

## AUCKLAND SHORE GANG-INDUSTRIAL AGREEMENT

This industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954 this 28th day of March 1973 between the New Zealand Seamen's Union Industrial Union of Workers (hereinafter called "the union") of the one part and the Union Steam Ship Company of New Zealand Limited (hereinafter called "the employer") of the other part, whereby it is mutually agreed by and between the parties hereto as follows:

### SCHEDULE

1. The gang to consist of no more than eight members of the New Zealand Seamen's Union, preference at all times to be given to qualified Able or Ordinary Seamen to be employed on conventional or roll-on vessels as required by the company. In the event of a change in the work load, any change necessary in the structure of the gang can be discussed between the parties.

### DUTIES

2. Based on normal Able Seamen's work — To consist of painting, scaling (in other than ship's tanks) overhauling ship's gear, shifting ship and other duties normally done by Able Seamen providing such work is not covered by any other award or agreement. The duties to be flexible, e.g. transfer of the gang from one job to another, or part of gang if necessary. At no time will the gang be called on to perform work on a job or ship where the same work is in dispute by crew members employed on that job or ship.

### RATES

3. (a) Rates to apply as from date of agreement:

Ordinary, \$1.62; Time and Half, \$2.43; Double Time, \$3.24.

(b) The employer may appoint a leading hand who shall receive an extra 7 cents per hour basic and the gang shall work under the supervision of the Ship's Officer or a representative of the company as deemed necessary by the employer.

### HOURS OF LABOUR

4. (a) Normal hours of labour shall be 8.00 a.m. to 12.00 noon and 1.00 p.m. to 5.00 p.m. Monday to Friday inclusive except that by agreement the midday meal may be reduced to a half hour and normal hours finish at 4.30 p.m. without any change in the basis of payment for the day. For work performed at Fergusson Terminal however the hours shall be 7.30 a.m. to 12.00 noon and 12.30 p.m. to 5.00 p.m. The two half hours between 7.30 a.m. and 8.00 a.m. and 12.30 p.m. and 1.00 p.m. to be paid for at double the ordinary rate. All meal hours worked or part thereof to be paid for at double the hourly rate.

(b) For work performed outside the foregoing hours time and half shall be paid except between 9.00 p.m. and 7.00 a.m. and for any hours worked after 11.00 a.m. Saturday and on Sundays and statutory holidays double time will be paid.

(c) Meal hours are 7.00 a.m. to 8.00 a.m., 12.00 noon to 1.00 p.m. and 5.00 p.m. to 6.00 p.m. If a full meal hour is worked and the worker is required to continue, he shall be allowed as soon as possible one hour off, the hour off to count in his hours of labour for the day but this does not mean that a 7.30 a.m. start will qualify for a 7.00 a.m. to 8.00 a.m. meal payment.

(d) Should a member or members of the gang be called out for a shift ship after the hours of 6.00 p.m. he shall be paid a three hour minimum at double time. For a call out after 10.00 p.m. Mondays to Fridays and on Saturdays, Sundays or holidays the

minimum shall be four hours at double time. For a call out prior to 7.30 a.m. he shall be paid for actual time worked but with a minimum of one hour. Should he be required to continue working after 5.00 p.m. to complete a job he shall receive payment in half hour steps at the relevant overtime rate up to 6.00 p.m. If having worked during the tea hour and being required to continue after 6.00 p.m. he shall be paid a further two hours minimum. Overtime hours shall be worked where necessary and orders for extended hours shall be given not later than 2.30 p.m. On the day prior to an early start orders shall be given no later than 4.00 p.m. circumstances permitting but in both instances later orders may be given in case of emergency.

(e) (i) To cover all ship repair and maintenance work and including all dirty work (except as stated hereunder) there shall be paid the additional flat sum of 12 cents per hour ordinary and overtime.

(ii) In lieu of payment prescribed above in (e) (i) for work done in connection with cleaning bilges, blackening or whitening down, overhauling ships cargo gear, rigging or greasing wires from bosuns' chairs, an additional flat 27 cents per hour shall be paid ordinary and overtime. Where engaged in overhauling or rigging standing gear, the men involved shall receive the current riggers' rate at the port.

(iii) In lieu of payments prescribed in subclause (e) (i) of this clause, men employed in cleaning holds after discharge of wheat, coal, french chalk, cement, using Apexior compounds, spray painting, oiling wires, shall be paid an additional flat 14 cents per hour.

(iv) "Maheno"/"Marama" Horse Stalls – When employed cleaning horse stalls on the above vessels the following rates shall be applicable:

If the job commences before midday – six hours double time plus 53 cents dirt money per hour.

If the job commences after midday – eight hours double time plus 53 cents dirt money per hour.

The above to apply for half to full loads.

Anything under half a load – four hours double time plus 53 cents dirt money per hour.

Definition of anything under half a load to be agreed between the Terminal Supervisor and the Leading Hand of the gang.

(v) Bath Allowance – A bath allowance of 50 cents per day will be paid when employed on a "dead ship".

(f) Wages shall be paid weekly and on Thursday no later than 4.00 p.m. except that when a seaman is discharged from employment he shall be paid wages within 24 hours from time of dismissal, Saturdays, Sundays and holidays excluded.

(g) Each seaman shall be entitled to a statement showing how his wages have been made up.

(h) A morning and afternoon smoko break of 10 minutes shall be allowed without deduction of pay.

(i) A seaman employed both immediately before and immediately after any of the holidays mentioned in clause 15 of this agreement shall be paid eight hours ordinary pay for each such holiday unless payment has been made for such holidays under any other clause of this agreement.

(j) Seamen who are ordered back and attend for overtime at 6.00 p.m. or later, or at 1.00 p.m. or later on Saturdays or on Sundays or holidays, shall be paid the sum of 90 cents for a meal. Where a seaman is required to obtain a meal on a Saturday, Sunday or holiday the employer shall pay an additional 10 cents per meal surcharge. Where meals are provided the meal money shall not be payable.

(k) Seamen using electric or pneumatic chipping machines shall be paid a flat 17 cents per hour extra payment, ordinary and overtime, for such work and they shall be provided with goggles. Where ear-muffs are provided by the employer the extra payment shall be a flat 11 cents per hour.

### TRAVELLING TIME

5. Travelling time for work on the viaduct and Fergusson Terminal shall total one hour's ordinary pay at the hourly rate per day and at other berths except Calliope Dock half an hour ordinary pay per day to include cleaning up time.

Transport to and from Calliope Dock will be provided by the employer. Where a member of the gang is required by the employer to supply his own transport outside the normal transport hours, and at weekends, he shall receive a payment of 10 cents per mile within a radius of 20 miles and in a case where a member of the gang is required to start early outside transport hours and has no transport, a taxi shall be supplied. A 7.00 a.m. start is accepted as being within the normal transport hours.

### TERMINATION OF EMPLOYMENT

6. A member terminating his employment in the gang shall be required to give 24 hours' notice to the company and the union in the case of a member being not available for weekend work, to notify the company not later than 9.30 a.m. the preceding Friday.

### PREFERENCE

7. Employers shall, in the engagement or subsequent employment of Able Seamen or Ordinary Seamen give preference to those members of the New Zealand Seamen's Union Industrial Union of Workers who are financial in that union. Should there not be sufficient numbers of such members available when required, then in such case the employers may engage or employ other qualified men, conditionally that they shall become and remain members of the said union during the currency of their employment.

All replacements to be called for at the Government Shipping Office of the Seamen's Rotary Hiring System.

### INDUSTRIAL CLOTHING AND FOOTWEAR

8. (a) Clothing – Industrial clothing shall be subsidised by employers on the basis of employers paying two-thirds of the cost of two sets of clothing for each employee each year of employment, the type to be agreed between the union and employers as suitable for seamen of the various classifications. After the first year of operation of the arrangement employers shall not be required to supply clothing for use on particularly dirty work, unless the industrial clothing issued is not suitable for the purpose.

After the first year of operation of the scheme, employers and the union shall give further consideration to whether or not three sets of clothing each year are necessary.

(b) Footwear – Suitable safety footwear shall also be subsidised by the employers to the extent of two-thirds of the cost of two pairs for each employee each year.

(c) Wet weather clothing – Oilskins, sou'westers, sea boots and gloves shall be supplied the type of clothing, details of issue and replacement issue to be agreed between the union and the employers.

### STOPWORK MEETINGS

9. Members of the gang shall be allowed to attend monthly stopwork meetings of the union if not required for urgent duties, e.g. shifting ship, docking or undocking when the number required by the employer will be available.

### PENSION SCHEMES

10. The Seamen's Pension and Welfare Scheme as agreed to between the parties shall form part of this agreement.

## DISPUTES

11. The essence of this agreement being that the work of the industry shall in no way be impeded and that no avoidable delay to shipping shall occur, it is hereby provided that the work shall always proceed as if no dispute had arisen, and if any dispute or difference shall arise between the parties bound by this agreement on any matter whatever arising out of or in connection therewith, every such dispute or difference as the same shall arise shall be determined between a representative of the union and the employer concerned. Should they be unable to reach agreement, then the dispute or difference shall be referred to a committee to consist of two representatives of the union and two representatives of the employer, who may, should they so desire, appoint an independent chairman for decision. The decision of this committee, or of the chairman thereof in the event of the members failing to agree, shall be binding, except that any party adversely affected thereby shall have the right, within 14 days after the decision is given, to appeal against the decision in any way as, after hearing the parties, it may consider necessary or desirable.

12. The employer reserves the right to utilise the gang on work in other than Union Steam Ship Company vessels and it is agreed by both parties that in the event of a temporary shortage of employment the gang can be employed on hire by other than the Union Steam Ship Company should the occasion arise. Work on Union Steam Ship Company chartered or agency vessels cannot be guaranteed.

13. The company will establish a separate gear and paint store for the use of the gang.

## HOLIDAYS – CONTINUOUS SERVICE

14. At the end of 12 months continuous service each seaman shall be entitled to a holiday of three weeks to be paid for at the appropriate rate prescribed in clause 3 of this agreement based on average earnings for the preceding 12 months provided this does not exceed the basic wage plus 30 percent.

## STATUTORY HOLIDAYS

15. (a) The seamen shall be entitled to the following holidays:- New Year's Day, the day following New Year's Day, Auckland Anniversary Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day and Boxing Day.

(b) Work shall be performed on these holidays as may be required by the Company and shall be paid for at the appropriate overtime rates as prescribed by clause 3 of this agreement.

(c) In the event of a holiday other than Anzac Day falling on a Saturday or Sunday such holiday shall be observed on the succeeding Monday and in the event of another holiday falling on such Monday such other holiday shall be observed on the succeeding Tuesday.

## TERM OF AGREEMENT

16. This agreement is deemed to commence as from 25 January 1973 and continue in force until 24 January 1974.

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

L. Anderson.

For Union Steam Ship Company of New Zealand Limited:

Ross Wagstaffe.

Published and issued by the New Zealand Government Department of Labour

THE AUCKLAND SHORE GANG – ORDER OF THE INDUSTRIAL  
COMMISSION PURSUANT TO REGULATION 48 (1) OF THE WAGE  
ADJUSTMENT REGULATIONS 1974 AND REGULATION 13 (1) OF THE  
ECONOMIC STABILISATION REGULATIONS 1973

Dated 18/7/74

The Auckland Shore Gang – Industrial Agreement – dated the 28th March 1973 shall be deemed to be amended as follows:

Clause 3 (a) – Delete the wage rates shown and substitute the following:

Ordinary – \$1.93  
Time and Half – \$2.89.5  
Double Time – \$3.86

This amendment shall be deemed to have come into force on the 10th day of April 1974.

Dated at Wellington, this 18th day of July 1974.

G. O. Whatnall, President.