

NEW ZEALAND MARINE ENGINEERS (COASTAL SHIPPING COMPANIES).—AGREEMENT UNDER LABOUR DISPUTES INVESTIGATION ACT, 1913

In the Court of Arbitration of New Zealand.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the agreement made on the 6th day of August, 1945, between the New Zealand Institute of Marine and Power Engineers (Incorporated) and the Anchor Shipping and Foundry Co., Ltd., and others.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no agreement made in pursuance of the Labour Disputes Investigation Act, 1913, shall come into force until it is filed under section 8 of the said Act: And whereas it is further provided that no such agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the agreement made on the 6th day of August, 1945, between the New Zealand Institute of Marine and Power Engineers (Incorporated), of the one part, and the Anchor Shipping and Foundry Co., Ltd., and others, of

the other part: Now, therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said agreement solely for the purposes of the said regulations.

Dated this 16th day of October, 1945.

[L.S.]

A. TYNDALL, Judge.

NEW ZEALAND MARINE ENGINEERS (COASTAL SHIPPING COMPANIES).—AGREEMENT UNDER LABOUR DISPUTES INVESTIGATION ACT, 1913

THIS industrial agreement, made in pursuance of the Labour Disputes Investigation Act, 1913, this 6th day of August, 1945, between the New Zealand Institute of Marine and Power Engineers (Incorporated), (hereinafter called "the institute"), of the one part, and the—

Anchor Shipping and Foundry Co., Ltd.
 Canterbury Steam Shipping Co., Ltd.
 Dalgety and Co., Ltd.
 Eckford and Co., Ltd.
 Gisborne Sheepfarmers' Frozen Meat and Mercantile Co., Ltd.
 Holm and Co., Ltd.
 Karamea Shipping Co., Ltd.
 Levin and Co., Ltd.
 Richardson and Co., Ltd.
 South Taranaki Shipping Co., Ltd.

(hereinafter called "the employers"), of the other part, whereby it is mutually agreed by and between the parties hereto as follows:—

The terms, conditions, stipulations, and provisions contained and set out in agreement dated 24th April, 1941, and recorded in the Book of Awards, Volume 41, pages 1271–1280, with the underwritten amendments, additions, and alterations shall be deemed to have come into force on the 1st August, 1945, and shall continue in force until the 1st day of February, 1946.

Clause 3, subclause (b): Amend by the addition of the following words: "Provided, further, that all duty in port on Sundays or holidays shall not be liquidated by the granting of time off under this subclause (b); but shall be paid for at the overtime rate specified in subclause (a) hereof."

Clause 7: Amend by deleting the rates, and substituting therefor:—

	Chief Engineers.	All other Engineers.
For victualling and accommodation	15s. per day ..	14s. per day or £4 4s. per week.
For accommodation only	7s. 6d. per day ..	7s. 6d. per day.
For victualling only	10s. per day ..	10s. per day.
Single-meal rate	3s.

Clause 8: Amend by deleting the words following the word "work," second appearing, leaving the clause to read as follows:—

"(a) *Vessels out of Commission.*—If while a vessel is laid up for repairs the employers retain the services of any engineer for any work in connection with the ship, such engineer shall be entitled to sea-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 7 hereof for the time he is actually engaged in such work.

Add to clause 16, subclause (a): Where an engineer is called upon to perform duties connected with the cleaning of boilers and furnace repairs on a Sunday or holiday for which seamen under his charge are receiving waterside workers' rate of pay, he shall be paid 7s. 6d. per hour in lieu of overtime."

Clause 20: Amend as follows: "The two general orders made under the Rates of Wages Emergency Regulations 1940, and dated 9th August, 1940, and 31st March, 1942, respectively, shall be deemed to be incorporated in this agreement and shall have effect according to their tenor."

Clause 22: Amend as follows: "This agreement shall be deemed to have come into force on the 1st day of August, 1945, and shall continue in force until the 1st day of February, 1946."

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

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

ALEX TOUGH, President.
W. SOMMIVILLE, Secretary.

For the New Zealand Shipowners' Federation, acting as agents for the employers—

J. HOLM, President.

G. H. NORMAN, Secretary.

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 17th day of October, 1945.
