

WAIHEKE PASSAGE SERVICE, LTD., **MASTERS.**—
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 14th day of January, 1948, between the Waiheke Passage Service, Ltd., and the New Zealand Merchant Service Guild Industrial Union of Workers.

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 14th day of January, 1948, between the Waiheke Passage Service, Ltd., of the one part, and the New Zealand Merchant Service Guild Industrial Union of Workers, 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 5th day of May, 1948.

[L.S.]

A. TYNDALL, Judge.

WAIHEKE PASSAGE SERVICE, LTD., MASTERS.—INDUSTRIAL
AGREEMENT

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments this 14th day of January, 1948, between the New Zealand Merchant Service Guild Industrial Union of Workers (hereinafter called "the union") of the one part and the Waiheke Passage Service Ltd. (hereinafter called "the employers") of the other part, that is to say:—

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

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by 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 the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

SCHEDULE

1. *Application of Agreement*

This agreement shall apply to masters in vessels exclusively employed by the Waiheke Passage Service Ltd. in their present trade, and to any other parties added by application to the Arbitration Court.

2. *Wages*

The minimum rates of wages for masters shall be £9 13s. 3d. per week.

3. *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 time of commencing work at Auckland to completing for the day after return to Auckland.

(c) The 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. The ordinary hours may be worked on any five of the seven days of the week.

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

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

4. *Overtime*

Time worked in excess of the hours mentioned in clause (3) 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 and 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.

5. *Statutory Holidays*

All time worked on holidays shall be paid for at double time. The holidays referred to in this clause are New Year Day, Good Friday, Easter Monday, Labour Day, the birthday of the reigning Sovereign, Christmas Day, Boxing Day, Anniversary Day and Anzac Day.

6. *Meals*

All meals to be supplied by the company away from Auckland and when overtime is to be worked in Auckland.

7. *Annual Holidays*

Three weeks annually on full pay.

8. *Bed, Linen, Blankets*

To be supplied.

9. *Overalls and Uniform*

Overalls to be supplied. If uniform is required to be worn, to be supplied by the owners.

10. *Working Cargo*

All time engaged in loading or discharging cargo to be paid for at two shillings (2s.) per hour in addition to their ordinary wages.

11. *Coaling*

Where a master is required to coal ship cargo rates shall be paid.

12. *Meal Hours*

One hour to be allowed for each meal in Auckland. Any curtailing of meal hour to be paid for at double rates. The time allowed for meals: dinner, 11.30 to 1.30 p.m.; tea, 4.30 to 6.30 p.m.

13. *Sick/Accident Compensation*

To be applied, provided that the sickness or accident occurs while in the service of the company and is not the fault or neglect of the individual.

14. *Termination of Employment*

One week on either side.

15. *Term of Agreement*

This agreement shall come into force on the eighth day of December, 1947, and shall continue in force until the 31st day of May, 1949.

For the New Zealand Merchant Service Guild Industrial Union of Workers—

T. MONAGHAN, Secretary.
W. T. DRINKWATER.

For the Waiheke Passage Service Limited—

P. WALLIS, Director.
J. C. SMITH, Manager.