

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

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the agreement made on the 24th day of February, 1947, between the New Zealand Merchant Service Guild Industrial Union of Workers and the New Zealand Institute of Marine and Power Engineers, and the Union Steam Ship Co. of New Zealand, Ltd.

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 provided, further, 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 24th day of February, 1947, between the New Zealand Merchant Service Guild Industrial Union of Workers and the New Zealand Institute of Marine and Power Engineers, of the one part, and the Union Steam Ship Co. of New Zealand, Ltd., 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 for the purposes of the said regulations.

Dated this 10th day of March, 1947.

[L.S.]

A. TYNDALL, Judge.

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 24th day of February, 1947, 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, per Calendar Month.			Engineer, per Calendar Month.		
	£	s.	d.	£	s.	d.
S.s. "Terawhiti" ..	38	17	3	38	17	3
S.s. "Natone" ..	34	2	3	32	12	3

Increase in Rates of Remuneration

2. All rates of remuneration, including time and piece wages and overtime and any other special payments, provided for in this agreement shall be increased to the extent and in the manner prescribed by the two general orders of the Court made under the Rates of Wages Emergency Regulations 1940, and dated the 9th August, 1940, and the 31st March, 1942, respectively.

Hours of Labour

3. Except in cases of work for the safety of the tug, 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).

Overtime

4. Except in cases of work for the safety of the tug, 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 ..	5	2½
(b) For outside work ..	6	3½

Sundays and Holidays

5. All work on Sundays and holidays to be paid for at the appropriate overtime rate as fixed by clause 4 hereof for time actually worked, with a minimum of four hours.

Should the masters and/or engineers be called out from their homes for a job on Saturday afternoon or evening, a minimum of three hours shall be payable at overtime rates.

Holidays

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

Annual Leave

7. After twelve months' continuous service, leave of absence on full pay once in each year of their service shall be allowed to masters and engineers for a continuous period of twenty-one days.

Salvage Work

8. 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 (Inc.) covering vessels of similar tonnage and nominal horse-power.

Search Work

9. 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 5s. 4d. 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

10. 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

11. 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

12. 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

13. "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

14. This agreement shall come into force as and from the 24th day of February, 1947, and shall continue in force until the 31st day of August, 1947.

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

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

[L.S.]

Witness—Howard Pike.

T. H. DAVIS, President.

W. R. WILLIAMS, Secretary.

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

[L.S.]

Witness—H. McDougall.

A. TOUGH, President.

W. SOMMERVILLE, Secretary.

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

[L.S.]

Witness—K. Belford.

G. G. MCFARLANE.