

UNION STEAM SHIP CO. OF NEW ZEALAND LTD., WELLINGTON,  
**STEAM TUG MASTERS AND ENGINEERS.**—AGREEMENT  
 UNDER LABOUR DISPUTES INVESTIGATION ACT, 1913.

THIS agreement, made in pursuance of the Labour Disputes Investigation Act, 1913, this 1st day of July, 1939, between the New Zealand Merchant Service Guild Industrial Union of Workers and the New Zealand Institute of Marine and Power Engineers (Incorporated), (hereinafter called "the employees"), severally of the one part, and the Union Steam Ship Co. of New Zealand, Ltd., 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 tug "Terawhiti" and of the steam tug and/or tender "Natone."

SCHEDULE.

*Wages.*

1. The rate of wages shall be as follows:—

	Master.			Engineer.		
	Per Calendar Month.			Per Calendar Month.		
	£	s.	d.	£	s.	d.
S.s. "Terawhiti" ..	36	1	8	36	1	8
S.s. "Natone" ..	31	6	8	29	16	8

*Hours of Labour.*

2. Except in cases of emergency such as fire in hulks or steamers or circumstances involving the safety of hulks or steamers of the company, for which no overtime shall be paid, the ordinary hours of labour when employed in the harbour of Wellington shall not be more than eight in a day, to be worked between 7 a.m. and 5 p.m. Monday to Friday (both inclusive). On Saturday the ordinary hours shall not be more than four, between 7 a.m. and noon.

All other time, except as hereinafter provided for, shall be classed as overtime.

Any time worked between noon and 5 p.m. on Saturdays on the Union Co.'s work may, at the option of the company, be either paid for as overtime or compensated for by the addition of half a day to the worker's annual leave.

*Overtime.*

3. Except in cases of emergency such as fire in hulks or steamers or circumstances involving the safety of hulks or steamers for which no overtime shall be paid, the rates of overtime shall be as follows:—

		Per Hour.	
		s.	d.
(a) For Union Co.'s work	..	4	9
(b) For outside work	..	5	10

*Sundays and Holidays.*

4. All work on Sundays and holidays to be paid for at the appropriate overtime rate as fixed by clause 3 hereof for time actually worked, with a minimum of two hours, and in addition half an hour shall be allowed as travelling-time for attendance at the time ordered and half an hour as travelling-time after the vessel returns to her berth, such travelling-time to be paid for at the appropriate overtime rate as fixed by clause 3 hereof.

*Holidays.*

5. The holidays throughout the year shall be New Year's Day, Anniversary Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, and Boxing Day.

*Annual Leave.*

6. After twelve months' continuous service, leave of absence on full pay once in each year of his service shall be allowed to the master and/or engineer of s.s. "Terawhiti" for a continuous period of twenty-one days, and to the master and/or engineer of "Natone" for a continuous period of fourteen days.

*Salvage-work.*

7. When the tugs herein mentioned are employed on salvage work on sea-going articles, the rates of wages and conditions of employment (other than provisions relating to ship-keeping, time off in lieu of Sundays or holidays or payment in lieu thereof, time off, and watches in port) shall be respectively as provided in the current agreements between the Union Steam Ship Co. of New Zealand, Ltd., and the New Zealand Merchant Service Guild and the New Zealand Institute of Marine and Power Engineers (Incorporated) covering vessels of similar tonnage and nominal horse-power.

*Search-work.*

8. Except in cases in which the tug is manned under sea-going conditions, when a tug is sent in search of a vessel the master and/or engineer shall be paid overtime at the rate of 4s. 11d. per hour for all hours worked between 5 p.m. and 7 a.m. whilst so employed.

*Called on Duty Outside the Hours of Labour.*

9. Should a master and/or engineer be called for duty in the harbour of Wellington before 6 a.m. or be retained on duty until after 11 p.m., the company shall supply or defray the expenses of a means of conveyance to or from the ship.

*Interpretation.*

10. 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.

*Preference.*

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

*Definition.*

12. "Union Co.'s work" shall mean attendance on vessels or hulks belonging to and controlled by the Union Steam Ship Co. of New Zealand, Ltd., and any work in connection therewith.

*Term of Agreement.*

13. This agreement, in so far as it relates to wages, shall come into force as and from the 1st day of September, 1938, and so far as all the other conditions of this agreement are concerned it shall come into force on the 1st day of July, 1939, and shall continue in force until the 31st day of March, 1941.

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

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

[L.S.]

D. N. TODD, President.

F. A. MACINDOE, Secretary.

Witness to above signatures—E. Pudney.

For the New Zealand Institute of Marine and Power Engineers (Incorporated) Wellington Branch—

[L.S.]

H. M. NIELSEN, President.

W. SOMMERVILLE, Secretary.

Witness to above signatures—E. Pudney.

For the Union Steam Ship Co. of New Zealand, Ltd.—

J. N. GREENLAND, General Manager.

Witness to above signature—G. K. Grocott.

(NOTE.—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 6th day of July, 1939.)