

NORTHERN, WELLINGTON, AND OTAGO AND SOUTHLAND
SEAMEN.—INDUSTRIAL AGREEMENT

In the Court of Arbitration of New Zealand.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement, made on the 10th day of December, 1946, between the Federated Seamen's Union of New Zealand Industrial Association of Workers and the Anchor Shipping and Foundry Co., Ltd., Nelson, and others.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided, further, that no such industrial 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 industrial agreement made on the 10th day of December, 1946, between the Federated Seamen's Union of New Zealand Industrial Association of Workers, of the one part, and the Anchor Shipping and Foundry Co., Ltd., Nelson, 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 industrial agreement for the purposes of the said regulations.

Dated this 13th day of December, 1946.

[L.S.]

A. TYNDALL, Judge.

NORTHERN, WELLINGTON, AND OTAGO AND SOUTHLAND SEAMEN.—
INDUSTRIAL AGREEMENT

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 10th day of December, 1946, between the Federated Seamen's Union of New Zealand Industrial Association of Workers (hereinafter called "the union"), of the one part, and—

Anchor Shipping and Foundry Co., Ltd., Nelson
Canterbury Steam Shipping Co., Ltd., Christchurch
Frankham, A. G., Ltd., 20 Fanshawe Street, Auckland
Holm and Co., Ltd., Wellington
Union Steam Ship Co. of N.Z., Ltd., Wellington
Westport Coal Co., Ltd., Dunedin

(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 award dated 11th December, 1940, and recorded in the 40 Book of Awards 2113–2146, as amended by the underwritten amendments, additions, and alterations, shall be deemed to have come into force on the 10th day of December, 1946, and shall continue in force until the 28th day of February, 1947.

Clause 8: Overtime

"For all labour over the hours of labour and for all work on Sundays at sea or in port a seaman shall be entitled to overtime payment at the rate of 3s. 4d. per hour, except as otherwise provided in the award. Except where otherwise provided, the minimum payment for overtime to be half an hour, after which actual time is to be paid. The time shall count from when the seaman is called on duty until he is released from attendance, inclusive of any time standing by."

Clause 13: Hours of Labour at Sea

Subclause (k): The reference to Sundays to be deleted.

Clause 22: Sunday Sailings and Sundays at Sea

Delete subclauses (a), (b), (d), (e), and (f).

Retain subclauses (c), (g), and (h); but in (g) delete the words "and (d)."

Clause 23: Excursions

Subclauses (a) and (b): The reference to Sundays to be deleted.

Clause 26: Weekly Time Off

Add a new subclause (e):—

"In addition to the foregoing, each seaman shall be entitled to leave of absence from his ship for an additional period equivalent to four working-hours for each week he has been employed or to receive payment in terms of subclauses (a) and (d) hereof. The master may give such time off at any of the following ports: Auckland, Onehunga, Gisborne, Napier, Wellington, Lyttelton, Timaru, Oamaru, Port Chalmers, Dunedin, Bluff, Nelson, Picton, Wanganui, New Plymouth,

Westport, Greymouth, Suva, San Francisco, San Pedro, Vancouver, Newcastle, Sydney, Hobart, Melbourne, Adelaide, Brisbane, or Fremantle, or any other port agreed to between the master and the seaman.

“Saturday afternoon in any of the above-named ports shall count as a period of four working-hours off: Provided that for all work performed in port on Saturday afternoon overtime rate shall be paid, and further provided that if the vessel is timed to sail after noon on Saturday from Greymouth or Westport, Saturday afternoon shall not be granted as a period of time off.”

It is further mutually agreed by the parties hereto that the decision of the disputes committee dated 6th April, 1945, shall be cancelled in so far as it relates to a ship in port on Saturday afternoon.

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

For the Federated Seamen's Union of New Zealand Industrial Association of Workers—

F. P. WALSH, President.

F. NEWFIELD, Secretary.

Witness to the signature of the Federated Seamen's Union of New Zealand—D. MacLeod.

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

S. HOLM, President.

G. H. NORMAN, Secretary.

Witness to the signature of the New Zealand Shipowners' Federation—N. R. Muir.