

AUCKLAND HARBOUR BOARD CHIEF ENGINEER AND DREDGE-MASTER (DREDGE "HAPAI").—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 12th day of August, 1948, between the New Zealand Institute of Marine and Power Engineers (Incorporated), Auckland Branch, and the Auckland Harbour Board.

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 12th day of August, 1948, between the New Zealand Institute of Marine and Power Engineers (Incorporated), Auckland Branch, of the one part, and the Auckland Harbour Board, 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 23rd day of August, 1948.

[L.S.]

A. TYNDALL, Judge.

AUCKLAND HARBOUR BOARD CHIEF ENGINEER AND DREDGE-MASTER (DREDGE "HAPAI").—AGREEMENT UNDER LABOUR DISPUTES INVESTIGATION ACT, 1913

THIS industrial agreement is made pursuant to the Labour Disputes Investigation Act, 1913, this 12th day of August, 1948, between the New Zealand Institute of Marine and Power Engineers (Incorporated) Auckland Branch (hereinafter called "the institute") of the one part, and the Auckland Harbour Board (hereinafter called "the employer") 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 the wages and conditions of work of the Chief Engineer and Dredgemaster of the bucket ladder dredge "Hapai."

Hours of Work

2. The ordinary hours of work shall not exceed forty per week or eight per day to be worked between 8 a.m. and 5 p.m. Monday to Friday inclusive.

If necessary, shifts of not less than eight consecutive hours on five days of the week may be worked.

Wages

3. The wages shall be at the rate of £10 19s. 6d. per week.

Overtime

4. (a) All time worked outside 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 in any one day and double time thereafter.

(b) When the Chief Engineer and Dredgemaster is ordered back to work overtime he shall be paid a minimum of three hours at the appropriate rate.

(c) When the Chief Engineer and Dredgemaster is required to work overtime after 6 p.m. on Monday to Friday inclusive, or after 1 p.m. or 6 p.m. on Saturday or Sunday he shall be paid the sum of 2s. meal money.

(d) *Fractional Time.*—The overtime rates, in the case of incomplete hours, shall be apportionable per half-hour, provided that any fraction of a half-hour shall be paid for as a complete half-hour.

(e) Overtime orders may be cancelled without any payment being incurred.

Annual Holidays

5. The officer covered by this agreement shall, after the completion of each year of service, be entitled to two weeks' holiday on ordinary pay.

In the event of any of the holidays specified in clause 6 hereof occurring during the period of annual holidays, such day or days shall be added to the annual holiday.

Other Holidays

6. The holidays throughout the year shall be, New Year's Day, Anzac Day, Provincial Anniversary Day, Good Friday, Easter Monday, Labour Day, Sovereign's Birthday, Boxing Day, and the Harbour Board's Employees' Union Picnic Day. If any of these holidays shall be observed on any other day than that on which it falls, the provisions of this agreement shall apply to such other day instead of the original day.

Transport

7. When required to start or finish work outside the hours specified in clause 2 hereof, when the usual means of transport is not available, the officer concerned shall be conveyed to or from his home at the employer's expense.

Termination of Employment

8. 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.

Settlement of Disputes

9. In the event of a dispute arising upon any matter, whether referred to in this agreement or not, affecting engineers covered by this agreement the point in dispute shall be referred to three representatives of the employers and three representatives of the employees, for settlement. Should they 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.

Term of Agreement

10. This agreement shall come into force on the 1st day of August, 1948, and shall continue in force until the 31st day of July, 1950.

Signed on behalf of the New Zealand Institute of Marine and Power Engineers (Incorporated) Auckland Branch—

H. V. LESTER, President.

A. R. DOUGLAS, Secretary.

Signed on behalf of the Auckland Harbour Board—

JAMES WELLING, Chairman.

A. N. TAYLOR, Secretary.

NOTE.—This agreement, made under the Labour Disputes Investigation Act, 1913, was filed with the Clerk of Awards at Auckland, pursuant to section 8 (1) of the said Act, on the 25th day of August, 1948.