

UNION STEAM SHIP CO. OF NEW ZEALAND, LTD.,  
WELLINGTON, **STEAM-TUG ENGINEERS.**—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 17th day of November, 1948, between the New Zealand Institute of Marine and Power Engineers (Incorporated), and the Union Steam Ship Co. of New Zealand, Ltd., Wellington.

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 17th day of November, 1948, between the New Zealand Institute of Marine and Power Engineers (Incorporated), of the one part, and the Union Steam Ship Co. of New Zealand, Ltd., Wellington, 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 24th day of November, 1948.

[L.S.]

A. TYNDALL, Judge.

UNION STEAM SHIP COMPANY OF NEW ZEALAND, LIMITED,  
WELLINGTON, **STEAM-TUG ENGINEERS.**—AGREEMENT UNDER  
LABOUR DISPUTES INVESTIGATION ACT, 1913.

THIS agreement made in pursuance of the Labour Disputes Investigation Act, 1913, this 17th day of November, 1948, between the New Zealand Institute of Marine and Power Engineers (Incorporated) (hereinafter called "the employees") of the one part, and the Union Steam Ship Company of New Zealand, Limited, Wellington (hereinafter called "the employers"), of the other part, witnesseth that it is hereby mutually agreed by and between the said parties that the

following rates of wages and conditions of employment shall apply to the engineers of the steam-tugs "Tapuhi" and "Taioma":—

#### SCHEDULE

##### 1. *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.

##### 2. *Overtime*

(a) All time worked outside or in excess of the hours prescribed in clause 1 hereof shall be paid for at the rate of 7s. 9½d. per hour, except for time worked on Sundays or holidays which shall be at the rate of 10s. 5d. per hour.

(b) An engineer called out from his home for a job between 7 p.m. and 6 a.m. or on Saturdays shall receive a minimum of three hours' employment or payment equivalent thereto, and if on Sundays or holidays 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.

(c) Engineers required to continue work after 6 p.m. Monday to Friday, or after 1 p.m. on Saturday, shall be paid 2s. 3d. meal allowance. Where work is to continue beyond 11 p.m. on any night an allowance of 2s. 3d. shall also be made for supper.

(d) Where it is necessary for an engineer 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.

##### 3. *Annual Leave*

Tug engineers shall receive three weeks' annual leave on full pay.

##### 4. *Other Holidays*

In addition to their annual holidays the following days shall be observed as holidays: New Year's Day, Anzac Day, Anniversary Day, Good Friday, Easter Monday, Labour Day, Sovereign's Birthday, Christmas Day, Boxing Day.

In the event of any of the holidays specified above occurring during the period of the annual holiday such day or days shall be added to the number of days provided herein for the annual holiday.

#### 5. *Work Outside Extended River Limits*

When the tugs are required to proceed beyond extended river limits on special duty, engineers of tugs shall be paid their ordinary salary plus 50 per cent. in lieu of overtime, such special payment to count from date of leaving berth until returning thereto, day of departure and return each to be reckoned a full day: Provided however, that for any Saturday and/or Sunday which may occur during the period a tug is on special duty such officers shall be allowed a day off for each such Saturday or Sunday, or part thereof, or shall be paid an extra day's pay at sea rate for each such day or part thereof.

#### 6. *Uniform Trimmings*

Should the engineer requisition for uniform trimmings the company shall supply same free of cost, but not more often than once in eighteen months.

#### 7. *Wages*

The rates of wages shall be as follows:—

		Per Calendar Month.		
		£	s.	d.
S.s. "Tapuhi"	.. ..	45	1	8
S.s. "Taioma"	.. ..	45	1	8

#### 8. *Meal Hours*

(a) The recognized meal hours shall be:—

Breakfast: 7 a.m. to 8 a.m. (where work commences at 5 a.m. or earlier).

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 is to continue beyond 11 p.m.).

(b) Engineers shall, if required, work during meal hours and shall be paid overtime for such work with a minimum payment of half an hour but if the half-hour is exceeded then a full hour shall be paid for.

#### 9. *Vessels Under Overhaul*

When doing overhaul work on board a tug out of commission the engineer shall be paid an additional 2s. per day dirt money.

### 10. *Transport*

(a) When required to start or finish work at times when the usual means of transport is not available engineers of tugs shall be conveyed to or from their homes at the company's expense.

(b) When an engineer is required to proceed to his work on a tug lying at a berth over one and a half miles distant from the usual berth at which the engineer commences duty he shall be compensated for travelling by payment of 1s. 6d. per day.

### 11. *Termination of Employment*

The employment shall be a monthly one and, excepting for conduct justifying a summary dismissal, not less than one month's notice of the termination of employment shall be given by either party.

### 12. *Interpretation*

In the event of any question arising upon any matter, whether referred to in this agreement or not, affecting engineers covered by this agreement, the question (if not settled by mutual arrangement between the particular employer and employee concerned) shall be referred to a committee consisting of two representatives of the employers and two representatives of the employees for settlement. Should this 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.

### 13. *Preference*

Preference of employment shall at all times be given to members of the New Zealand Institute of Marine and Power Engineers (Incorporated) so far as engineers of the tugs named herein are concerned.

### 14. *Term of Agreement*

This agreement 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 New Zealand Institute of Marine and Power Engineers (Incorporated) Wellington Branch—

A. L. OGILVY, President.

W. SOMMERVILLE, Secretary.

Witness—A. R. Douglas.

For the Union Steam Ship Company of New Zealand,  
Limited—

K. BELFORD.

Witness—T. A. Tarrant.

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 26th day of November, 1948.

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