

AUCKLAND TUG AND SCOW MASTERS—INDUSTRIAL AGREEMENT

This Industrial Agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954 this thirtieth day of January 1973 between:

Alert Towing Co. Ltd.
 McCallum Bros. Limited
 Parry Bros. Limited
 Owhiti Shipping Company
 Subritzky Shipping Line Limited
 Wright's Sand Co. Limited

(hereinafter referred to as "the employer") of the one part, and the New Zealand Merchant Service Guild Industrial Union of Workers (hereinafter called "the Guild") of the other part, whereby it is mutually agreed by and between the parties hereto as follows:—

This Agreement shall apply to all Masters employed on vessels engaged in the following trades out of the Port of Auckland: the carriage of sand, shingle, firewood, owners' goods, or the carriage of goods to places other than those to which there is a regular shipping service.

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.

SALARIES

1. (a) The minimum rates of Salary shall be as follows:—

	From 1/10/72	From 26/10/72
Masters of Tugs Towing Barges with 2 Cranes:		
First Year	\$7,505.76	\$7,821.00
Second and Third Years	\$7,593.20	\$7,912.11
Fourth and Fifth Years	\$7,680.65	\$8,003.24
Sixth and Subsequent Years	\$7,768.09	\$8,094.35
Masters of Tugs Towing Barges with 1 Crane or Swinging Gear:		
First Year	\$6,922.79	\$7,213.55
Second and Third Years	\$7,010.24	\$7,304.67
Fourth and Fifth Years	\$7,097.67	\$7,395.77
Sixth and Subsequent Years	\$7,185.12	\$7,486.89
Master of Scow "Owhiti"	\$6,679.88	\$6,960.43

(b) For the purpose of calculating payments for broken periods a day's pay shall be reckoned as one three-hundred and sixtieth part of the appropriate annual salary.

(c) The rate of remuneration stated in Sub-Clause (a) hereof together with payments which may be made under Clauses 9 and 13 cover all monetary rewards due to the Master for all services performed. The salary shall be payable on the first day of every month or as near thereto as is practicable.

TIME OFF

2. As from 1st June 1970 Masters shall be given eight days time off per calendar month in continuous periods of at least twenty-four hours. Any fraction of a twenty-four hour period shall be disregarded except that in the event of finishing work before noon on Saturday and not resuming duty before 7 a.m. on the following Monday, such time off shall be counted as one and a half days.

Time off shall be given in Auckland in the month in which it becomes due, or not later than the end of the following month.

ANNUAL LEAVE

3. (a) Masters shall be entitled to leave of absence on full pay in each year of service for a period of twenty-one days.

(b) Should a Master be discharged or leave the service before his annual holidays are due he shall be entitled to a holiday payment on a prorata basis.

HOLIDAYS IN PORT

4. Masters shall be entitled to the following holidays in port; New Year's Day, and the day following, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day and Auckland Anniversary Day.

HOLIDAYS AT SEA

5. If any of the following holidays be spent wholly at sea, or if the ship arrives in port from sea later than 8 a.m. on any of such holidays, each Master shall be entitled to a day off ashore, at the Port of Auckland within one month thereafter or to an extra day's sea pay. The holidays are: New Year's Day, and the day following, Auckland Anniversary Day, Good Friday, Anzac Day, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Christmas Day and Boxing Day. These holidays shall be observed at sea as Sundays.

VESSELS OUT OF COMMISSION

6. If, while a vessel is laid up for repairs the employers retain the services of any Master for any work in connection with the ship, such Master shall be entitled to his basic pay and also (if not found on the vessel or on another convenient vessel of the same owner) to victualling and/or accommodation allowance according to the provisions of Clause 9 hereof for the time he is actually engaged in such work.

EXPENSES

7. (a) The employer shall pay any reasonable expenses of any employee incurred in the service of or in the interest of the employer.

(b) Whenever an employee has to pass for the purpose of the employer from one port or place to another, he shall be paid his reasonable travelling expenses at first-class rates.

MEDICAL BENEFITS

8. When a Master is invalided on shore in or beyond New Zealand with illness or accident contracted in the service of the ship at any time after joining the vessel, he shall be granted the benefits provided in Section 68 of the Shipping and Seamen Act 1952, and if invalided on shore beyond New Zealand shall (except in the case of death) be returned to his port of shipment in New Zealand and his wages shall continue until the time at which in due course he arrives at such Port.

This clause shall not apply to cases of illness due to the Master's own wilful act or default or to his own misbehaviour.

VICTUALLING AND ACCOMMODATION

9. Vessels shall be victualled by the employer.

Except during absence on leave, every Master shall be entitled to meals and proper accommodation up to the ordinary standard either on his vessel or on another convenient vessel of the same owner, or else to receive an allowance as follows:

	Master per Day					
For victualling and Accommodation	\$7.70
For Accommodation only	\$3.85
For Victualling only	\$3.85

Accommodation allowance shall not be payable to a Master in the Port where he has his home.

In cases where accommodation is not available at these rates the difference is to be made up by the employer.

TERMINATION OF EMPLOYMENT

10. The services of a Master shall be terminable by one calendar month's notice in the writing on either side or the payment of one month's salary in lieu thereof. This clause shall not apply to the case of dismissal for misconduct.

CLEANING OF ROOMS

11. The employer shall cause the rooms to be cleaned every day. The rooms shall be fumigated, cleaned and painted once in every twelve months while the vessel is in port if required. Should any question as to the necessity of painting quarters arise it shall be decided between the Secretary of the Guild and the representative of the Company concerned.

BEDS AND BEDDING

12. The employer shall provide bedding consisting of a mattress and cover, counterpane, pillow and cover, three blanket, two sheets, also at least two towels per week. Pillow-covers, sheets and towels shall be changed weekly, counterpanes fortnightly, mattress-covers monthly and blankets once every four months.

CLOTHING ALLOWANCE

13. In lieu of being provided by the employer with uniforms and protective and/or waterproof clothing Masters shall receive an allowance of \$7.00 per month.

SHIPWRECK

14. In the event of the Master losing his clothes or effects through the wreck or loss of the ship or damage to quarters by fire, flooding or collision, the employer shall reimburse him for the loss, but the amount of such reimbursement shall not exceed \$400.

REDUNDANCY

15. In the event of redundancy arising during the currency of the Agreement, employers shall consult with the Guild before taking any action.

UNQUALIFIED PREFERENCE

16. (a) Any adult person engaged or employed in any position or employment subject to this Agreement by any employer bound by this Agreement shall, if he is not already a member of a 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 sub-clause (a) hereof, every adult person so engaged or employed shall remain a member of a Union of Workers bound by this Agreement so long as the continues in any position or employment subject to this Agreement.

(c) Every worker obliged under sub-clause (a) hereof to become a member of a Union who fails to become a member, as required by that sub-clause, 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 a Union in accordance with sub-clause (b) hereof commits a breach of this Agreement.

(d) Every employer bound by this Agreement commits a breach of this Agreement if he continues to employ any worker to whom sub-clauses (a) and (b) apply, after having been notified by any 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 purposes 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.

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

MATTERS NOT PROVIDED FOR

17. Any dispute in connection with any matter not provided for in this Agreement shall be settled between the particular employer concerned and the Secretary or President of the Union, and in default of any agreement being arrived at, then 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.

TERM OF AGREEMENT

18. This Agreement shall be deemed to have come into force on 1st October 1972 and shall continue in force until 31st March 1973.

In witness whereof the parties have hereto set their hand this thirtieth day of January 1973.

For:

Alert Towing Co. Limited.

E. L. Barker

McCallum Bros. Limited.

A. J. Little

Parry Bros. Limited.

E. L. Parker

Owhiti Shipping Co.

A. J. Moore

Subritzky Shipping Line Limited

H. A. Subritzky

Wright's Sand Co. Limited.

K. H. Wright

For:

New Zealand Merchant Service Guild Industrial Union of Workers

CAPT. J. W. Dickinson

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THE AUCKLAND TUG AND SCOW MASTERS – ORDER OF THE WAGES
TRIBUNAL PURSUANT TO REGULATION 13 (1) OF THE ECONOMIC
STABILISATION REGULATIONS 1973

Dated 26/6/74

The Auckland Tug and Scow Masters Industrial Agreement, dated the 30th day of January 1973, shall be deemed to be amended as follows:

1. Clause 1 – Salaries – Delete the rates shown and substitute the following:

Delete	Substitute
\$	\$
7821.00	8407.58
7912.11	8505.52
8003.24	8603.48
8094.35	8701.43
7213.55	7754.57
7304.67	7852.52
7395.77	7950.45
7486.89	8048.41
6960.43	7482.46

2. Clause 2 – Time Off – Delete “1st June 1970” and “eight” in the first line and substitute “1 February 1974” and “nine”.

3. Clause 9 – Victualling and Accommodation – Delete the rates shown and substitute the following:

	\$
For Victualling and Accommodation . . .	15.00
For Accommodation only . . .	7.50
For Victualling only . . .	7.50

4. Clause 13 – Clothing Allowance – Delete “\$7.00” and substitute “\$22.00”.

5. This amendment, in so far as salaries are concerned, shall be deemed to have come into force on the 1st day of October 1973, and in so far as all other matters are concerned shall be deemed to have come into force on the 1st day of February 1974.

Dated at Wellington, this 26th day of June 1974.

G. O. Whatnall, Chairman.
A. D. Hennessey, Member.