

NEW ZEALAND HARBOUR BOARDS' TUG AND DREDGE ENGINEERS'—AGREEMENT UNDER THE LABOUR DISPUTES INVESTIGATION ACT 1913

THIS industrial agreement made in pursuance of the Labour Disputes Investigation Act 1913, this 24th day of April 1963 between the New Zealand Institute of Marine and Power Engineers (Inc.) (hereinafter referred to as "the institute") of the one part and the New Zealand Harbour Boards' Industrial Union of Employers, (hereinafter referred to as "the employers") of the other part, whereby it is mutually agreed by and between the parties hereto as follows:

1. That the terms and 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

Industry to Which Agreement Relates

1. This agreement shall apply to the engineers employed in tugs and dredges by the following harbour boards:

Auckland Harbour Board
Lyttelton Harbour Board
Otago Harbour Board
Wanganui Harbour Board
Napier Harbour Board
Southland Harbour Board

Taranaki Harbour Board
Wellington Harbour Board
Greymouth Harbour Board
Nelson Harbour Board
Timaru Harbour Board
Tauranga Harbour Board

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 institute and the employer and provided that a variation between subclauses (i) and (ii) hereof may be required by the employer 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 institute and the employer.

Shift Work—Notwithstanding anything contained in the foregoing paragraph shifts may be worked as required by the employer. 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 5s. per shift shall be paid while employed on afternoon or night shifts. Any shift starting or finishing outside the hours of 6 a.m. and 6 p.m. shall be deemed to be an afternoon or night shift.

Rates of Pay

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

	New Rates 1963—Per Week		
	£	s.	d.
<i>Auckland Harbour Board—</i>			
Chief engineer, tug <i>Aucklander</i>	20	11	8
Second engineer, tug <i>Aucklander</i>	18	10	6
Third engineer, tug <i>Aucklander</i>	17	19	6
Chief engineer, tug <i>William C. Daldy</i>	20	11	8
Second engineer, tug <i>William C. Daldy</i>	18	10	6
Third engineer, tug <i>William C. Daldy</i>	17	19	6
Chief engineer, tug <i>Te Awhina</i>	19	16	11
Second engineer, tug <i>Te Awhina</i>	18	10	6
Chief engineer, dredge <i>Hapai</i>	20	13	7
Second engineer, dredge <i>Hapai</i>	18	9	5
Third engineer, dredge <i>Hapai</i>	17	14	9
Chief engineer, dredge <i>Paritutu</i>	20	7	7
Second engineer, dredge <i>Paritutu</i>	18	9	7
Third engineer, dredge <i>Paritutu</i>	17	14	9
Suction dredge engineer	19	16	11
<i>Greymouth Harbour Board—</i>			
Chief engineer, dredge and tug (dual position)	20	7	7
Second engineer, dredge and tug (dual position)	18	9	7
<i>Lyttelton Harbour Board—</i>			
Chief engineer, tugs	20	7	6
Second engineer, tugs	18	18	8
Engineer, dredge <i>Te Whaka</i>	20	7	6
Chief engineer, dredge <i>Canterbury</i>	20	13	6
Second engineer, dredge <i>Canterbury</i>	19	5	8
Third engineer, dredge <i>Canterbury</i>	18	18	8
Chief engineer, dredge <i>Peraki</i>	20	13	7
Second engineer, dredge <i>Peraki</i>	19	5	8
Third engineer, dredge <i>Peraki</i>	18	18	8
Fourth engineer, dredge <i>Peraki</i>	18	18	8
Relieving engineers	18	18	8
Relieving engineers while engaged as chief engineer craneship <i>Rapaki</i>	20	7	6
<i>Napier Harbour Board—</i>			
Chief engineer, dredge <i>Whakarire</i>	20	7	7
Second engineer, dredge <i>Whakarire</i>	18	9	7
<i>Nelson Harbour Board—</i>			
Engineer, grab dredge <i>Tasman Bay</i>	19	5	7
Engineer, tug <i>Wakatu</i>	18	10	6
<i>Otago Harbour Board—</i>			
Chief engineer, dredge <i>Otakou</i>	19	18	5
Second engineer, dredge <i>Otakou</i>	18	15	3
Chief engineer, tug <i>Otago</i>	21	16	5
Second engineer, tug <i>Otago</i>	19	14	5

		New Rates 1963—Per Week		
		£	s.	d.
<i>Southland Harbour Board—</i>				
Chief engineer, tug <i>Awarua</i>	.....	20	10	10
Second engineer, tug <i>Awarua</i>	.....	19	14	5
*Chief engineer, dredge <i>Murihuku</i>	.....	20	1	9
Second engineer, dredge <i>Murihuku</i>	.....	18	9	7
*Chief engineer is also dredging superintendent.				
<i>Taranaki Harbour Board—</i>				
Chief engineer, dredge <i>Ngamotu</i>	.....	20	7	7
Second engineer, dredge <i>Ngamotu</i>	.....	18	9	7
Third engineer, dredge <i>Ngamotu</i>	.....	17	14	9
<i>Tauranga Harbour Board—</i>				
Tug engineer	.....	19	16	11
<i>Timaru Harbour Board—</i>				
Chief engineer, dredge No. 350	.....	20	1	8
Second engineer, dredge No. 350	.....	18	9	7
Chief engineer, dredge <i>W. H. Orbell</i>	.....	20	7	7
Second engineer, dredge <i>W. H. Orbell</i>	.....	18	9	7
<i>Wanganui Harbour Board—</i>				
Engineer, grab dredge <i>Wanganui</i>	.....	19	4	7
<i>Wellington Harbour Board—</i>				
Engineer, grab dredge <i>Kerimoana</i>	.....	19	4	7

(b) Any worker covered by this agreement at present in receipt of a higher wage than provided for herein shall not have the wage reduced whilst in his present employment.

(c) Any worker relieving in a higher grade than his own classification shall whilst so employed in the higher grade be paid the wage applicable to the higher grade. Provided that when the worker is relieving in a lower grade his wage shall not be reduced.

Overtime

4. (a) All time worked outside of or in excess of the ordinary hours specified in clause 2 hereof, or outside the ordinary shift hours (when a 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) The duty engineer shall be allowed a minimum of 30 minutes warming-up time prior to starting time, this time to be paid for as at the overtime rate.

(d) 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.

(e) 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.

(f) 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 meal money of 6s. 2d.

(g) *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 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 11 a.m.	.....	.....	Time and a half.
11 a.m. to 12 noon	.....	.....	Double ordinary time.
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 sum 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 sub-clause (b) hereof shall be paid for at double the 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 employer 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 agreement 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 engineers 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 annual holiday, 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 21 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 extended 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 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 or Sunday or part thereof, or shall be paid the equivalent of eight hours pay at the appropriate rate or rates prescribed in clauses 5 and 6 (a) 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 workers shall be paid a plusage of £1 3s. 7d. per day in addition to the wages prescribed in clause 3 hereof while a vessel is at sea. Such voyages shall not be classified as special duty under subclause (a) hereof.

Dirt Money and Heat Money

9. (a) Where a worker is employed on work which is inside the casing of diesel engines, or is himself cleaning pistons, cylinder heads and liners of diesel engines, or working inside boilers, he shall be paid 1s. 3d. per hour extra the minimum payment to be for one hour. When employed on overhaul work on board dredges, tugs or any other vessel, workers shall be paid 2s. 8d. per day extra as dirt money.

The foregoing rates are not cumulative and where a worker qualifies for both rates, the higher only shall be payable.

Any time worked in excess of eight hours shall entitle the worker to an additional payment in proportion to the ratio of the amount of overtime worked to eight hours.

(b) Any worker required to work in any compartment or confined space where the temperature exceeds 110 degrees Fahrenheit including boiler furnaces and/or combustion chambers shall be paid in addition to the rate of wages prescribed herein an additional rate of half ordinary time extra for each hour or part thereof he is so employed.

Not More Than Five Hours to be Worked Without a Break

10. Workers shall not be called upon to work more than five consecutive hours without having a break of at least 30 minutes for a meal.

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

11. (a) When dredges or 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 and blankets. 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. 3d. per man per day. The employer shall supply a mattress, pillows, blankets, sheets and pillowcases for each member of the crew.

Clothing

12. (a) Where a worker is required to wear a uniform such uniform shall be supplied by the employer free of charge.

(b) Where it is necessary for a worker to wear overalls to protect his clothing from dirt and greasy substances, he shall be paid 1d. per hour extra as overall allowance while so employed.

(c) Oilskins and gumboots to be provided to engineers holding the combined duties of chief engineer and dredging superintendent.

Torches

13. A torch and refills shall be supplied to workers who are required to perform night work.

Transport

14. (a) When required to start or finish work at times outside the workers' 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

15. 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.

Preference

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

(b) Subject to sub-clause (a) hereof, every adult person so engaged or employed shall remain a member of the institute so long as he continues in any position or employment subject to this agreement.

(c) Every worker obliged under sub-clause (a) hereof to become a member of the institute who fails to become a member, as required by that sub-clause after being requested to do so by any officer or authorised representative of the institute, and every worker who fails to remain a member of the institute in accordance with sub-clause (b) hereof commits a breach of this agreement and shall be liable accordingly pursuant to the Labour Disputes Investigation Act 1913.

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

(e) The institute and the employer may by agreement exempt any worker from this clause provided that in the event of a disagreement the matter be dealt with under clause 17.

Interpretation

17. The essence of this agreement being that the work of the employer 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 the agreement, or if any dispute or difference shall arise between the parties, or any of them, in connection with any matter relevant to but not dealt with in this agreement, every such dispute or difference (if not settled by mutual agreement between the particular employer and worker concerned) shall be referred to a committee composed of three representatives of the employers and three representatives of the workers for settlement.

If no settlement is arrived at, the dispute shall be referred to the arbitration of an umpire to be mutually agreed upon by the said representatives, and the decision of the umpire shall be final.

Term of Agreement

18. This agreement shall be deemed to have come into force on the 1st day of April 1963, and shall continue in force until the 30th day of September 1964.

Signed on behalf of the New Zealand Institute of Marine and Power Engineers (Incorporated):

M. H. MURRAY, President.
W. A. SCOTT, Secretary.

Signed on behalf of the New Zealand Harbour Boards Industrial Union of Employers:

H. E. BLYDE, President.
R. E. DAWSON, Secretary.

[NOTE—This agreement, made under the Labour Disputes Investigation Act 1913, was filed with the Clerk of Awards at Wellington pursuant to section 8 (1) of the said Act, on the 6th day of June 1963.]
