
(4330.) LYTTELTON WHARF LABOURERS.—AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, this 8th day of May, 1916, between the New Zealand Waterside Workers' Federation Industrial Association of Workers and the Lyttelton Wharf Labourers' Industrial Union of Workers (hereinafter called "the union") of the one part, and

Blackball Coal Company (Limited),
Canterbury Steam Shipping Company (Limited),
Claude Ferrier and Co.,

Commonwealth and Dominion Line (Limited), (Kinsey and Co., Limited, agents),
 Federal and Shire Lines (Kinsey and Co., Limited, agents),
 Francis, J., Lyttelton,
 Huddart-Parker (Limited),
 Kaiapoi Shipping and Trading Company (Limited),
 Kaye and Carter (Limited),
 Kinsey and Co. (Limited),
 New Zealand Express Company (Limited),
 New Zealand Farmers' Co-operative Association of Canterbury (Limited),
 New Zealand Loan and Mercantile Agency Company (Limited),
 New Zealand Shipping Company (Limited),
 Opouri Shipping Company (Limited),
 Redpath, J. A., and Sons (Limited),
 Reese Bros.,
 Rhind, A., and Co.,
 Scales, George H. (Limited),
 Shaw, Savill, and Albion Company (Limited),
 Stevenson, Stewart, and Co.,
 Sutton, F. E., and Co.,
 Union Steamship Company of New Zealand (Limited),
 Westport Coal Company (Limited),

(hereinafter called "the employers") of the other part, whereby it is mutually agreed by and between the parties hereto as follows, that is to say,—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the said parties, and they 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 of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

THE SCHEDULE BEFORE REFERRED TO.

1. With the exception of clauses which are hereinafter specifically deleted, each and every of the provisions contained in the industrial agreement dated Lyttelton, 22nd December, 1913 (Book of Awards, Vol. xiv, p. 1134), shall form part of this agreement, and shall bind the parties hereto as fully and effectually as if all the said provisions had been set forth at length herein.

2. In lieu of clause 2 of the schedule of the Lyttelton industrial agreement hereinbefore referred to the following clause shall be substituted, viz. :—

“ The following shall be the rates of pay per hour for the work hereinafter specified :—

	Ordinary Time.	Overtime to 10 p.m.	Overtime 10 p.m. to 8 a.m.
	s. d.	s. d.	s. d.
Stevadore and general cargo work (including lime and cement in casks)	1 8	2 6	2 9
Special cargoes in bulk, when in quantities of more than 25 tons in a ship : Superphosphates, Japanese phosphates, sulphur, guano, bonedust, basic slag, and pebbles	2 1	2 11	3 3
Special cargoes in bags, when in quantities of more than 25 tons in a ship : Lime, cement, sulphur, superphosphates, Japanese phosphates, guano, basic slag, and bonedust	1 10	2 8	2 11
Explosives	1 10	2 8	2 11
All work in sheds and stores	1 8	2 6	2 9
For shovelling eggettes and briquettes	1 9	2 7	2 10
For shovelling coke in bulk when digging in not required	1 9	2 7	2 10
For shovelling coke in bulk when digging in required	1 11	2 9	3 0
For shovelling ballast	1 9	2 7	2 10
For coal work (New Zealand coal)—			
Shovellers, bullropemen, winchmen, and tramwaymen	1 9	2 7	2 10
Tipplers	1 8	2 6	2 9
Carriers	1 11	2 9	3 0
Stagemen	1 9	2 7	2 10
Plankmen	1 9	2 7	2 10
For coal work (foreign coal)—			
Shovellers	1 11	2 9	3 0
Carriers	1 11	2 9	3 0
Bullropemen and winchmen	1 10	2 8	2 11
Tramwaymen	1 9	2 7	2 10
Tipplers	1 8	2 6	2 9
Plankmen	1 9	2 7	2 10
Stagemen	1 9	2 7	2 10
For trimming coal in bunkers in all steamers	1 11	2 9	3 0
Shovelling hot coal	2 0	2 10	3 1
For overhauling, working on ships, &c.	1 7	2 5	2 8
For handling frozen goods—			
Men working in chambers which are frozen down	2 0	3 1	3 5
Men on stage outside of port	2 0	3 1	3 5
Man at coamings feeding shoot leading to shoots or stages	2 0	3 1	3 5
All other men	1 8	2 6	2 9
Kerosene, naphtha, benzine, motor-spirits in oversea ships which are loaded with oils only	2 0	2 10	3 1
Kerosene, naphtha, benzine, motor-spirits in oversea ships in which oils are carried as part of general cargoes (a vessel with 65 per cent. of oil shall be considered an oil-ship)	1 10	2 8	2 11 ”

3. Clause 17 (a) of the said Lyttelton industrial agreement shall be varied by adding a proviso that five men shall be engaged shovelling in the hold in the case of screened New Zealand coal, except in the case of steamers of 250 tons net register and under.

4. Clause 23 of the said Lyttelton industrial agreement shall be deleted, and in lieu thereof the following clause shall be substituted:—

“*Preference.*

“If and so long as the rules of the union shall permit any person of good character and sober habits to become a member of such union on payment of an entrance fee not exceeding 5s., upon his written or verbal application to the secretary, without ballot or other election, and so to continue upon payment of subsequent contributions not exceeding 1s. per week, then and in such case and thereafter the employers shall employ members of the union in preference to non-members, provided that there are members of the union available equally qualified with non-members to perform the particular work required to be done, and ready and willing to undertake it: Provided that a man shall become eligible for employment as if already a member of the union if he shall *bona fide* give notice in writing to the secretary of the union of his desire to join the union, and shall pay or deposit with such notice a sum not exceeding 5s.

“Employers in employing labour shall not discriminate against members of the union, and shall not, in the engagement or dismissal of men or in the conduct of their business, do anything for the purpose of injuring the union directly or indirectly.

“When members of the union and non-members are employed together there shall be no distinction between members and non-members, and both shall work together in harmony and shall receive equal pay for equal work.”

5. Notwithstanding anything to the contrary contained in the said Lyttelton industrial agreement, if men are called upon to commence work at 7 a.m. on Monday mornings they shall be paid at double ordinary rates for the breakfast-hour from 7 a.m. to 8 a.m.

6. Clause 3 of the preamble of the said Lyttelton industrial agreement shall be deleted, and clause 26 of the said agreement shall also be deleted.

7. It is agreed that the following additional clauses shall be inserted in the said Lyttelton industrial agreement:—

“A. (1.) It is agreed that the work of the employers shall in future be carried on in the same manner as prior to the 26th August, 1915, and that no restriction will be imposed whereby overtime shall cease at 10 p.m.; and the union undertakes that no restrictions relating to overtime work shall be permitted to be made during the currency of this agreement, and further undertakes that the executive of the union and the executive of the New Zealand Waterside Workers' Federation will at all times do all that is reasonably possible to secure that any member thereof without work will accept any work offered to him which is of the kind usually taken by such worker, and that every member thereof shall carry out his obligations to the employer.

“(2.) Men commencing work at 8 a.m. shall not (unless they choose) be obliged to work for more than fourteen hours continuously, inclusive of meal-hours, except in the case of ships finishing, when they shall if required work on until midnight. Men commencing work after 8 a.m. but before 2 p.m. shall not (unless they choose) be obliged to work later than midnight: Provided that in either case men desiring to cease work at the expiration of the fourteen hours or at midnight (as the case may be) shall notify the foreman not later than one hour prior to the time fixed for the last engagement of labour for the day.

“(3.) If men are employed all night they shall not (unless they choose) be called upon to continue work after 8 a.m. the following morning.

“(4.) If a ship is intended to work all night, and men are engaged to commence work at 10 p.m. or later, such men shall be paid a minimum of six hours' pay even if the job does not occupy that time.

“(5.) If men are ordered down for midnight start, and the ship does not arrive and the men are discharged, they shall receive a minimum of four hours' pay.

“(6.) If special overtime (*i.e.*, overtime between 10 p.m. and 8 a.m.) is required the employer shall, as early as possible, notify the union of the fact, and the union shall similarly notify the men by posting a notice at the place of engagement stating the boats requiring to work such special overtime.

“B. The essence of this agreement being that the work of the employers shall always proceed in the customary manner, and shall not on any account whatsoever be impeded, it is agreed that, if any dispute or difference shall arise between the parties bound by this agreement or any of them, whether as to its construction or meaning or as to any other matter whatever arising out of or connected therewith, every such dispute or difference as the same shall arise shall be referred to a committee, to be composed of three representatives of the union and three representatives of the employers, for their decision. The decision of the majority of the committee shall be binding, and if no decision is arrived at the committee shall submit the point in dispute to some independent person to be chosen by it, and if his decision is not acceptable to both parties then the matter shall be referred to the New Zealand Waterside Workers' Federation and the employer or employers concerned, and if they are unable to arrive at a decision either party may appeal to the Court of Arbitration upon giving written notice of such appeal to the other party within fourteen days after the matter in dispute has been so referred to the New Zealand Waterside Workers' Federation and the employer or employers concerned.

“C. The temperature at which coal shall be considered 'hot' shall be fixed by agreement at as early a date as practicable (*i.e.*, on arrival of the first cargo of hot coal after the date hereof).

“D. The rates fixed by this agreement are standard rates for the various classes of work specified.

“E. Chain slings shall be used when discharging and loading lime and cement in bags.”

8. This agreement shall come into force from the day of the date hereof, and shall continue in force until the 31st day of December, 1916.

In witness whereof the parties hereto have executed these presents the day and year first before written.

NEW ZEALAND WATERSIDE WORKERS' FEDERATION INDUSTRIAL ASSOCIATION OF WORKERS :

L. GLOVER, President.

[SEAL.] J. G. BRUCE, Treasurer.

JAS. ROBERTS, Secretary.

The seal of the New Zealand Waterside Workers' Federation Industrial Association of Workers was hereunto affixed by order of the union, and the signatures of L. Glover, J. G. Bruce, and Jas. Roberts were hereunto subscribed in the presence of—R. N. Smith.

LYTTELTON WHARF LABOURERS' INDUSTRIAL UNION OF WORKERS :

JOHN FLOOD, President.

[SEAL.] JAMES WILSON, Vice-President.

W. E. AGAR, Secretary.

The seal of the Lyttelton Wharf Labourers' Industrial Union of Workers was hereunto affixed by order of the union, and the signatures of John Flood, James Wilson, and W. E. Agar were hereunto subscribed in the presence of—F. J. Schock.

BLACKBALL COAL COMPANY (LIMITED) :

ARNAUD MCKELLAR, Manager.

The signature of Blackball Coal Company (Limited) was attached in the presence of—S. K. Sleigh.

CANTERBURY STEAM SHIPPING COMPANY (LIMITED) :

H. MONRO, Director.

The signature of Canterbury Steam Shipping Company (Limited) was attached in the presence of—S. K. Sleigh.

COMMONWEALTH AND DOMINION LINE (LIMITED) :

KINSEY AND CO. (LIMITED), Agents.

CYRIL J. WARD, Director.

The signature of Commonwealth and Dominion Line (Limited) was attached in the presence of—S. K. Sleigh.

FEDERAL AND SHIRE LINES :

KINSEY AND CO. (LIMITED), Agents.

CYRIL J. WARD, Director.

The signature of Federal and Shire Lines was attached in the presence of—S. K. Sleigh.

CLAUDE FERRIER AND CO.

The signature of Claude Ferrier and Co. was attached in the presence of—C. Williams.

J. FRANCIS.

The signature of J. Francis was attached in the presence of—
C. E. Moon.

HUDDART-PARKER (LIMITED):

KINSEY AND Co. (LIMITED), Agents.

CYRIL J. WARD, Director.

The signature of Huddart-Parker (Limited) was attached in the presence of—S. K. Sleigh.

KAIAPOI SHIPPING AND TRADING COMPANY (LIMITED):

RICHARD EVANS, Director.

The signature of Kaiapoi Shipping and Trading Company (Limited) was attached in the presence of—S. K. Sleigh.

KAYE AND CARTER (LIMITED):

W. H. CHEESMAN, Secretary.

The signature of Kaye and Carter (Limited) was attached in the presence of—S. K. Sleigh.

KINSEY AND Co. (LIMITED):

CYRIL J. WARD, Director.

The signature of Kinsey and Co. (Limited) was attached in the presence of—S. K. Sleigh.

NEW ZEALAND EXPRESS COMPANY (LIMITED):

ROBERT J. JAY, Local Manager.

The signature of New Zealand Express Company (Limited) was attached in the presence of—S. K. Sleigh.

**NEW ZEALAND FARMERS' CO-OPERATIVE ASSOCIATION OF
CANTERBURY (LIMITED):**

E. W. REEPHE, Manager.

The signature of New Zealand Farmers' Co-operative Association of Canterbury (Limited) was attached in the presence of—
S. K. Sleigh.

**NEW ZEALAND LOAN AND MERCANTILE AGENCY COMPANY
(LIMITED):**

R. L. W. KITTO, Manager, Christchurch.

The signature of New Zealand Loan and Mercantile Agency Company (Limited) was attached in the presence of—S. K. Sleigh.

NEW ZEALAND SHIPPING COMPANY (LIMITED):

A. W. BENNETT, General Manager.

The signature of New Zealand Shipping Company (Limited) was attached in the presence of—S. K. Sleigh.

OPOURI SHIPPING COMPANY (LIMITED):

DANIEL REESE, Director.

The signature of Opouri Shipping Company (Limited) was attached in the presence of—S. K. Sleigh.

J. A. REDPATH AND SONS (LIMITED):

D. REDPATH, Director.

The signature of J. A. Redpath and Sons (Limited) was attached in the presence of—S. K. Sleigh.

REESE BROS.

The signature of Reese Bros. was attached in the presence of—
S. K. Sleigh.

A. RHIND AND Co.

The signature of A. Rhind and Co. was attached in the presence
of—J. W. Pedler.

GEO. H. SCALES (LIMITED):

Per W. LUKE, Representative.

The signature of Geo. H. Scales (Limited) was attached in the
presence of—H. Hughe.

SHAW, SAVILL, AND ALBION COMPANY (LIMITED):

Per A. MCDUGALL, Marine Superintendent.

The signature of Shaw, Savill, and Albion Company (Limited)
was attached in the presence of—A. P. Farrow.

STEVENSON, STEWART, AND Co.:

GEO. LYLE STEVENSON.

The signature of Stevenson, Stewart, and Co. was attached in
the presence of—S. K. Sleigh.

F. E. SUTTON AND Co.

The signature of F. E. Sutton and Co. was attached in the pre-
sence of—E. F. Wilson.

UNION STEAMSHIP COMPANY OF NEW ZEALAND (LIMITED):

D. A. AIKEN, General Manager.

The signature of Union Steamship Company of New Zealand
(Limited) was attached in the presence of—W. G. Smith.

WESTPORT COAL COMPANY (LIMITED):

JAS. A. BOSWELL, Branch Manager.

The signature of Westport Coal Company (Limited) was attached
in the presence of—S. K. Sleigh.