

UNION STEAMSHIP CO. OF NEW ZEALAND, LTD. (WELLINGTON),  
**STEAM-TUG MASTERS' AND 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 Regulations 1950; and in the matter of the  
agreement made on the 6th day of March, 1950, between

the New Zealand Merchant Service Guild and the New Zealand Institute of Marine and Power Engineers (Incorporated) and the Union Steam Ship Company of New Zealand, Limited, Wellington.

WHEREAS by the Economic Stabilization Regulations 1950 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 6th day of March, 1950, between the New Zealand Merchant Service Guild and the New Zealand Institute of Marine and Power Engineers (Inc.), of the one part, and the Union Steam Ship Company of New Zealand, Limited, 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 23rd day of May, 1950.

[L.S.]

A. TYNDALL, Judge.

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UNION STEAM SHIP CO. OF NEW ZEALAND, LTD.,  
(WELLINGTON), STEAM-TUG MASTERS' AND ENGINEERS'—  
AGREEMENT UNDER LABOUR DISPUTES INVESTIGATION  
ACT, 1913.

THIS agreement made in pursuance of the Labour Disputes Investigation Act, 1913, this 6th day of March, 1950, between the New Zealand Merchant Service Guild and the 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 Masters and Engineers of the steam-tugs "Tapuhi" and "Taioma":—

#### SCHEDULE

##### *Hours of Work*

1. (a) The ordinary hours of work shall not exceed eight per day to be worked between 8 a.m. and 5 p.m. on five days of the week, Monday to Friday, both days inclusive.

(b) When a Master is ordered down for a job before 8 a.m. the hours for the day shall commence half an hour before the time ordered, and when finishing for the day the Master shall be allowed reasonable time after berthing for the purpose of making the tug secure.

##### *Overtime*

2. (a) All time worked outside or in excess of the hours prescribed in clause 1 hereof shall be paid for at the rate of 8s. 0d. per hour, except for time worked on Sundays or holidays which shall be at the rate of 10s. 9d. per hour.

(b) Any Master or Engineer ordered out to work between 6 p.m. and 10 p.m. shall receive a minimum of three hours' employment or payment equivalent thereto; if ordered out between 10 p.m. and 5 a.m. he shall receive a minimum of four hours' employment or payment equivalent thereto; if ordered out between 5 a.m. and 7 a.m. he shall receive a minimum of three hours' employment or payment equivalent thereto with the proviso that in cases where the tug actually leaves the wharf before 7 a.m., the Master or Engineer will receive three hours' overtime payment up to 8 a.m. Any Master or Engineer ordered out on a Saturday, Sunday or holiday shall receive a minimum of four hours' employment or payment equivalent thereto, provided that should the Master or Engineer be employed both before noon and after 1 p.m., a minimum of eight hours' employment or payment equivalent thereto shall be made.

(c) Masters or Engineers ordered back to continue work at 6 p.m. Monday to Friday or at 1 p.m. on Saturday shall be paid 2s. 6d. meal allowance. Where a Master or Engineer is required to work through the tea hour and continues beyond 6.30 p.m. Monday to Friday he shall be paid until 9 p.m. Where work continues beyond 11 p.m. on any night an allowance of 2s. 6d. shall also be made for supper, unless supper is provided.

(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.

#### *Cancellation of Orders*

3. Where a Master or Engineer is ordered for a job on a Saturday, Sunday or holiday and such job is not cancelled before the day for which he was ordered, a cancellation payment of two hours at the prevailing rate shall be made.

#### *Annual Leave*

4. Tug Masters and Tug Engineers shall receive three weeks' annual leave on full pay.

#### *Other Holidays*

5. 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 holidays.

#### *Work Outside "Extended River Limits"*

6. When tugs are required to proceed beyond extended river limits on special duty, Masters and Engineers of tugs shall be paid their ordinary salary plus fifty per cent.

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, such Masters or Engineers shall be paid the equivalent of eight hours' pay at the appropriate rate or rates prescribed in subclause (a) of clause 2, but such rates shall not be subject to the fifty per cent. plusage above referred to.

#### *Uniform Trimmings*

7. Should the Master or Engineer requisition for uniform trimmings the company shall supply same free of cost, but not more often than once in 18 months.

#### *Wages*

8. The rates of wages shall be as follows:—

		Per	Calendar	Month.
			£	s.
s.s. "Tapuhi" ..	..		47	19
				5
s.s. "Taioma" ..	..		47	19
				5

#### *Meal Hours*

9. (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) Masters and 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.

#### *Vessels Under Overhaul*

10. When doing overhaul work on board a tug out of commission the Engineer shall be paid an additional 2s. 0d. per day dirt money.

*Transport*

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

(b) When a Master or 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 Master or Engineer commences duty he shall be compensated for travelling by payment of 1s. 6d. per day.

*Termination of Employment*

12. 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.

*Interpretation*

13. In the event of any question arising upon any matter, whether referred to in this agreement or not, affecting Masters and 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.

*Preference*

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

*Term of Agreement*

15. This agreement shall come into force on the sixth day of March, 1950, and shall continue in force until the fifth day of March, 1951.

For the New Zealand Institute of Marine and Power Engineers (Incorporated) Wellington Branch—

H. G. WILSON.  
W. SOMMERVILLE.

Witness—J. Boeson.

For the New Zealand Merchant Service Guild—

DAVID McLIESH.  
W. R. WILLIAMS.

Witness—W. Sommerville.

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

K. BELFORD.

Witness—R. T. Goddard.

[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 May, 1950.