

(5490.) AUCKLAND OVERSEERS AND TIMEKEEPERS (IN CONNECTION WITH WATERSIDE WORK).—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, this 24th day of October, 1919, between the Auckland Overseers and Timekeepers' (in connection with Waterside Work) Industrial Union of Workers (hereinafter called "the union") of the one part, and—

Blackball Coal Company,
Leonard and Dingley (Limited),
Nearing and Co. (Limited),
New Zealand Shipping Company (Limited),
Northern Steamship Company (Limited),
Richardson and Co. (Limited),
Shaw, Savill, and Albion Company (Limited),
Union Steamship Company (Limited),
Westport Coal Company (Limited),
Wilson's New Zealand Portland Cement Company

(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.

SCHEDULE

Definitions.

1. A foreman is an employee working under the direction of a wharf manager, wharfinger, superintendent, or master stevedore, and whose principal duty it is to engage or take charge of a gang or gangs of wharf labour employed in loading, discharging, or handling cargoes of seagoing vessels, and to carry out the instructions of the above-mentioned officials.

A timekeeper is an employee whose principal duty it is to keep the time at the various ships or jobs on which any labour is employed in connection with the discharging or loading of seagoing vessels.

A senior foreman is an employee who, in addition to the duties of a foreman, is responsible for the engaging and arranging of the labour for starting and finishing the work of discharging, loading, and handling the cargo of a vessel or vessels and for the supervising of that work during the whole time of discharging and loading, and who is nominated for the position by the employer.

Hours of Work.

2. *Weekly Hands.*—The ordinary hours of work, exclusive of meal-times, shall not, excepting as hereinafter provided, exceed forty-four per week. Such hours shall be worked between 8 a.m. and 5 p.m. on Monday to Friday inclusive, and between 8 a.m. and 12 noon on Saturday: Provided that, should a senior foreman be required on duty, not earlier than half an hour before starting-time for the purpose of arranging the starting of a vessel or for putting on labour on the wharf, and not later than half an hour after finishing-time for the purpose of discharging labour, the extra time so worked shall not count as overtime. For the purpose of the foregoing proviso starting and finishing times shall be deemed to be the times the wharf labourers start and finish work.

Holidays.

3. Any work done on Christmas Day, Good Friday, or Sunday shall be paid for at double ordinary overtime rates.

Each employee receiving the minimum rate of wages prescribed by this agreement shall be entitled to a fortnight's holiday per annum on full pay.

Wages.

4. (a.) The rates of pay shall be as follows: Senior foremen, £5 5s. per week; foremen, £4 10s. per week; timekeepers, £4 5s. per week.

(b.) The wages above mentioned shall be deemed to be weekly wages, and no deduction shall be made from same except for time lost through the worker's own default, accident, or sickness.

Overtime.

5. All overtime to be paid for at the rate of 3s. per hour, including meal-hours.

Meal-hours.

6. The regular meal-hours shall be: Breakfast, 7 a.m. to 8 a.m.; dinner, 12 noon to 1 p.m.; tea, 5 p.m. to 6 p.m.; supper, 10 p.m. to 11 p.m.

Matters not provided for.

7. Any dispute in connection with any matter not provided for in this agreement shall be submitted to a committee consisting of two members nominated by the employers and two members nominated by the union, with the Conciliation Commissioner as chairman, who, in the event of there being equality of voting by the members of the committee, shall have a casting-vote. Either party dissatisfied with the decision of the committee may appeal to the Court upon giving written notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

Preference.

8. (a.) If any employer shall hereafter engage any worker coming within the scope of this agreement who shall not be a member of the union, and who shall not become a member thereof within seven days after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this agreement of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

Scope of Agreement.

9. This agreement shall apply only to the Port of Auckland.

Term of Agreement.

10. This agreement shall come into force on the 13th day of October, 1919, and shall continue in force until the 31st day of December, 1919.

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

THE AUCKLAND OVERSEERS AND TIMEKEEPERS'
(IN CONNECTION WITH WATERSIDE WORK)
INDUSTRIAL UNION OF WORKERS:

HENRY E. MORROW, President.
FRANK M. DOUGHERTY, Secretary.
JOHN W. MANN, Treasurer.
ANDREW E. CARTER,
Member of Committee.

UNION STEAMSHIP COMPANY OF NEW ZEALAND
(LIMITED):

A. B. J. IRVINE.

LEONARD AND DINGLEY (LIMITED):

Per THOMAS DINGLEY.

SHAW, SAVILL, AND ALBION COMPANY (LIMITED):

Per J. MAXWELL.

RICHARDSON AND CO. (LIMITED):

Per G. SANDILANDS.

WESTPORT COAL COMPANY (LIMITED):

F. W. BRABANT, Branch Manager.

WILSON'S (N.Z.) PORTLAND CEMENT (LIMITED):

Per J. WILSON, Secretary.

BLACKBALL COAL COMPANY (LIMITED):

T. N. GRANGE, Local Manager.

NORTHERN STEAMSHIP COMPANY (LIMITED):

R. C. HAMMOND, Assistant Manager.

NEW ZEALAND SHIPPING COMPANY (LIMITED):

C. V. HOUGHTON, Manager.

NEARING AND CO. (LIMITED):

Per A. ST. CLAIR-WHYTE.

Witness to the above signatures—T. Harle Giles, Conciliation Commissioner.

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.