

OTAGO HARBOUR BOARD SAILING MASTER (DREDGE  
"OTAKOU")—INDUSTRIAL AGREEMENT

In the Court of Arbitration of New Zealand.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement made on the 7th day of September, 1949, between the New Zealand Merchant Service Guild Industrial Union of Workers and the Otago Harbour Board.

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 7th day of September, 1949, between the New Zealand Merchant Service Guild Industrial Union of Workers, of the one part, and the Otago 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 industrial agreement for the purposes of the said regulations.

Dated this 20th day of September, 1949.

[L.S.]

A. TYNDALL, Judge.

OTAGO HARBOUR BOARD SAILING MASTER (DREDGE  
"OTAKOU")—INDUSTRIAL AGREEMENT

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1925, this 7th day of September 1949 between the New Zealand Merchant Service

Guild Industrial Union of Workers, (hereinafter called "the union") of the one part, and the Otago Harbour Board, Dunedin, (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

##### *Application of Agreement*

1. This agreement shall apply to the Sailing Master of the Otago Harbour Board's Dredge "Otakou."

##### *Hours of Work*

2. The ordinary hours of work shall be forty per week, to be worked between 8 a.m. and 5 p.m. Monday to Friday inclusive.

##### *Shift Work*

3. (a) Notwithstanding anything contained in clause 2 hereof shifts may be worked as required by the employer. Eight hours shall constitute a shift, and the ordinary hours of work shall be forty per week: Provided that while employed on shift work on Saturday such time worked shall be paid for at the rate of time and a half and while employed on Sunday at the rate of double ordinary time.

(b) A shift allowance of 2s. 6d. per shift shall be paid while employed on afternoon or night shifts. Any shift starting or finishing outside the hours of 6 a.m. and 6 p.m. shall be deemed to be an afternoon or night shift.

##### *Wages*

4. The wages shall be at the rate of five hundred and thirty-five pounds (£535) per annum payable monthly.

##### *Overtime*

5. (a) All time worked outside the ordinary hours specified in clause 2 hereof or outside the ordinary shift hours (when the dredge is working shifts) shall be paid for at the rate of time and a half for the first four hours in any one day and double ordinary time thereafter.

(b) All work performed on Sundays and holidays shall be paid for at double ordinary time rate, with a minimum of four hours.

##### *Annual Holidays*

6. 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 7 hereof occurring during the period of the annual holidays, such day or days shall be added to the annual holiday.

#### *Other Holidays*

7. In addition to the annual holiday, the following days shall be observed as holidays: New Year's Day, Anzac Day, Provincial Anniversary Day, Good Friday, Easter Monday, Labour Day, birthday of the reigning Sovereign, Christmas Day, Boxing Day and the Harbour Boards Employees Picnic Day (to be held on the same day as the Waterside Workers' 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.

#### *Relieving as Tug Master*

8. (1) The officer covered by this agreement shall relieve the Master of the employers tug as and when required and whilst so employed shall be paid the following amounts in addition to the wages specified in clause 4 hereof, such additional amounts are not to be taken into account for the purpose of calculating overtime payments.

(a) For a continuous period of not less than one week at the rate of one pound (£1) per week.

(b) For a period of less than one week, at the rate of five shillings (5s.) per day or part thereof.

(2) Subject to the foregoing provision relating to wages the conditions of work governing the employment of the tug-master shall apply during any period of relief.

#### *Termination of Employment*

9. 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.

#### *Term of Agreement*

10. This agreement shall come into force on the first day of August 1949 and shall continue in force until the thirty-first day of July 1951.

Signed on behalf of the New Zealand Merchant Service Guild Industrial Union of Workers—

DAVID N. McLEISH, President.

W. R. WILLIAMS, Secretary.

Signed on behalf of the Otago Harbour Board—

W. R. CLARKE, Chairman.

J. RENTON, Secretary.