

AUCKLAND **MARINE ENGINEERS.**—AGREEMENT UNDER  
LABOUR DISPUTES INVESTIGATION ACT, 1913

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the agreement made on the 10th day of April, 1947, between the Northern Steam Ship Co., Ltd., and others, and the New Zealand Institute of Marine and Power Engineers (Incorporated), Auckland Branch.

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 10th day of April,

1947, between the Northern Steam Ship Co., Ltd., and others, of the one part, and the New Zealand Institute of Marine and Power Engineers (Incorporated), Auckland Branch, 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 21st day of April, 1947.

[L.S.]

A. TYNDALL, Judge.

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AUCKLAND MARINE ENGINEERS.—AGREEMENT UNDER LABOUR  
DISPUTES INVESTIGATION ACT, 1913

THIS agreement, made in pursuance of the Labour Disputes Investigation Act, 1913, this 10th day of April, 1947, between—

The Northern Steam Ship Co., Ltd.  
A. G. Frankham, Ltd.  
Wilson's (N.Z.) Portland Cement, Ltd.  
Winstone Ltd.  
J. J. Craig, Ltd.  
Aspden Shipping Co., Ltd.  
Parry Bros., Ltd.  
Captain H. E. Parry.  
Captain J. M. Hall.  
Hall and Co., Ltd.  
J. Carey and Co.  
A. W. Bryant, Ltd.

(hereinafter referred to as "the employers"), of the one part, and the New Zealand Institute of Marine and Power Engineers, Incorporated, Auckland Branch (hereinafter called "the institute"), of the other part, whereby it is mutually agreed by and between the parties hereto as follows:—

1. The terms, conditions, stipulations, and provisions contained and set out in agreement dated 16th day of May, 1946, and approved for the purpose of the Economic Stabilization Emergency Regulations 1942 by the Court of Arbitration on 10th September, 1946 (46 Book of Awards 1243), as amended by the underwritten amendments, conditions, and alterations,

shall be deemed to have come into force on the 10th day of December, 1946, and shall continue in force until 16th May, 1947.

*Clause 1 (a).*—Delete the reference to sand and shingle vessels, and substitute:—

*“ Sand and Shingle Vessels—*

|                        | Sole Engineer. |    |    |
|------------------------|----------------|----|----|
|                        | £              | s. | d. |
| “ Brake Horse-power.   |                |    |    |
| “ 60 and under .. .. . | 22             | 0  | 0  |
| “ 61 to 100 .. .. .    | 24             | 0  | 0  |
| “ Over 100 .. .. .     | 26             | 0  | 0  |

“ In lieu of overtime and restriction of hours, payment per trip over and above monthly rates shall be made as follows:—

|  | £ | s. | d. |
|--|---|----|----|
| “ From Parengarenga to all ports ..                                  | 3 | 15 | 0  |
| “ From the Port of Auckland to Parengarenga or beyond East Cape      | 3 | 15 | 0  |
| “ From Auckland to beyond Whangapoua .. .. .                         | 2 | 5  | 0  |
| “ From Auckland to Whangarei or Portland .. .. .                     | 2 | 0  | 0  |
| “ From Auckland to beyond a direct line from Takatu to Cape Colville | 1 | 15 | 0  |
| “ Inside that line and outside harbour limits .. .. .                | 1 | 2  | 6  |
| “ Inside harbour limits .. .. .                                      | 0 | 16 | 6  |

“ In all cases where a vessel takes a load from one port to another, full ‘trip-money’ shall be paid. For part loads over 50 per cent., full ‘trip-money’ shall be paid. For part loads under 50 per cent., half ‘trip-money’ shall be paid. For part loads under 25 per cent., quarter ‘trip-money’ shall be paid.

“ When explosives are being loaded or unloaded an additional one shilling and threepence (1s. 3d.) per hour shall be paid.”

*Clause 5.*—Delete existing clause, and substitute:—

“(a) *Saturdays.*—In addition to his ordinary pay, each engineer shall be entitled to one-eighth of a day’s sea-pay for each ordinary hour of duty performed on Saturdays in port or at sea: Provided, however, that engineers may be granted

time off at their home port in lieu of the above payments or such time allowed to accumulate and be added to the annual leave.

“(b) *Saturdays*.—Where a sole engineer is carried he shall receive overtime for work performed at sea on Saturday on the basis of one hour’s overtime for every three hours spent at sea. For work performed in port on a Saturday a sole engineer shall receive one-eighth of a day’s sea-pay for each ordinary hour of duty performed: Provided, however, that engineers may be granted time off at their home port in lieu of the above payments or such time allowed to accumulate and be added to the annual leave.”

*Clause 6*.—Delete subclause (b), and substitute:—

“(b) *At Sea*.—For all work at sea on Sundays overtime rate to be paid.”

(d) In subclause (d) delete the words “Sundays or.”

Add subclause (k):—

“(k) Where a sole engineer is carried he shall receive overtime for work performed at sea on Sunday on the basis of one hour’s overtime for every three hours spent at sea.”

*Clause 22*.—Add “6 (k).”

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

For the Northern Steam Ship Co., Ltd.—

S. J. HEWITT.

For A. G. Frankham, Ltd.—

A. G. FRANKHAM.

For Wilsons (N.Z.) Portland Cement, Ltd.—

E. W. TAYLOR.

For the Auckland Scowowners’ Association—

J. L. HANNA, President.

W. E. ANDERSON, Secretary.

For the N.Z. Institute of Marine and Power Engineers, Incorporated, Auckland Branch—

J. H. STEAD, President.

A. R. DOUGLAS, Secretary.

NOTE.—This agreement, made under the Labour Disputes Investigation Act, 1913, was filed with the Clerk of Awards, Auckland, pursuant to section 8 (1) of the said Act, on the 24th day of April, 1947.