

WELLINGTON (UNION STEAM SHIP CO. OF NEW ZEALAND, LTD.) **TUG-BOAT WORKERS.—INDUSTRIAL AGREEMENT**

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 industrial agreement, made on the 19th day of November, 1947, between the Federated Seamen's Union of New Zealand Industrial Association of Workers and the Union Steam Ship Co. of New Zealand, Ltd.

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 19th day of November, 1947, between the Federated Seamen's Union of New Zealand Industrial Association of Workers, 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 industrial agreement for the purposes of the said regulations.

Dated this 28th day of November, 1947.

[L.S.]

A. TYNDALL, Judge.

WELLINGTON (UNION STEAM SHIP CO. OF NEW ZEALAND, LTD.)—**TUG-BOAT WORKERS.—INDUSTRIAL AGREEMENT**

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments this 19th day of November, 1947, between the Federated Seamen's Union of New Zealand Industrial Association of Workers (hereinafter called "the union"), of the one part, and the Union Steam Ship Co. of New Zealand, Ltd., Wellington (hereinafter called "the employers"), of the other part, whereby it is mutually agreed by and between the parties hereto as follows, that is to say:—

## SCHEDULE

*Clause 1: Industry to which Agreement applies*

This agreement shall apply to the deck hands and firemen employed by the Union Steam Ship Co. of New Zealand, Ltd., on tug-boats at Wellington.

*Clause 2: Wages*

The following shall be the minimum rates of wages:—

	Per Week.		
	£	s.	d.
Leading deck hand (when appointed as such) .. .. .	7	2	6
Deck hand .. .. .	7	0	0
Fireman and/or oil-burner .. .. .	7	2	6

*Clause 3: Hours of Work*

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 8 a.m. and 5 p.m. Monday to Friday inclusive.

*Clause 4: Overtime*

*Subclause (a).*—Except as otherwise herein provided, all work done outside or in excess of the daily hours prescribed in clause 3 hereof shall be paid for at the rate of time and a half.

*Subclause (b).*—Time worked between 11 p.m. and 7 a.m. on any day shall be paid for at double time.

*Subclause (c).*—Any worker ordered out from his home to return to work for a job between 6 p.m. and 7 a.m. or on Saturdays shall receive a minimum of three hours' employment or payment equivalent thereto. Any worker ordered out for a job on a Sunday or a holiday shall receive a minimum of four hours' employment or payment equivalent thereto, and should he be called out on a second occasion on the Sunday or holiday he shall receive a minimum of eight hours' employment for the day or payment equivalent thereto.

*Subclause (d).*—Workers ordered back to continue work at 6 p.m. Monday to Friday or at 1 p.m. on Saturday shall be paid 2s. 3d. meal allowance. Where a worker is so ordered back and his work continues beyond 7 p.m. Monday to Friday he shall be paid until 9 p.m., and if beyond 2 p.m. on Saturday he shall be paid until 4 p.m. Where work continues beyond 11 p.m. on any night an allowance of 2s. 3d. shall also be made for supper.

*Clause 5: Travelling-time*

*Subclause (a).*—When seamen are required to proceed to their work on a tug lying at a berth over one and a half miles distant from the usual berth at which the men commence their duties they shall be compensated for travelling by payment of 1s. 6d. per day.

*Subclause (b).*—When a seaman is required to commence or finish work at times outside his ordinary hours of work and when his usual means of transport is not available, he shall be conveyed to and from his home at the employer's expense.

*Clause 6: Meal-hours*

*Subclause (a).*—The recognized meal hours shall be:—

Breakfast	..	7 a.m. to 8 a.m.	
Dinner	..	12 noon to 1 p.m.	
Tea	..	5 p.m. to 6 p.m.	
Supper	..	10 p.m. to 11 p.m.	(where work continues beyond 11 p.m.).

*Subclause (b).*—Workers shall, if required, work during meal-hours and, except for the breakfast hour, shall be paid double time for the portion thereof worked, with a minimum payment of half an hour, but if the half-hour is exceeded, then a full hour shall be paid for. In the case of the breakfast-hour, time and a half shall be payable, except where work has started for the day at 5 a.m. or earlier, in which case it shall be at double time.

*Clause 7: Term of Employment*

*Subclause (a).*—The employment shall be a weekly one, and one week's notice of termination of the employment shall be given by either party, except in the case of drunkenness or misconduct, when the worker may be instantly dismissed.

*Subclause (b).*—Wages shall be paid weekly, not later than Thursday, and in the employer's time.

*Clause 8: Holidays*

The holidays shall be Sundays, New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Seamen's Union picnic day, and for work performed on these days double time shall be paid.

*Clause 9: Annual Holiday*

*Subclause (a).*—On the completion of twelve months' continuous service each seaman shall be entitled to a holiday of two weeks on full pay.

*Subclause (b).*—If a worker is discharged or leaves his employment before his holidays are due, he shall be entitled to a holiday on a *pro rata* basis on the service rendered in that year.

*Clause 10: Boiler Work*

Where a seaman is employed working inside a boiler or furnace or cleaning boiler-tubes he shall be paid 1s. 3d. per hour extra payment, ordinary and overtime, for such work. The minimum payment for such work to be one hour.

*Clause 11: Miscellaneous*

*Subclause (a).*—*Coal-burning Tugs:* A fireman shall be allowed a minimum of one hour to raise steam, a minimum of half an hour for warming up the engine, and a minimum of half an hour to bank fires.

*Subclause (b).*—*Oil-burning Tugs:* A fireman shall report for duty for raising steam at the commencement of operations for the day one hour before the time for which the tug is required.

*Subclause (c).*—Where it is necessary for a fireman to attend on a Sunday or holiday for the purpose of flashing up the boiler he shall receive a minimum of two hours for each occasion on which he is called down.

*Subclause (d).*—One A.B. shall report for duty for the purpose of preparing the tug at the commencement of operations for the day half an hour before the time for which the tug is required.

*Clause 12: Workers to be Members of Union*

The employer shall in the engagement or subsequent employment of seamen on tugs give preference to those members of the Federated Seamen's Union of New Zealand Industrial Association of Workers who are not more than one month in arrears with their subscriptions to the said union.

Should there not be sufficient numbers of such members available when required, then and in such case the employer

may engage or employ other men, conditionally that they shall become and remain members of the said union during the currency of their employment.

The employer may employ any members of the union at work in a tug out of commission, provided such members have served or are to serve on tugs in commission owned by the employer.

*Clause 13: Matters not provided for*

If a dispute shall arise between the parties to this agreement upon any matters arising out of or in connection with the agreement and not specifically dealt with therein, it shall be referred to a committee comprised of two representatives of the union, and two representatives of the employers, who shall appoint an independent chairman for decision. The decision of a majority of this committee shall be binding, except that any party adversely affected thereby shall have the right, within fourteen days after the decision is given, to appeal against the decision to the Court of Arbitration, which may amend the decision in any way as, after hearing the parties, it may consider necessary or desirable.

*Clause 14: Scope of Agreement*

This agreement shall apply to tug boats owned and operated by the Union Steam Ship Co. of New Zealand, Ltd., at Wellington.

*Clause 15: Term of Agreement*

This agreement, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of October, 1947, and in so far as other terms and conditions are concerned it shall come into force on the day of the date hereof, and shall continue in force until the 30th day of September, 1949.

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

[L.S.]

F. P. WALSH, President.  
F. NEWFIELD, Secretary.  
D. MACLEOD, Witness.

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

[L.S.]

G. G. McFARLANE,  
K. BELFORD, Witness.