

(4368.) WANGANUI WATERSIDE WORKERS.—AGREEMENT.

Under the Industrial Conciliation and Arbitration Act, 1908, and its amendments.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, this 15th day of July, 1916, between the Wanganui Waterside Workers' Industrial Union of Workers (hereinafter called "the union") of the one part, and

Anchor Steamship and Foundry Company (Limited),
Blackball Coal Company (Limited),
Canterbury Steamship Company (Limited),
Commonwealth and Dominion Line,
Federal Shire Lines,
J. Fenwick and Co.,
Johnston and Co. (Limited),
Levin and Co. (Limited),
New Zealand and African Steamship Company (Limited),
New Zealand Shipping Company (Limited),
Patea Shipping Company (Limited),
Shaw, Savill, and Albion Company (Limited),
South Taranaki Shipping Company (Limited),
The "John" (Limited),
Thomas Eckford and Co.,
Wanganui Meat Freezing Company (Limited),
Wellington and Wanganui Steam Packet Company (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 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.

3. This agreement shall continue in force from the day of the date hereof until the 31st day of December, 1916, and thereafter shall continue in force until superseded by another agreement or by an award made under the provisions of the said Act.

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

THE SCHEDULE BEFORE REFERRED TO.

GENERAL CARGO WORK.

Hours of Labour.

1. For all classes of labour the hours shall be from 8 a.m. to 5 p.m., exclusive of meal-hour (from 12 noon to 1 p.m.), Monday to Friday, both inclusive; on Saturday the ordinary hours shall be 8 a.m. to noon; all other time shall be classed as overtime.

Rates of Pay.

	Ordinary Time.		Overtime to 10 p.m.		Over-time, 10 p.m. to 8 a.m.	
	s.	d.	s.	d.	s.	d.
2. 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	11	3	0	3	2
For all other classes of work ...	1	9	2	10	3	0

LIGHTERING AND ROADSTEAD WORK.

Rates of Pay.

	Ordinary Time.		Overtime to 10 p.m.		Over-time, 10 p.m. to 8 a.m.	
	s.	d.	s.	d.	s.	d.
3. (a.) For all classes of general cargo ...	1	9	2	10	3	0
(b.) For all classes of work connected with frozen meat—						
Working frozen meat on lighters (sailing or steam) ...	2	0	3	1	3	3
Working frozen meat aboard ships at stevedoring ...	2	1½	3	2	3	3
Leading hands, 3d. per hour extra.						
Time to count going out to but not returning from steamer.						

Waiting-time.

4. Men who are ordered down and attend for loading shall receive a minimum of two hours' pay according to the times they are ordered down.

Stoppage of Work through Stress of Weather.

5. When work is stopped through stress of weather men employed on ocean steamers shall be paid at the rate of 1s. 3d. per hour for any time lost between 8 a.m. and 5 p.m. No payment shall be made for time lost between 5 p.m. and 8 a.m.

Men carried away.

6. Men carried away shall be paid 10s. per day and all necessary expenses until returned to the port (Sunday excluded).

Meals.

7. (a.) Suitable meals, sanitary and sleeping accommodation shall be provided by the employer free of charge.

(b.) Unless under exceptional circumstances, or a lighter or ship finishing, men shall not be required to work more than five consecutive hours without a break for a meal.

(c.) When men do not receive a full hour for their meal any time worked during such meal-hour shall be paid for at ordinary overtime rates, as the case may be.

Hatchmen.

8. A hatchman shall be employed on all lighter work.

Temperature of Meat-chamber.

9. The temperature of the meat-chambers when men are working there shall not be lower than 10 degrees above zero.

UNLESS CONDITIONS APPLICABLE TO ALL CLASSES OF WORK INCONSISTENT WITH THE FOREGOING THE FOLLOWING CONDITIONS SHALL APPLY TO ALL CLASSES OF WORK.

Number of Men in Gangs.

10. (a.) In vessels of over 250 tons net register there shall be five men in a gang when shovelling foreign coal and screened New Zealand coal.

(b.) When men are ordered down to work and one or more fails to appear or to commence work at the appointed time the gang affected shall, if required to do so, work shorthanded for one hour to allow of the substitute or substitutes being found, provided that

such substitutes may be engaged at any time irrespective of the time for the engagement of labour.

Men ordered down.

11. Men ordered down and not employed shall receive two hours' pay at ordinary or overtime rate, as the case may be, but when ordered down for work at Castlecliff between 12 midnight and 7 a.m. and not employed they shall receive three hours' pay at the prescribed overtime rates.

If men are ordered down and put on to work they shall not in any case be paid for less than the hours above specified.

Work at Castlecliff.

12. Men working at Castlecliff to be paid 1s. each way for travelling-expenses, except that when men are obliged to walk home an extra 1s. shall be paid.

Engagement of Labour.

13. (a.) All engagements shall take place in front of the waiting-room on wharf within a radius of 30 ft.

(b.) All labour required after 8 a.m. shall be posted on notice-board stating time of engagement.

Meal-hours.

14. (a.) The meal-hours to be as follows: Breakfast, 7 a.m. to 8 a.m.; dinner, 12 noon to 1 p.m.; tea, 5 p.m. to 6 p.m.

(b.) Men shall work during meal-hours if required to do so, and shall be paid at double ordinary rates for the dinner, tea, or supper hours, and also for the breakfast-hour when men have been working from midnight, otherwise the breakfast-hour shall be paid for at ordinary overtime rate.

(c.) When men are required to work between the hours of 5 p.m. and 8 a.m. they shall not be required to work longer than 10 p.m. without a break for supper of not less than half an hour.

Unless in exceptional circumstances, or in the case of a ship finishing, men shall not be required to work for more than five consecutive hours without a break for a meal. For these intervals no payment shall be made.

Holidays.

15. (a.) The following shall be the recognized holidays: New Year's Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Anniversary Day, Christmas Day, Boxing Day, and People's Show Day from noon.

(b.) All work done on Good Friday, Christmas Day, and Sundays shall be paid for at the rate of 5s. per hour.

(c.) All work done on any of the other mentioned holidays shall be paid for at the rate of 2s. 10d. per hour between 8 a.m. and 5 p.m., and 3s. 6d. per hour after 5 p.m. to 8 a.m.

(d.) If any holiday mentioned should be generally observed on any other than the day it falls on the provision in this agreement shall apply to such other day instead of the original.

Wages made retrospective.

16. The payment of increased wages provided by this agreement shall be made retrospective to 7th February, 1916.

Local Committee.

17. 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 two representatives of the union and two 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, or if the parties cannot agree upon the appointment of any such person, the matter shall be referred to the Arbitration Court for decision.

Preference.

18. 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.

Term of Agreement.

19. This agreement to come into force on the 15th day of July, 1916, and shall continue in force until the 31st day of December, 1916.

[SEAL.]

E. BRIDER.
J. PHILIPSON.

The seal of the Wanganui Waterside Workers' Industrial Union of Workers was affixed hereto by Edward Brider and John Philipson, the president and secretary of the union respectively, in the presence of—Arthur Weekes, Secretary, Wanganui.

FOR THE WANGANUI MEAT-FREEZING COMPANY
(LIMITED):

C. M. CRESSWELL, Secretary.

Witness—Arthur Weekes, Secretary, Wanganui.

THE CANTERBURY STEAM SHIPPING COMPANY
(LIMITED):

C. F. MILLWARD, Agent.

Witness—T. R. Clancey, Clerk.

THE BLACKBALL COAL COMPANY (LIMITED):
ARNAUD McKELLAR, Manager.

Witness—Geo. A. Mason, Accountant, Christchurch.

FOR COMMONWEALTH AND DOMINION LINE
(LIMITED):

J. SANDTMANN,
Manager for New Zealand.

Witness—W. J. Anderson, Clerk.

JOHN FENWICK AND CO.

Witness—W. J. Anderson, Clerk.

SHAW, SAVILL, AND ALBION COMPANY
(LIMITED):

JAMES FINDLAY, N.Z. Representative.

Witness—C. Q. F. Pope, Clerk.

LEVIN AND CO. (LIMITED):

GEO. F. PEARCE, Manager.

Witness—W. E. Fuller, Shipping Manager.

ANCHOR SHIPPING AND FOUNDRY COMPANY
(LIMITED):

WILLIAM ROYCE, Manager.

Witness—William Pryor, Secretary, Wellington.

JOHNSTON AND CO. (LIMITED):

Per A. J. FERNIE.

Witness—P. A. Petersen, Master Mariner.

THE NEW ZEALAND SHIPPING COMPANY
(LIMITED):

G. B. BULLOCK, Manager.

Witness—C. M. Turrell, Assistant Manager, Wellington.

NEW ZEALAND AND AFRICAN STEAMSHIP COM-
PANY (LIMITED) (as Agents):

W. WALLIS, Manager.

Also on behalf of Federal and
Shire Lines.

Witness—A. G. Scott, Shipping Clerk, Wellington.

THE WELLINGTON-WANGANUI STEAM PACKET
COMPANY (LIMITED):

JOHNSTON AND CO. (LIMITED), Agents.

Per A. J. Fernie.

Witness—P. A. Petersen, Master Mariner.

THOS. ECKFORD AND CO.:

LEVIN AND CO. (LIMITED), Agents.

Per W. E. Fuller.

Witness—B. Marris, Shipping Clerk.

FOR AND ON BEHALF OF THE PATEA SHIPPING
COMPANY (LIMITED):

W. H. BENNETT, Director.

Witness—E. Hole, Clerk.

FOR THE SOUTH TARANAKI SHIPPING COMPANY
(LIMITED):

F. W. GRAINGER, Manager.

Witness—F. C. Jenkins, Clerk.

FOR THE "JOHN" LIMITED:

G. T. HULL, Secretary.

Witness—W. E. Fuller, Shipping Manager, Wellington.

FOR THE WESTPORT COAL COMPANY (LIMITED):

W. A. FLAVELL, Branch Manager.

Witness—S. J. Martin, Clerk, Wellington.