

NELSON INDUSTRIAL DISTRICT.

(4281.) NELSON PORT WHARF LABOURERS.—SUPPLEMENTARY AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, this 27th day of April, 1916, between the New Zealand Waterside Workers' Federation Industrial Association of Workers and the Nelson Port Wharf Labourers' Industrial Union of Workers (hereinafter called "the union") of the one part, and

Anchor Shipping and Foundry Company (Limited),
New Zealand Shipping Company (Limited),
Shaw, Savill, and Albion Company (Limited),
Union Steamship Company of New Zealand (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 Nelson, 23rd March, 1914 (Book of Awards, Vol. xv, page 185), 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 Nelson industrial agreement hereinbefore referred to the following clause shall be substituted, viz. :—

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

	Ordinary Time.		Overtime to 10 p.m.		Overtime, 10 p.m. to 7 a.m.	
	s.	d.	s.	d.	s.	d.
“ Stevedore and general cargo work, including superphosphates in bags and lime and cement in bags or casks	1	8	3	0	3	3
“ All coal-work	1	9	3	0	3	3
“ Frozen meat (in chambers which are frozen down)	2	0	3	1	3	5
“ Superphosphates, sulphur, guano, bonedust, basic slag, Japanese phosphates, and pebbles in bulk, when in quantities of more than 25 tons in a ship (these rates to be paid only to men actually handling such goods)	1	9	3	1	3	5
“ Overhauling-work on ships, &c.	1	8	2	11	3	2”

3. Clauses 17 and 18 of the said Nelson industrial agreement shall be deleted, and in lieu thereof the following clause shall be substituted, viz. :—

“ 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."

4. Clause 19 of the said Nelson industrial agreement shall be deleted, and in lieu thereof the following clause shall be substituted, viz. :—

"Local Committee.

"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, 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."

5. Clause 22 of the said Nelson industrial agreement shall be deleted.

6. 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.

J. G. BRUCE, Treasurer.

JAS. ROBERTS, Secretary.

[SEAL.]

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, Jas. Roberts were hereunto subscribed in the presence of—N. H. Campbell.

NELSON PORT WHARF LABOURERS' INDUSTRIAL
UNION OF WORKERS :

J. W. KING, President.

A. R. GLOVER, Vice-President.

F. DU FEU, Secretary.

The seal of the Nelson Port Wharf Labourers' Industrial Union of Workers was hereunto affixed by order of the union, and the signatures of J. W. King, A. R. Glover, F. Du Feu were hereunto subscribed in the presence of—R. W. Monson.

ANCHOR SHIPPING AND FOUNDRY COMPANY
(LIMITED) :

WILLIAM ROGERS, Manager.

The signature of Anchor Shipping and Foundry Company (Limited) was attached in the presence of—A. R. Dyson, Nelson.

NEW ZEALAND SHIPPING COMPANY (LIMITED) :

G. B. BULLOCK, Manager.

The signature of New Zealand Shipping Company (Limited) was attached in the presence of—C. M. Turrell, Wellington.

SHAW, SAVILL, AND ALBION COMPANY (LIMITED) :

JAMES FINDLAY, Representative.

The signature of Shaw, Savill, and Albion Company (Limited) was attached in the presence of—T. H. Chudley.

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.