

(4314.) ONEHUNGA WATERSIDE WORKERS.—SUPPLEMENTARY
AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, this 13th day of May, 1916, between the New Zealand Waterside Workers' Federation Industrial Association of Workers and the Onehunga Waterside Workers' Industrial Union of Workers (hereinafter called "the union") of the one part, and the Northern Steamship Company (Limited) and the 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 Onehunga, 31st March, 1914 (Book of Awards, Vol. xv, p. 204), 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 Onehunga 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 stackers and loaders) ...	1	10	2	8	2	10
Handling coal ...	1	11	2	8	2	10
Handling coal (men employed as plankmen) ...	1	11	2	8	2	10
Handling coal (men employed trimming in bunkers) ...	1	11	2	8	2	10
Handling coal (carrying) ...	1	11	2	8	2	10
Special cargoes in bags when in quantities of more than 25 tons in a ship: Superphosphates, lime, cement, sulphur, Japanese phosphates, guano, basic slag, bonedust ...	1	11	2	9	3	1
Explosives ...	1	11	2	9	3	1

3. Clause 3 of the said Onehunga industrial agreement shall be varied by substituting the words “3s. 6d. per hour” for the words “2s. 10d. per hour.”

4. Clause 17 of the said Onehunga 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.

5. Clause 24 of the said Onehunga 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.”

6. Clause 30 of the said Onehunga 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 day or night as required, 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.”

7. Clause 3 of the preamble of the said Onehunga industrial agreement shall be deleted.

8. It is agreed that the following additional clauses shall be inserted in the said Onehunga industrial agreement, viz. :—

“(a.) Chain slings shall be used when discharging and loading lime and cement in bags.

“(b.) The rates fixed by this agreement are standard rates for the various classes of work specified.”

9. The executive of the New Zealand Waterside Workers' Federation agrees that it will recommend to the Auckland and Onehunga Waterside Workers' Unions that in any agreement which may hereafter be made the rates for handling all classes of cargo shall be the same at both ports.

10. 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—Geo. H. Gray, 22 Walter Street, Wellington.

ONEHUNGA WATERSIDE WORKERS' INDUSTRIAL
UNION OF WORKERS :

EDMUND PEARCE, President.

THOMAS PARTRIDGE, Treasurer.

JOSEPH H. SHEPHERD, Secretary.

[SEAL.]

The seal of the Onehunga Waterside Workers' Industrial Union of Workers was hereunto affixed by order of the union, and the signatures of Edmund Pearce, Thomas Partridge, Joseph H. Shepherd were hereunto subscribed in the presence of—John E. Cramond.

NORTHERN STEAMSHIP COMPANY (LIMITED) :

CHARLES RANSON, Manager.

The signature of Northern Steamship Company (Limited) was attached in the presence of—R. C. Davenport.

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.