

(4885.) WELLINGTON WATERSIDE WORKERS AND BLACKBALL COAL COMPANY (LIMITED) AND FOUR OTHERS.—AGREEMENT *RE* HULK-KEEPERS.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and its amendments, this 26th day of March, 1918, between the New Zealand Waterside Workers' Federation Industrial Association of Workers on its own behalf, and also on behalf of the Hulk-keepers' Branch of the Wellington Waterside Workers' Industrial Union of Workers (hereinafter called "the union") of the one part, and

- (1) Blackball Coal Company (Limited), Wellington,
- (2) Huddart-Parker (Limited), Wellington,
- (3) Paparoa Coal Company (Limited), Wellington,
- (4) Union Steamship Company of New Zealand (Limited), Wellington,
- (5) Westport Coal Company (Limited), Wellington

(hereinafter called "the employer"), 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.

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SCHEDULE.

Hours of Work.

1. The ordinary 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 from 8 a.m. to noon. All other times shall be classed as overtime.

Wages.

2. Hulk-keepers on coal-hulks at Wellington shall be paid wages as follows:—

	Per Week.
	£ s. d.
(a.) Union Steamship Company of New Zealand (Limited)	2 15 0
Blackball Coal Company (Limited)	3 0 0
Paparoa Coal Company (Limited)	3 0 0
Westport Coal Company (Limited)	3 0 0
Huddart-Parker (Limited)	3 0 0

Or at the option of Huddart-Parker (Limited) while their present hulk-keeper remains in their employment (including payment for all overtime worked by him) ... 4 5 0

(b.) The engagement of such workers shall be a weekly one, and the weekly wage shall be paid without deduction save for time lost through the worker's own default or through sickness or accident.

Overtime.

3. Save as provided by clause 2 in relation to Huddart-Parker (Limited), if the option therein referred to is exercised, all time worked in excess of the hours hereinbefore prescribed shall be paid for as follows (except work necessary for the safety of the ship, for which no payment shall be made):—

	Per Hour.	
	s.	d.
On all days except Saturdays and Sundays—		
From 5 p.m. till midnight	2	9
From midnight till 8 a.m.	3	0
Saturdays: From noon till midnight	2	9
Sundays: From midnight Saturday till midnight Sunday—		
(a.) When coal is being received into or discharged from hulk	5	4
(b.) On all other occasions	3	0

Banking Fires.

4. The appropriate overtime rate for one-quarter of an hour to be paid for banking fires in overtime hours after hulk ceases work for the day. Fires to be banked at all times except when boilers are to be cleaned or surveyed.

Raising Steam.

5. (a.) On boilers under banked fires: Actual time worked during overtime hours, but not exceeding a maximum of one hour, to be paid at the appropriate rate, subject to the provisions of clause 4.

(b.) On cold boilers: Actual time worked during overtime hours, but not exceeding a maximum of three hours, to be paid for at the appropriate rate.

Attention to Fires during Meal-hours.

6. When fires are attended to during meal-hours overtime for one-quarter of an hour shall be paid at the rate of 3s. per hour.

Hulk-keepers' Duties.

7. In cases of emergency or shortage of foremen the keepers of hulks moored at wharves may be employed as foremen.

Working-conditions.

8. Save as provided by this agreement there shall be no alteration of the existing working-conditions except by the mutual consent of the employer concerned and the union.

Preference.

9. 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 the 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 or 10s. per quarter, then and in such case and thereafter the employers shall employ financial 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 the entrance fee and one quarter's contributions.

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.

Scope of Agreement.

10. This agreement shall apply only to the Port of Wellington.

Term of Agreement.

11. This agreement shall come into force from the day of the date hereof, and shall continue in force so long as the British Empire remains in a state of war with Germany and Austria or either of them, and for twelve months after the declaration of peace or until 31st December, 1918, whichever is the latter, but shall not in any event remain in force later than 31st December, 1919.

Wages made retrospective.

12. The payment of increased wages and overtime provided by this agreement shall be made retrospective to 1st January, 1918, in the case of all hulk-keepers who are in the employ of the parties hereto at the date of this agreement.

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:

LEWIS GLOVER, President.

JAS. ROBERTS, Secretary.

W. CURRIE, Treasurer.

[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 Lewis Glover, James Roberts, and William Currie were hereunto subscribed in the presence of—J. C. Frew.

WELLINGTON WATERSIDE WORKERS' INDUSTRIAL
UNION OF WORKERS:

LEWIS GLOVER, President.

W. CURRIE, Vice-President.

J. G. BRUCE, Secretary.

[SEAL.]

The seal of the Wellington Waterside Workers' Industrial Union of Workers was hereunto affixed by order of the union, and the signatures of Lewis Glover, William Currie, and J. C. Bruce were hereunto subscribed in the presence of—J. C. Frew.

BLACKBALL COAL COMPANY (LIMITED):

CLARENCE F. TURNER, Branch Manager.

The signature of Blackball Coal Company (Limited) was attached in the presence of—P. J. Dowell.

HUDDART-PARKER (LIMITED):

D. RYAN, pro Manager.

The signature of Huddart-Parker (Limited) was attached in the presence of—A. D. Hunter.

PAPAROA COAL COMPANY (LIMITED):

R. D. WALLACE, Manager.

The signature of Paparoa Coal Company (Limited) was attached in the presence of—N. Denby.

UNION STEAMSHIP COMPANY OF NEW ZEALAND
(LIMITED):

W. A. KENNEDY, Branch Manager.

The signature of the Union Steamship Company of New Zealand (Limited) was attached in the presence of—H. E. H. Aplin.

WESTPORT COAL COMPANY (LIMITED):

A. HAMILTON, Branch Manager.

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

NOTE.—Section 25, subsection (4), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiry of the term of the industrial agreement, it shall continue in force until superseded by another industrial agreement or by an award of the Court of Arbitration, except where the registration of an industrial union of workers bound by such agreement has been cancelled.
