appropriate rate.

(b) A worker required to report for work on a Saturday or a Sunday, shall be paid a minimum of three hours' pay at the appropriate rate, and if required to report for work on a holiday he shall be paid a minimum of four hours pay at the appropriate rate.

#### *Meal Money*

6. (a) Any worker who is required to continue to work overtime after 5 p.m. on any week day and continues to work until after 6 p.m. shall be paid meal money of 5s. 0d. in addition to overtime at the appropriate rate.

(b) Where a worker after having completed his days work is called back to work overtime after 6 p.m. on any day Monday to Friday inclusive and commences work before 7 p.m. he shall be paid meal money of 5s.

#### *Annual Holidays*

7. Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944.

#### *Tools*

8. The tools considered necessary to carry out running repairs shall be provided on each vessel.

Tools shall be signed for by the launch driver, who shall be responsible for their replacement, fair wear and tear excepted.

#### *Oilskins and Overalls*

9. Each launch driver shall be paid an allowance of 1s. 6d. per week to provide for suitable oilskins.

Each launch driver shall be provided with one pair of engineers' overalls every two years.

#### *Deductions from Wages*

10. A rateable deduction may be made from the weekly wages for time lost by the worker through sickness, accident or default.

### *Unqualified Preference*

11. (a) Any adult person engaged or employed in any position or employment subject to this agreement by any employer bound by this agreement shall, if he is not already a member of a union of workers bound by this agreement, become a member of such union within 14 days after his engagement or after this clause comes into force as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this agreement so long as he continues in any position or employment subject to this agreement.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this agreement.

(d) Every employer bound by this agreement commits a breach of this agreement if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this agreement.

### *Matters Not Provided For*

12. The essence of this agreement 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 provided that if any dispute or difference shall arise between the parties bound by this agreement, or any of them, as to any matter whatsoever arising out of or connected therewith and not specifically dealt with in this agreement, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon, or, in default of agreement, to be appointed by the Conciliation Commissioner for the district.

If the committee is unable to decide the question then the chairman shall give a decision or refer the matter to the Court.

Either side shall have the right to appeal to the Court against a decision of any such committee or chairman, upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

### *Term of Agreement*

13. This agreement shall be deemed to have come into force on the 29th day of October 1963, and this agreement shall continue in force until the 29th day of March 1965.

Signed on behalf of the Auckland Launch and Towboat Co. Ltd.

H. J. V. GEORGE, Managing Director.

Witness—M. George, Secretary.

Signed on behalf of the New Zealand Engine Drivers, River Engineers, Marine Engine Drivers, Greasers, Firemen and Assistants' Industrial Union of Workers:

N. FINCH.

Witness—John J. Mitchell.