

TIDEWATER PORT JACKSON MARINE PROPRIETARY LIMITED
AGREEMENT UNDER THE LABOUR DISPUTES INVESTIGATION ACT, 1913.

This Agreement, made in pursuance of the Labour Disputes Investigation Act, 1913, this 29th day of January, 1970, between the New Zealand Merchant Service Guild, the N.Z. Institute of Marine & Power Engineers (Inc.), Wellington Branch, (hereinafter called the employees) of the one part, and the Tidewater Port Jackson Marine Pty. Ltd., New Plymouth, (hereinafter called the employers) of the other part, witnesseth that it is hereby mutually agreed by and between the said parties that the following rates of salaries and conditions of employment shall apply to employees of the vessels "Mintide" and "Canadian Tide" whilst operating, coastwise in New Zealand waters:-

SCHEDULE

HOURS OF WORK

1. (a) The normal hours of duty shall be 12 hrs. per day, worked, in normal circumstances 6 hrs. on duty and 6 hrs. off duty, except when mutually agreed upon by the employers and the employees.
- (b) The above hours may be worked on week-days, Saturdays, Sundays, and Statutory holidays as required by the exigencies of the service.

LEAVE

2. (a) Employees shall work two weeks on end and have the ensuing week free from duty, except as provided in sub-clause (b) hereof.
- (b) To meet emergencies and/or the peculiar exigencies of the service, the employers may require employees to work on one or more days of the third week, and in such case employees shall be compensated by one day's pay for each such day of the third week worked at the rate of 1/28 of one month's salary, such sum to be in addition to the monthly salary.
- (c) In addition to leave prescribed in sub-clause (a) of this Clause each employee shall be granted one week's leave every six months on full pay, to be taken where possible in conjunction with the week's leave as prescribed in sub-clause (a) of this Clause, at times mutually agreed upon according to the exigencies of the work.

SALARIES

3. The following all-inclusive salaries shall be paid per lunar (four-weeks) month and shall be inclusive of the hours of duty and the days of duty set out in Clause 1 :-

Masters	\$650	Chief Engineer	\$650
Relg. Master	\$590	Relg. Ch. Engr.	\$590
Mate	\$530	2nd Engineer	\$530

OVERTIME

4. Each employee shall receive \$50 per lunar month "Blanket" overtime allowance. Additional overtime payments will be made only for work in excess of 12 hrs. per day, at the rate of \$4 for the first two hrs. and \$5 thereafter, during rig mooring shifts or in emergencies, and will come into effect only after the first forty-eight hours in such cases.

HOME PORT AND TRANSPORTATION

5. (a) The vessels' homeport shall be New Plymouth.
- (b) Transportation and travel expenses shall be provided by the employer for new employees joining a vessel.

- (c) Thereafter, whilst changing crews at a vessel's homeport, no transportation shall be payable except when employees are called back from their regular leave or given leave after working during their regular leave period. In such cases transportation expenses and travel time shall be paid by the employer.
- (d) When employees are given leave, or return from leave at a port other than the vessel's homeport, employees shall be reimbursed for transportation expenses to and from their normal place of residence.

VICTUALLING AND ACCOMMODATION

6. (a) Employers shall make the necessary arrangements for employees' accommodation to be kept in a clean and sanitary condition.
- (b) Employees, whilst on duty, shall be entitled to meals and proper accommodation up to the ordinary standard, or else shall receive allowances as follows:—

For victualling and accommodation	\$10 per day
For accommodation only	\$5 per day
For victualling only	\$5 per day

- (c) In cases where the allowances prescribed in sub-clause (b) above prove insufficient the difference shall be made up by the employers, and this provision shall also apply to an employee who, whilst working at his homeport, necessarily has to live in an hotel.

SHIPS STRANDED OR WRECKED

7. In the event of an employee losing his clothes and effects through the wreck or loss of the vessel, or damage to quarters by fire, flooding, or collision, the employers shall reimburse him for the loss, but the amount of such reimbursement shall not exceed \$1000. In addition, the employee shall be reimbursed for any loss through such causes up to \$250 for instruments, textbooks, etc.

DISCHARGE

8. (a) Notwithstanding anything contained in articles of agreement signed by the employees, an employee's service shall be terminable only by 14 days' notice in writing on either side, but in the case of the discharge of an employee the employer shall have the option of paying fourteen days' salary without victualling and accommodation allowances in lieu thereof. Where the employer is determining the employment, leave accrued under Clause 2 hereof shall not be considered as part of notice of termination of employment.
- (b) Except in the case of dismissal of an employee through misconduct, or when his notice expires in other than his homeport, he shall be allowed a free passage and remain on pay until arrival at his homeport.
- (c) This Clause shall not apply in the case of dismissal for misconduct.

DISPUTES AND INTERPRETATION

9. (a) The essence of this Agreement being that the work of the employers shall always proceed as if no dispute had arisen, it is hereby provided that if any dispute or difference shall arise between the parties to this Agreement as to any matter whatsoever arising out of or connected therewith, every such dispute or difference as the same shall arise, if not settled by mutual arrangement between the individual employee and the employers, shall be referred for settlement to a committee consisting of two representatives from each party, who may, in the event of their disagreement, appoint an arbitrator. The finding of such committee or arbitrator shall be final and binding on the parties hereto.
- (b) Notwithstanding any other provision of this Agreement, the parties hereto agree

that any dispute affecting employees on any vessel other than those named herein shall in no way affect employees bound by this Agreement and shall not give rise to any dispute, stoppage, or other delay to the normal operation of the vessels named herein.

PREFERENCE

10. Preference of employment shall at all times be given to members of the N.Z. Merchant Service Guild and the N.Z. Institute of Marine & Power Engineers (Inc.) so far as employees referred to in Clause 3 are concerned.

TERMS OF AGREEMENT

11. This Agreement, insofar as salaries as prescribed in Clause 3 are concerned shall be deemed to have come into force as from the 24th day of November, 1969, and all other conditions as from the first day of February, 1970, and it shall endure until the thirtieth day of August 1971 or until the ships enumerated herein are withdrawn from service coastwise in New Zealand, whichever date is the sooner.

In witness whereof the parties hereto have hereunder set their hands the day and year first before written.

For the New Zealand Institute of
Marine & Power Engrs.(Inc.))
(Wellington Branch))
Witness to the above signature:

D.J. MUNRO

M.L. TEAGUE

For the New Zealand Merchant)
Service Guild)
)
Witness to the above Signature)

J.W. DICKINSON

M.E. KEMPSON

For the Tidewater Port Jackson Pty. Ltd.)

FRANKIE GRAHAM

Witness to the above signature)

G. STEVENSON

(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 12th day of February 1970.)