

NEW ZEALAND COOKS AND STEWARDS (COASTAL SHIPPING COMPANIES).—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 Cooks and Stewards 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 Cooks and Stewards 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.

NEW ZEALAND COOKS AND STEWARDS (COASTAL SHIPPING COMPANIES).—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 Cooks' and Stewards' 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
 Dunedin and Wanganui Shipping Co., Ltd., care of
 S. Holm and Co., Ltd., Wellington
 Eckford and Co., Ltd., Blenheim

Gisborne Sheep-farmers' Frozen Meat and Mercantile
Co., Ltd., Gisborne

Holm Shipping Co., Ltd., Wellington

Richardson and Co., Ltd., Napier

South Taranaki Steamship Co., Ltd., Patea

Watchlin, Captain, care of Northern Steamship Co.,
Ltd., Auckland

(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 the award dated 13th May, 1940, and recorded
in the Book of Awards, Volume 40, pages 513-530, 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 6: Excursions

Delete the words "Sunday or."

Clause 7: Sundays and Holidays

Delete subclauses (a) and (b).

Amend subclause (c) by the deletion of "Sunday or" in
the first paragraph and insertion of "on a Sunday or holiday"
after "8 a.m." appearing in the first line of the second
paragraph.

In subclause (e) delete reference to "Sunday."

Retain subclauses (d), (f), (g), and (h); add a new
subclause (i) reading as follows:—

"For all work on Sunday at sea, or in port a worker shall
be entitled to overtime payment at the rates provided in
clause 2 hereof, except as otherwise provided in this award."

Clause 9: Weekly Time off

Add a new subclause (f):—

"(i) In addition to the foregoing, each worker shall be
entitled to leave of absence from his ship for an additional
period equivalent to four consecutive 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 Pedro, San

Francisco, Vancouver, Newcastle, Sydney, Hobart, Melbourne, Adelaide, Brisbane, or Fremantle, or any other port agreed to between the master and the worker.

“(ii) After 12 noon on Saturday spent in any of the above-named ports, Saturday afternoon shall count as a half-day off: Provided that for all work performed that day in excess of four hours, overtime rates shall be paid.”

Clause 16: Shore-pay

The definition of “ordinary time” to be amended by deletion of the words “and 8 a.m. to 12 noon on Saturdays,” and the paragraph following to be amended by insertion of the words “Saturdays after noon” between the words “except on” and “Sundays.”

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

For the Federated Cooks and Stewards of New Zealand Industrial Association of Workers—

J. D. MURDOCH, President.

W. A. FOX, Secretary.

Witness to the signature of the Federated Cooks and Stewards of New Zealand Industrial Association of Workers—
J. Herlihy.

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

S. HOLM, President.

G. H. NORMAN, Secretary.

Witness to the signature of the New Zealand Shipowners' Federation—B. Hodge.