

UNION STEAM SHIP COMPANY OF NEW ZEALAND LIMITED,  
WELLINGTON STEAM-TUG MASTERS' AND ENGINEERS—AGREE-  
MENT UNDER THE LABOUR DISPUTES INVESTIGATION ACT 1913

This Agreement made in pursuance of the Labour Disputes Investigation Act 1913 this twenty-first day of September 1970 between the New Zealand Merchant Service Guild and the New Zealand Institute of Marine and Power Engineers (Incorporated) (hereinafter called "the employees") of the one part, and the Union Steam Ship Company of New Zealand Limited, Wellington (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 wages and conditions of employment shall apply to the Masters and Engineers of the steam tugs "Tapuhi" and "Taioma":—

SCHEDULE

CLAUSE 1—HOURS OF WORK

(a) The ordinary hours of work shall not exceed eight per day to be worked between 8 a.m. and 5 p.m. on five days of the week, Monday to Friday, both days inclusive.

(b) When a Master is ordered down for a job before 8 a.m., the hours for the day shall commence half an hour before the time ordered; when finishing for the day in overtime hours the Master shall be allowed thirty minutes after berthing for the purposes of making the tug secure unless such time comes within a minimum period under Clause 2 (b) or within a meal hour under Clause 9.

CLAUSE 2—OVERTIME

(a) All time worked outside or in excess of the hours prescribed in Clause 1 hereof shall be paid for at the rate of \$2.55 per hour except for time worked after 11 a.m. on Saturdays and on Sundays or holidays which shall be at the rate of \$3.40 per hour; and time worked between 9 p.m. and 7 a.m. on any day at the rate of \$3.40 per hour.

(b) Any Master or Engineer 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; 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 Master or Engineer will receive three hours' overtime payment up to 8 a.m. Any Master or Engineer ordered out on a Saturday, Sunday or holiday shall receive a minimum of four hours' employment or payment equivalent thereto, provided that should the Master or Engineer be employed both before noon and after 1 p.m., a minimum of eight hours' employment or payment equivalent thereto shall be made.

Provided further that should a Master or Engineer 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 Master or Engineer 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 until 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 payments.

(c) Where a Master or Engineer having worked all day continues working after midnight he shall be entitled to an eight hour rest period before again commencing his ordinary hours of duty. Ordinary time additional (\$1.70 per hour) shall be paid for any duty from 8 a.m. until completion of the eight hour rest period.

(d) Masters or Engineers ordered back to continue work at 6 p.m. Monday to Friday or at 1 p.m. on a Saturday, Sunday or holiday, shall be paid 67 cents meal allowance. Where a Master or Engineer 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 67 cents shall also be made for supper, unless supper is provided. In addition a 5 cent surcharge on Saturday, Sunday or holiday shall be paid for each meal.

(e) Where it is necessary for an Engineer 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.

Provided that any time in excess of the prescribed minimum shall be treated as half hourly periods for the purpose of computing overtime.

#### CLAUSE 3—CANCELLATION OF ORDERS

Where a Master or Engineer 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. Where the job is cancelled before the day for which the Master or Engineer was ordered a cancellation payment of one hour at the prevailing rate shall be paid.

#### CLAUSE 4—ANNUAL LEAVE

Tug Masters and Tug Engineers shall receive three weeks' annual leave on full pay.

#### CLAUSE 5—OTHER HOLIDAYS

In addition to their annual holidays, the following days shall be observed as holidays: New Year's Day, the day following New Year's Day, Anzac Day, Anniversary Day, Good Friday, Easter Monday, Labour Day, Sovereign's Birthday, Christmas Day, Boxing Day.

In the event of any of the holidays specified above occurring during the period of the annual holiday, such day or days shall be added to the number of days provided herein for the annual holidays.

#### CLAUSE 6—WORK OUTSIDE "EXTENDED RIVER LIMITS"

When tugs are required to proceed beyond extended river limits on special duty, Masters and Engineers of tugs shall be paid their ordinary salary plus one hundred 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, Sunday and/or holiday which may occur during the period a tug is on special duty, such Masters or Engineers shall be paid in addition the equivalent of eight hours' pay at the appropriate rate or rates prescribed in subclause (a) of Clause 2.

#### CLAUSE 7—UNIFORM TRIMMINGS

(a) Should the Master or Engineer requisition for uniform trimmings the Company shall supply same free of cost, but not more often than once in eighteen months.

(b) A protective clothing and/or overall allowance of \$2.00 per month shall be paid to each Master and Engineer and the Master shall be provided with adequate wet weather clothing.

### CLAUSE 8—WAGES

The rate of wages shall be as follows:		Per Calendar Month
s.s. "Tapuhi" .....	.....	\$295.00
s.s. "Taioma" .....	.....	\$295.00

### CLAUSE 9—MEAL HOURS

(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.
Supper	10 p.m. to 11 p.m. (where work is to continue beyond 11 p.m.)

(b) Masters and Engineers shall, if required, work during meal hours and shall be paid at the rate of \$3.40 per hour for such work with a minimum payment of half an hour, but if the half hour is exceeded, then a full hour shall be paid for.

Where a Master or Engineer is not given a break of at least half an hour for a meal immediately prior to or following working of the recognised dinner hour, he shall receive payment of an additional hour's overtime at the rate of \$2.55.

### CLAUSE 10—VESSELS UNDER OVERHAUL

When doing overhaul work on board a tug out of commission the Engineers shall be paid an additional 50 cents per day dirt money.

### CLAUSE 11—TRANSPORT

(a) When required to start or finish work at times when the usual means of transport is not available, Masters or Engineers on tugs shall be conveyed to or from their homes at the Company's expense. A Master or Engineer using his own car on such occasions shall be allowed 65 cents each way.

(b) When a Master or Engineer is required to proceed to his work on a tug lying at a berth over one and half miles distant from the usual berth at which the Master or Engineer commences duty he shall be compensated for travelling by payment of 40 cents per day.

### CLAUSE 12—TERMINATION OF EMPLOYMENT

The employment shall be a monthly one and, except for conduct justifying a summary dismissal, not less than one month's notice of the termination of employment shall be given by either party.

### CLAUSE 13—INTERPRETATION

In the event of any question arising upon any matter, whether referred to in this Agreement or not, affecting Masters and Engineers covered by this Agreement, the question (if not settled by mutual arrangement between the particular employer and employee concerned) shall be referred to a committee consisting of two representatives of the employers and two representatives of the employees for settlement. Should this fail to agree, the matter shall then be referred to the Arbitration of an umpire mutually agreed upon by the said representatives, and the decision of the umpire shall be final.

### CLAUSE 14—PREFERENCE

Preference of employment shall at all times be given to members of the New Zealand Merchant Service Guild and the New Zealand Institute of Marine and Power Engineers (Incorporated) so far as Masters and Engineers of the tugs named herein are concerned.

**CLAUSE 15**

Arrangements shall be made to permit the Master and Engineer of the tug in active service being free from duty one weekend in four.

**CLAUSE 16—TERM OF AGREEMENT**

This agreement in so far as it relates to the rates of wages contained in Clause 8 shall be deemed to have come into effect from the 1st April 1970 and in so far as all other conditions are concerned shall come into effect as from the day of the date hereof and shall continue in force until 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 Institute of Marine and Power Engineers (Incorporated)  
Wellington Branch:

D. J. MUNRO.

Witness to the above signatures—M. L. Teague.

For the New Zealand Merchant Service Guild:

J. W. DICKINSON.

Witness to the above signature—M. E. Kempson.

For the Union Steam Ship Company of New Zealand Limited:

R. T. GODDARD.

Witness to the above signature—T. J. Dyer.

(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 1st day of October 1970.)