

HYDROFOIL SERVICES LIMITED, SHIPMASTERS— INDUSTRIAL AGREEMENT

This Industrial Agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1954, dated 30th April 1971 between the New Zealand Merchant Service Guild Industrial Union of Workers (Hereinafter referred to as "The Guild") of the one part and Hydrofoil Services Limited (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 should 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

WAGES

1. The minimum rates of wages shall be as follows:

| | Per Week \$ |
|---|-------------------|
| Master of Hydrofoil "MAN-U-WAI" | 86.00 |
| Master of "PAKATOA" | 82.00 |

The Master of the "PAKATOA" shall be paid at the rate of the Master Hydrofoil when required to act as Master of the Hydrofoil.

HOURS OF WORK

2. The responsibilities of the Masters covered by this agreement in relation to their duties in general, and their hours of work shall be as agreed from time to time between the Guild and the Employer.

TIME OFF

3. Masters shall be allowed reasonable and regular time off on a basis mutually acceptable to the Guild and the Employer.

ANNUAL HOLIDAYS

4. Masters shall be entitled to 28 days continuous leave on full pay after each year of service, such leave to be given at a time mutually convenient to the Master and the Employer.

MEALS AND ACCOMODATION

5. Reasonable time shall be given for meals and "smokos". Meal money at the rate of 84 cents per meal shall be paid when working in excess of the normal period through mechanical breakdowns, surveys, or when the vessel is away from Auckland and meals are not provided by the Employer.

When a Master is required to be away from Auckland overnight meals and accomodation of a reasonable standard shall be provided by the Employer.

SICKNESS AND ACCIDENT LEAVE

6. Sickness and accident leave shall be given on the following basis:
- | | |
|-------------------------------------|----------|
| (a) After 12 months service | 1 month |
| (b) After 3 years service | 2 months |
| (c) After 10 years service | 3 months |

UNIFORMS

7. Uniforms and overalls shall be provided by the Employer at reasonable intervals having due regard for fair wear and tear.

TRAVELLING ALLOWANCE

8. The Employer shall pay to each Master a weekly travelling allowance which shall be agreed to from time to time between the Guild and the Employer.

DISPUTES

9. Any dispute in connection with any matters not provided for in this agreement shall be settled between the Employer and the Secretary or representative of the Guild, and in default of any agreement being arrived at any such dispute shall be referred to the local Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within fourteen days after such decision shall have been communicated to the party desiring to appeal.

UNQUALIFIED PREFERENCE

10. 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 union of workers bound by this agreement, become a member of such union within fourteen 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 the 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 the 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 the union in accordance with subclause (b) hereof commits a breach of this agreement.

(d) The 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 an 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 purpose 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 but does not include a person who holds a current certificate of exemption from union membership issued under the Industrial Conciliation and Arbitration Act, 1954.

(NOTE—Attention is drawn to Section 174 (h) of the Industrial Conciliation and Arbitration Act, 1954, which gives to workers the right to join the Union.)

TERMINATION OF EMPLOYMENT

11. The services of a Master shall be terminable by one calendar month's notice in writing on either side or the payment of one month's salary in lieu thereof.

TERM OF AGREEMENT

12. This agreement shall be deemed to have come into force on the 1st January 1971 and shall continue in force until the 30th June 1972.

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

For the New Zealand Merchant Service Guild Industrial Union of Workers:

J. W. Dickinson, Secretary.

Witness—M. E. Kempson.

L.S. Dromgoole, Manager.

For Hydrofoil Services Limited:

Witness—H. J. Petty.