

**OTAGO HARBOUR BOARD TUGMASTER—INDUSTRIAL
AGREEMENT**

IN the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942: and in the matter of the industrial agreement, made on the 9th day of February, 1950, between the Otago Harbour Board and the New Zealand Merchant Service Guild Industrial Union of Workers.

PURSUANT to 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 9th day of February, 1950, between the Otago Harbour Board, 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 16th day of February, 1950.

[L.S.]

A. TYNDALL, Judge.

OTAGO HARBOUR BOARD TUGMASTER—INDUSTRIAL AGREEMENT

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 9th day of February, 1950, between the Otago Harbour Board (hereinafter called "The Board" or "the employer"), of the one part, and the New Zealand Merchant Service Guild Industrial Union of Workers (hereinafter called "the union") of the other part, whereby it is mutually agreed by and between the said parties as set out in the following schedule.

SCHEDULE

1. *Scope of Agreement*

This agreement shall apply to the parties hereto governing wages and conditions of the master of the tug "Dunedin."

2. *Hours of Work*

The ordinary hours of work shall not exceed forty per week or eight hours per day, to be worked between 6.30 a.m. and 5.30 p.m. Monday to Friday inclusive. When workers are called out during the ordinary hours, each call shall count as not less than three hours worked. There shall not be more than two call-outs per day. Breaks of less than two hours shall not be counted as time off.

3. *Wages*

The wages shall be at the rate of six hundred and thirty-three pounds (£633) per annum.

4. *Overtime*

(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 and double ordinary time thereafter.

(b) Sundays and Holidays: All work performed on Sundays and holidays shall be paid for at double ordinary time rate with a minimum of four hours on each occasion: Provided that by reason of this subclause the tug master shall not be entitled to be paid a greater sum than he would have received had he been employed continuously.

(c) Saturday Work: All work performed on Saturdays shall be paid for at the following rates:—

Midnight Friday to 8 a.m. Saturday ..	Double ordinary time.
8 a.m. to noon	Time and a half.
After 12 noon	Double ordinary time.

A minimum of three hours shall be allowed for each call out: Provided that by reason of this subclause the tug master shall not be entitled to be paid a greater sum than he would have received had he been employed continuously.

(d) Fractional Time: The overtime rates shall, in the case of incomplete hours, 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 prior to the usual time for ceasing work without any payment being incurred.

5. *Meals*

When a tug is at sea and the tugmaster is unable to obtain his ordinary meals, the employer shall provide refreshments free of charge.

6. *Annual Holidays*

The tugmaster after the completion of each year of service shall be entitled to three weeks' holiday on ordinary pay.

In the event of any of the holidays specified in clause 7 hereof occurring during the period of annual holiday, such day or days shall be added to the annual holiday.

7. *Other Holidays*

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, Christmas Day, Boxing Day and 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.

8. *Work Outside "Extended River Limits"*

When the tug is required to proceed beyond extended river limits on special duty, it shall be put on home trade articles. On all such occasions the tugmaster shall be paid his ordinary wages plus fifty per cent. (50%) in lieu of overtime, such special payment to count from date of leaving berth until return thereto, day of departure and return each to be reckoned as a full day: Provided, however, that for any Saturday and/or Sunday which may occur during the period a tug is on special duty, the tug master shall be paid the equivalent of eight hours' pay at the appropriate rate or rates prescribed in subclauses (b) and (c) of clause 4, but such rate shall not be subject to the 50 per cent. plusage above referred to.

9. *Uniform*

The present practice regarding the provision of uniform shall continue.

10. *Termination of Employment*

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.

11. *Term of Agreement*

This agreement shall come into force on the 1st day of February, 1950, and shall continue in force until the 31st day of March, 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.