WELLINGTON HARBOUR BOARD TUGMASTER.—INDUSTRIAL

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 1st day of September, 1947, between the Wellington Harbour Board and the New Zealand Merchant Service Guild Industrial Union of Workers (for Tugmaster).

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 1st day of September, 1947, between the

Wellington Harbour Board, of the one part, and the New Zealand Merchant Service Guild Industrial Union of Workers, 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 23rd day of September, 1947.

[L.S.]

A. Tyndall, Judge.

Wellington Harbour Board Tugmaster.—Industrial Agreement This industrial agreement, made in pursuance of the Industrial Conciliation Act, 1925, this 1st day of September, 1947, between the Wellington Harbour Board (hereinafter called "the Board" or "the employer"), of the one part, and the New Zealand Merchant Service Guild Industrial Union of Workers (hereinafter called "the union"), of the other part, whereby it is mutually agreed by and between the said parties as set out in the following schedule.

SCHEDULE

Scope of Agreement

1. This agreement shall apply to the parties hereto governing wages and conditions of the master of the tug "Toia."

Hours of Work

2. The ordinary hours of work shall not exceed forty-four per week or eight hours per day, to be worked between 6.30 a.m. and 5.30 p.m., Monday to Friday inclusive, and between 6.30 a.m. and noon on Saturday. When called out during the ordinary hours, each call shall count as not less than three hours worked. Breaks of not less than two hours shall not be counted as time off.

Wages

3. The wages shall be at the rate of six hundred and seven pounds (£607) per annum, payable fortnightly.

Overtime

4. (a) All time worked outside of or in excess of the hours prescribed in clause 2 hereof shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b) Sundays and Holidays.—All work performed on Sundays and holidays shall be paid for at double time rate with a minimum of four hours.

Annual Holidays

5. The tugmaster shall, after the completion of each year of service, be entitled to three weeks' holiday on ordinary pay.

Other Holidays

6. In addition to the annual holiday, the following days shall be observed as holidays: New Year's Day, Anzac Day, Anniversary Day, Good Friday, Easter Monday, Labour Day, Sovereign's Birthday, Christmas Day, Boxing Day, and Waterside Workers' Union Picnic Day. In the event of any of the holidays specified above occurring during the period of the annual holiday, such day or days shall be added to the number of days provided herein for the annual holiday.

Work outside "Extended River Limits"

7. When the tug is required to proceed beyond extended-river limits on special duty, the master thereof shall be paid his ordinary salary plus 50 per cent. in lieu of overtime, such special payment to count from time of leaving berth until return thereto, day of departure and return each to be reckoned as a full day.

Transport

8. When required to start or finish work at times outside the spread of hours specified in clause 2 when the usual means of transport is not available, he shall be conveyed to or from his home at the Boards' expense.

Termination of Employment

9. The employment shall be a monthly one and, excepting for conduct justifying summary dismissal, not less than one month's notice of the termination of employment shall be given by either party.

Term of Agreement

10. This agreement shall come into force on the 1st day of September, 1947, and shall continue in force until the 31st day of August, 1949.

Signed on behalf of the Wellington Harbour Board—

W. H. Price, Chairman. N. J. Oliver, Secretary.

Signed on behalf of the New Zealand Merchant Service Guild Industrial Union of Workers—

W. Johnson, President.

W. R. WILLIAMS, Secretary.