

UNION STEAM SHIP COMPANY OF NEW ZEALAND LIMITED
TUG BOAT WORKERS'-INDUSTRIAL AGREEMENT

This Industrial Agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1954, this 9th day of October 1970 between the New Zealand Seamen's Industrial Union of Workers (hereinafter called "the Union") of the one part and the Union Steam Ship Company of New Zealand Limited, Wellington (hereinafter called "the Employer") of the other part, whereby it is mutually agreed by and between the parties hereto as follows, that is to say:-

SCHEDULE

INDUSTRY TO WHICH AGREEMENT APPLIES

1. This Agreement shall apply to the deck hands and firemen employed by the Union Steam Ship Company of New Zealand Limited on tug boats at Wellington.

WAGES

2. (a) The following shall be the minimum rates of wages:-

	From 3.8.70 Per Week	From 10.9.70 Per Week
Leading Deck Hand (when appointed as such)	\$42.00	\$51.00
Deck Hand	41.80	50.80
Firemen and/or Oilburner	42.20	51.20

(b) For deck hands holding an A.B.'s certificate and firemen or oilburners holding a boiler attendants certificate an additional sum of 50 cents per week will be payable and after twelve months continuous service in tugs a further additional 50 cents per week will be payable to those holding these qualifications. Neither amount will however be taken into account in calculating overtime rates.

HOURS OF WORK

3. The ordinary hours of labour when employed in the harbour of Wellington shall not be more than eight in a day to be worked between 8 a.m. and 5 p.m. Monday to Friday inclusive.

OVERTIME

4. (a) Except as otherwise herein provided all work done outside or in excess of the daily hours prescribed in Clause 3 hereof shall be paid for at the rate of time and a half.

(b) Time worked between 9 p.m. and 7 a.m. on any day, after 11 a.m. on Saturday, or after 1 p.m. on Christmas Eve or New Year's Eve, shall be paid for at double time.

(c) Any worker ordered out to work between 6 p.m. and 9 p.m. shall receive a minimum of three hours' employment or payment equivalent thereto; if ordered out between 9 p.m. and 5 a.m. he shall receive a minimum of four hours' employment or payment equivalent thereto provided that if ordered out after 9 p.m. and work continues beyond midnight the minimum will become six hours; if ordered out between 5 a.m. and 7 a.m. he shall receive a minimum of three hours' employment or payment equivalent thereto with the proviso that in cases where the tug actually leaves the wharf before 7 a.m., the men will receive three hours' overtime payment up to 8 a.m. Any worker ordered out on a Saturday, Sunday or holiday shall receive a minimum of four hours' employment or payment equivalent thereto, provided that should the worker be employed both before noon and after 1 p.m., a minimum of eight hours' employment or payment equivalent thereto shall be paid.

Provided further that should a worker be called out after 5 p.m. on a Saturday, Sunday or holiday, he shall receive a minimum of four hours or payment equivalent thereto but this does not apply in a case where a worker called out before 5 p.m. carries on work beyond 5 p.m. except that if work continues beyond 7 p.m. he shall be paid till 10 p.m. Payment of the minimum periods prescribed by this clause shall not operate to prevent the Employer's right to undertake more than one job during the prescribed minimum

periods without additional payment.

(d) Workers ordered back to continue work at 6 p.m. Monday to Friday or at 1 p.m. on Saturday shall be paid 70 cents meal allowance. Where a worker is required to work through the tea hour and continues beyond 6.30 p.m. Monday to Friday he shall be paid until 9 p.m. Where work continues beyond 11 p.m. on any night an allowance of 70 cents shall also be made for supper, unless supper is provided. The meal allowance on Saturdays, Sundays or holidays shall be subject to a surcharge of 5 cents per meal. The foregoing meal allowance shall also be paid to a worker finishing at 5 p.m. who is ordered to report back for another job before midnight.

(e) Where work continues beyond 2 a.m. a worker shall be given an eight hour break before being required to report for duty and where an eight hour break has not been given any time worked the following day between 8 a.m. and 5 p.m. Monday to Friday shall be paid double time (one hour additional to ordinary time).

TRAVELLING TIME

5. (a) When seamen are required to proceed to their work on a tug lying at a berth over one and a half miles distant from the usual berth at which the men commence their duties they shall be compensated for travelling by payment of 40 cents per day.

(b) When a seaman is required to commence or finish work at times outside his ordinary hours of work and when his usual means of transport is not available, he shall be conveyed to and from his home at the Employer's expense. Where a worker uses his own car on such occasions he shall be allowed 65 cents each way.

MEAL HOURS

6. (a) The recognised 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.

(b) Workers shall, if required, work during meal hours and except for the breakfast hour Monday to Friday shall be paid double time for the portion thereof worked with a minimum payment of half an hour, but if the half hour is exceeded then a full hour shall be paid for. In the case of the breakfast hour Monday to Friday time and a half shall be payable except where work has started for the day at 5 a.m. or earlier in which case it shall be at double time. Provided that where the tug is required to leave the wharf during a meal hour the minimum shall be one hour.

Where a worker is not given a break of at least half an hour for a meal immediately prior to or following the working of the recognised dinner hour, he shall receive payment of an additional hour's overtime at the rate of time and a half.

(c) Except to meet special circumstances, a worker shall not be required to work for more than five hours without an interval for a meal and where it is practicable to do so, the tugs shall be berthed to permit of this meal interval being granted, but this shall not be construed to mean that the tug shall be required to berth before the job on which he is working is completed or that the sailing or berthing of a ship should be delayed on this account.

TERM OF EMPLOYMENT

7. (a) The employment shall be a weekly one, and one week's notice of termination of the employment shall be given by either party, except in the case of drunkenness or misconduct, when the worker may be instantly dismissed.

(b) Wages shall be paid weekly, not later than Thursday, and in the Employer's time.

HOLIDAYS

8. The holidays shall be Sundays, New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, birthday of the reigning Sovereign, Labour Day, Christmas

Day, Boxing Day and Seamen's Union Picnic Day and for work performed on those days double time shall be paid.

ANNUAL HOLIDAYS

9. (a) On completion of each twelve months continuous service and to compensate for the irregular overtime hours that can be required on Saturdays, Sundays and holidays, each seaman shall be entitled to a holiday of three weeks paid on the basis of the worker's average weekly taxable earnings provided that the holiday pay does not exceed the worker's ordinary pay plus 30% and provided further that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday. Change of service between "Taioma" and "Tapuhi" or vice versa will not constitute a break of continuous service under this subclause.

(b) If a worker is discharged or leaves his employment before completing the twelve months continuous service, as expressed in the foregoing subclause, proportionate leave shall be granted.

BOILER WORK

10. While a seaman is employed chipping and scaling inside boilers or cleaning tubes and back-ends of water tube boilers he shall be paid half ordinary time extra.

MISCELLANEOUS

11. (a) Oil Burning Tugs: A fireman shall report for duty for raising steam at the commencement of operations for the day one hour before the time for which the tug is required, but when the tug is required to leave the wharf before 7 a.m. and the minimum provided by clause 4 (c) does not exceed three hours or four hours respectively, the fireman shall be deemed to have commenced work thirty minutes prior to commencement of the minimum.

(b) Where the fireman reports for duty to raise steam ahead of the time for which the tug is required and the job falls within the minimum period provided by clause 4 (c) hereof, the fireman shall be allowed half an hour additional to the minimum period.

(c) Where it is necessary for a fireman to attend on a Sunday or holiday for the purpose of flashing up the boiler he shall receive a minimum of two hours for each occasion on which he is called down.

(d) One Able Seaman shall report for duty for the purpose of preparing the tug at the commencement of operations for the day half an hour before the time for which the tug is required except where heavy lines are required for the first job when the Master may order a second A.B. to assist.

(e) Where a worker is ordered for a job on a Saturday, Sunday or holiday and such job is not cancelled before the day for which he was ordered a cancellation payment of four hours at the prevailing rate shall be made and where the job is cancelled before the day for which he was ordered a cancellation payment of one hour at the prevailing rate shall be paid.

(f) A worker, while using an electric chipping hammer, shall be paid an additional 10 cents per hour.

CLOTHING

12. Deck hands will be supplied with waterproof clothing and seaboots for work in the rain and shall also be supplied with two pairs of overalls and two pairs of gloves and one pair of safety boots per annum. Engine-room hands will be supplied with two sets of overalls or 2 pairs of dungarees, 2 denim jackets and 2 singlets and one pair of boots per annum.

WORKERS TO BE MEMBERS OF UNION

13. The Employer shall in the engagement or subsequent employment of seamen on tugs give preference to financial members of the New Zealand Seamen's Industrial Union of Workers.

Should there not be sufficient numbers of such members available when required, then and in such case the Employer may engage or employ other men, conditionally that they shall become and remain members of the said Union during the currency of their employment.

The Employer may employ any members of the Union at work in a tug out of commission, provided such members have served or are to serve on tugs in commission owned by the Employer.

MATTERS NOT PROVIDED FOR

14. If a dispute shall arise between the parties to this agreement upon any matters arising out of or in connection with the agreement and not specifically dealt with therein, it shall be referred to a committee comprised of two representatives of the Union, and two representatives of the Employer, who shall appoint an independent chairman for decision. The decision of a majority of this committee shall be binding, except that any party adversely affected thereby shall have the right, within fourteen 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 necessary or desirable.

SCOPE OF AGREEMENT

15. This agreement shall apply to tug boats owned and operated by the Union Steam Ship Company of New Zealand Limited at Wellington.

TERM OF AGREEMENT

16. This agreement, in so far as it relates to the rates of wages prescribed in sub-clause (a) of Clause 2, shall be deemed to have come into force as stated in that clause, and in so far as all other conditions of the award are concerned, it shall come into force as from the 28th September 1970 and shall continue in force until the 30th September 1971.

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

For the New Zealand Seamen's Industrial
Union of Workers:

Wm. Martin, National President.

L. A. Barber, Secretary
Witness.

For the Union Steam Ship Company of
New Zealand Limited, Wellington:

R.T. Goddard, Industrial Superintendent.

Thomas J. Dyer, Witness.