

UNION STEAM SHIP CO. OF NEW ZEALAND, LTD., **MARINE
ENGINEERS AND ELECTRICIANS.**—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 5th day of March, 1947, between the Union Steam Ship Co. of New Zealand, Ltd., Wellington, and the New Zealand Institute of Marine and Power Engineers (Incorporated).

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 5th day of March, 1947, between the Union Steam Ship Co. of New Zealand, Ltd., Wellington, of the one part, and the New Zealand Institute of Marine and Power Engineers (Incorporated), 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 1st day of April, 1947.

[L.S.]

A. TYNDALL, Judge.

UNION STEAM SHIP CO. OF NEW ZEALAND, LTD., MARINE ENGINEERS AND ELECTRICIANS.—AGREEMENT UNDER LABOUR DISPUTES INVESTIGATION ACT, 1913

THIS agreement, made in pursuance of the Labour Disputes Investigation Act, 1913, this 5th day of March, 1947, between the Union Steam Ship Co. of New Zealand, Ltd., Wellington (hereinafter called "the employers."), of the one part, and the New Zealand Institute of Marine and Power Engineers (Incorporated), (hereinafter called "the Institute"), of the other part, witnesseth that it is hereby mutually agreed by and between the said parties as follows:—

The terms, conditions, stipulations, and provisions contained and set out in the agreement under the Labour Disputes Investigation Act, 1913, dated 1st day of May, 1946, and recorded in Book of Awards, Vol. 46, page 365, as amended by the undermentioned amendments and additions and alterations, shall be deemed to have come into force on the 1st day of January, 1947, and shall continue in force until the 30th day of April, 1947.

Clause 2: Hours of Work, Time off, Sundays, and Holidays

(a) Except as hereinafter provided, the time of duty in port or at sea, or partly in port and partly at sea, shall not be more than eight hours in a day, exclusive of meal-hours.

(b) The hours of duty in port shall be between 7 a.m. and 5 p.m.

(c) Should an engineer or electrician be on duty for twenty-four hours consecutively, he shall have eight hours off duty for rest, and such eight hours shall not be counted as time off under clause 2 (e) hereof: Provided that if the ship leaves port before the eight hours off duty are completed such time off duty shall cease when sea-watches are set.

(d) The foregoing subclauses shall not apply to Chief Engineers.

(e) (i) As recompense for hours worked in excess of forty per week or any other hours of duty not otherwise compensated for, including Sundays and holidays which are not otherwise compensated for by clause 3 hereof, each Chief Engineer shall be paid the sum of £7 5s. per month (or a proportionate part in case of service for less than a month) and all other engineers and electricians the sum of £5 per month (or a proportionate part in case of service for less than a month).

In computing the amount payable to an engineer or electrician under this paragraph time served ashore under clause 9, while his vessel is laid up for repairs or overhaul or while on annual leave, shall be included as part of his service.

(ii) In addition, whenever possible, two periods of twenty-four consecutive hours off duty once in every calendar month shall be allowed to each engineer and to each electrician, and, if practicable, these intervals shall be given in the engineer's or electrician's home port or in one of the principal ports: Provided that such time off may be given at other ports if the engineer or electrician shall request, and the Chief Engineer agree, to the time off being given at such other port: Provided, further, that should such periods of twenty-four hours be not given in any month they may accumulate from month to month, and the time so accumulated be given at a time or times to be mutually arranged between the engineer or electrician and his employer.

(f) On Sundays and holidays at sea engineers or electricians on day-work shall be free from duty other than customary routine work or work rendered necessary by a breakdown of any part of the machinery or electrical plant or fittings.

Clause 3: Overtime

(a) (i) For all duty (other than as elsewhere herein provided) over the time of duty, or for all duty outside the hours of duty in port, or for all duty in port after midday on Saturday when not on sea-watches, or for all duty in port on Sundays or holidays (other than for ship-keeping) an engineer (other than a Chief Engineer) or electrician shall be entitled to overtime payment at the rate of time and a half. The rate per hour is to be ascertained for the purpose of overtime payments by dividing the monthly rate by 168 with a minimum overtime rate of 3s. 8d. per hour.

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

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

ALEXANDER TOUGH, President.

W. SOMMERVILLE, Secretary.

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

G. G. McFARLANE.

Witness to the above signatures—F. W. Skeet.

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