

WAIHEKE SHIPPING CO. LTD. DECK HANDS AND FIREMEN—INDUSTRIAL AGREEMENT

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act 1954, and its amendments, this 30th day of October 1964, between the Auckland Federated Seamen's Industrial Union of Workers (hereinafter called "the union") of the one part, and the Waiheke Shipping Co. Ltd., (hereinafter called "the employers") of the other part, whereby it is mutually agreed by and between the 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 parties hereto, and they shall 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 the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

SCHEDULE

	<i>Wages</i>	Per Week		
		£	s.	d.
1. Deck Hands	17	10	0

Hours of Work

2. (a) For the purpose of computing hours of work, a week shall be deemed to commence and finish at midnight Sunday/Monday.

(b) When a vessel leaves Auckland and returns the same day, time shall count for all hours taken on the trip.

(c) The ordinary hours of work shall not exceed 40 hours in any week, or eight hours in any day, the day's work to be worked within a span of nine hours. Ordinary hours may be worked on any five of the seven days of the week, to be rostered as far as practicable.

(d) Ordinary hours worked on Saturday shall be paid for at half rates in addition to the weekly wage.

(e) Ordinary hours worked on Sunday shall be paid for at ordinary rates in addition to the weekly wage.

Overtime

3. (a) Except as provided in sub-clause (c) hereof, time worked in excess of the hours stated in clause (2) shall be paid for at the rate of time and a half, provided that all time worked between the hours of 10 p.m. and 6 a.m. shall be paid for at the rate of double time. Where a worker is required to work on one of his days off he shall be paid at the rate of double time.

(b) When ordered back for a special trip a minimum of four hours overtime shall be paid.

(c) On Great Barrier trips time and a half shall be paid for the first eight hours and double time thereafter. Time worked in excess of 12 hours daily in the Waiheke trade shall be paid at double rates.

(d) For all hours in excess of eight on Saturdays double time shall be paid.

(e) A minimum of three hours at the appropriate rate shall be paid for a call out for overtime, Monday to Friday, and a minimum of four hours on Saturdays, Sundays and any of the holidays named in clause 4 hereof.

Holidays

4. (a) The holidays to be observed in this award are New Year's Day, Anniversary Day, Anzac Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day and Seamen's Union Day, the last-named to be observed on the same day as the Waterfront Workers' Picnic Day.

(b) For each of the aforementioned holidays the workers shall be paid for eight hours at ordinary rate. Any worker who is required to work on any of such holidays shall be paid at the rate of double time in addition. Anzac Day shall be observed in accordance with the Anzac Day Observance Act.

Meals

5. (a) All meals to be supplied by the company when a vessel is away from Auckland.

(b) When overtime is worked at Auckland after 6 p.m. and a meal is not provided a payment of 6s. shall be made.

(c) Where a worker has performed work at Auckland wharf or on a hydrofoil for a period of four hours he shall be entitled to a meal break of one hour to be given between 11.45 a.m. and 1.45 p.m. and 5 p.m. and 7 p.m. In cases where the meal hour is not given a payment of one hour at the ordinary rate on top of his prescribed rate, be paid. The employer agrees to make every endeavour to relieve the worker for meal breaks.

Smoko

6. A morning and afternoon smoko break of 15 minutes shall be allowed.

Annual Holidays

7. At the end of 12 months continuous service with the company each worker shall be entitled to a holiday of 21 days. Where a worker terminates his employment after less than 12 months' service a holiday shall be granted in terms of the Annual Holidays Act 1944.

Bedding etc.

8. Bedding, linen, blankets, towel and soap shall be provided by the company.

Protective Clothing

9. Where a uniform is required to be worn it shall be supplied and maintained by the company. In lieu of being provided with protective and/or waterproof clothing, deck hands shall be paid an allowance at the rate of 17s. 6d. per month.

Transport

10. Transport to be supplied at the cost of the employer when starting or finishing work when the usual public transport is not available and if a worker supplies his own transport when starting and finishing at such times the sum of 9d. per mile shall be paid to him, in both cases the cost to the employer.

Overhaul and Slip Work

11. While employed on a vessel during annual survey or major overhaul or when required to perform work of a particularly dirty nature they shall be paid an additional sum of 6s. for each day of part of a day.

Sick Accident Compensation

12. In the case of sickness, other than accident, occurring while employed by the company a worker shall receive the following payments from the company:

Up to one year's service	Nil.
One to three years' service	One month on full pay.
Three to ten years' service	Two months on full pay
Over ten years' service	Three months on full pay.

Termination of Employment

13. Engagement may be terminated on either side by giving 24 hours' notice.

Preference

14. The employer shall, in the engagement or subsequent employment of deckhands and firemen or oilburners, give preference to financial members of the union.

Should there not be a sufficient number of such members available when required, then and in such case the employer may engage other men conditionally that they shall become and remain members of the union during the currency of their employment.

Term of Agreement

15. This agreement shall be deemed to have come into force on the 10th day of September 1964 and shall continue in force until the 10th day of September 1965.

Signed on behalf of the Auckland Federated Seamen's Industrial Union of Workers:

THOMAS A. CURPHEY.
R. J. FOULKS.

Signed on behalf of the Waiheke Shipping Co. Ltd.:

SIR R. KERRIDGE.
O. T. FOSTER, Secretary.