

**WAIHEKE PASSAGE SERVICE, LTD., DECK HANDS AND
FIREMEN.—INDUSTRIAL AGREEMENT**

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 industrial agreement made on the 23rd day of July, 1948, between the Auckland Federated Seamen's Industrial Union of Workers and the Waiheke Passage Service, 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 23rd day of July, 1948, between the Auckland Federated Seamen's Industrial Union of Workers, of the one part, and the Waiheke Passage Service, 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 17th day of August, 1948.

[L.S.]

A. TYNDALL, Judge.

WAIHEKE PASSAGE SERVICE, LTD., DECK HANDS AND FIREMEN.—
INDUSTRIAL AGREEMENT

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 23rd day of July, 1948, between the Auckland Federated Seamen's Industrial Union of Workers (hereinafter called "the union") of the one part, and the Waiheke Passage Service, Limited (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:—

1. That the terms, conditions, stipulations and provisions contained and set out in the schedule hereto shall be binding upon the said parties and shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. That the said parties hereto shall respectively do, observe and perform every matter and thing in this agreement and by the said terms, conditions, stipulations and provisions respectively required to be done, observed and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations and provisions, but shall in all respects abide by and perform the same.

SCHEDULE

		Per Week.		
1. <i>Wages</i>		£	s.	d.
Deck hands	6	16	8
Firemen	6	16	8

2. *Hours of Work*

(a) For the purpose of computing hours of work, a week shall be deemed to commence and finish at midnight Sunday-Monday.

(b) When a vessel leaves Auckland and returns the same day, time shall count for all time employed from the commencement of work at Auckland to completion of work for the day after return to Auckland.

(c) Ordinary hours of work shall not exceed forty hours in any week or nine hours in any day. The day's work shall be worked within a span of ten hours. Ordinary hours may be worked on any five of the seven days of the week, to be rostered as far as is practicable.

(d) Ordinary hours worked on Saturday shall be paid for at half rates in addition to the weekly wage.

(e) Ordinary hours worked on Sunday shall be paid for at ordinary rates in addition to the weekly wage.

3. *Overtime*

(a) Time worked in excess of the hours stated in clause 2 hereof shall be paid for at the rate of time and a half, provided that all overtime worked between the hours of midnight and 6 a.m. shall be paid for at the rate of double time. Time worked on Saturday, when Saturday is not one of the worker's ordinary working days, shall be paid for at the rate of time and a half. Time worked on Sunday when Sunday is not one of the worker's ordinary working days shall be paid for at the rate of double time.

(b) When ordered back for a special trip a minimum of three hours' overtime shall be paid.

4. *Holidays*

(a) If a holiday falls on a worker's ordinary working day and the worker is required to work, he shall be paid for time worked at ordinary rate in addition to his weekly wage. If a holiday falls on a worker's day off and the worker is required to work, he shall be paid for time worked at the rate of double time in addition to his weekly wage.

(b) The holidays referred to in this clause are New Year's Day, Anniversary Day, Anzac Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day and Seamen's Union Day, the last named to be observed on the same day as the Waterside Workers' Picnic Day.

5. *Minimum Times*

(a) A minimum of three hours at the appropriate rate shall be paid for a call out for overtime, Monday to Friday, and a minimum of four hours on Saturdays, Sundays and any of the holidays referred to in clause 4 hereof.

(b) Working time shall include all time actually on duty unless released from attendance. No worker shall be deemed to be released from attendance for any period of less than four hours. This shall not apply to evening labour trips to Chelsea.

6. *Meals*

All meals to be supplied by the company whilst the vessel is away from Auckland, and when overtime is to be worked after 6.30 p.m. at Auckland, provided that when meals are not supplied at Auckland as above provided, the sum of 2s. 6d. for each meal shall be paid.

7. *Annual Holidays*

Annual holidays shall be granted in accordance with the provisions of the Annual Holidays Act 1944.

8. *Bed, Linen and Blankets, &c.*

When workers are required to sleep on board, all bedding, linen and blankets shall be provided by the employer.

Clean towels and soap shall be provided by the employer to each member of the crew.

9. *Extra Trips*

When "Tangaroa" makes an extra trip in one day, or proceeds beyond Rocky Bay, returning the same day, a relieving fireman is to be employed for the extra trip. If no relieving fireman is available, the fireman making the extra trip shall be paid a minimum of six hours' overtime.

10. *Overhaul and Slip Work*

When a vessel is under overhaul or on the slipway and deck hands and/or firemen are required to perform work for which extra payment is provided under other awards or industrial agreements, they shall be paid an additional rate of 4s. for each day or part thereof that they are employed at such work.

11. *Termination of Engagement*

Engagements may be terminated on either side by giving twenty-four hours' notice.

12. *Preference*

The employer shall, in the engagement or subsequent employment of deck hands or firemen, give preference to those members of the union who are not more than one month in arrear with their subscription to the union.

Should there not be a sufficient number 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 union during the currency of their employment.

13. *Term of Agreement*

This agreement shall come into force on the 5th day of July, 1948, and shall continue in force until the 30th June, 1950.

In witness whereof these presents have been executed this 26th day of July, 1948.

Signed on behalf of the Auckland Federated Seamen's Industrial Union of Workers—

R. G. WATSON.
L. H. GUILLARD.
T. F. ANDERSON.

Signed on behalf of the Waiheke Passage Service, Limited—

P. S. WALLIS.
J. C. SMITH.