

**(5816.) GISBORNE SHEEP-FARMERS' FROZEN MEAT AND MERCANTILE COMPANY (LIMITED) AND NELSON BROS. (LIMITED),
RE PERMANENT LIGHTERMEN, DECK HANDS ON TUGS, AND
FIREMEN.—AGREEMENT.**

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and its amendments, this 31st day of March, 1920, between the New Zealand Waterside Workers' Federation Industrial Association of Workers (hereinafter called "the union") of the one part, and the Gisborne Sheepfarmers' Frozen Meat and Mercantile Company (Limited), Gisborne, and Nelson Bros. (Limited), Gisborne (hereinafter called

“ the employers ”), of the other part, whereby it is mutually agreed by and between the parties 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.

Wages.

1. Permanent lightermen, deck hands, and firemen employed by the Gisborne Sheep-farmers' Frozen Meat and Mercantile Company (Limited) and Nelson Bros. (Limited) shall be paid £5 per week for fifty hours. The engagement of such workers shall be a weekly one, and the weekly wage shall be paid without deduction, save for loss of time through the worker's own default. Fifty hours shall constitute a week's work.

Overtime.

2. Men employed as permanent lightermen, deck hands, or firemen by the said employers shall be paid for all overtime work at the rate of 3s. per hour.

Lightering Frozen Meat.

3. When permanent lightermen and deck hands on tugs belonging to the Gisborne Sheep-farmers' Frozen Meat and Mercantile Company (Limited) and Nelson Bros. (Limited) are engaged lightering frozen meat at Gisborne they shall be paid for the time so occupied 2s. 7d. per hour ordinary and overtime.

Holidays.

4. All work done on Sundays, Christmas Day, and Good Friday shall be paid for at the rate of 6s. per hour.

Annual Holidays.

5. All workers covered by this agreement shall be allowed fourteen days annual holiday on full pay. The time at which the annual holiday shall be taken to be arranged mutually between the worker and the employer.

Assistance in Rough Weather.

6. In rough weather, or whenever assistance is required to moor lighters, such assistance shall be rendered by competent men if available.

Preference.

7. 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 the contributions fixed by the rules of the union, 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 the contributions required by the rules of the union. The Federation undertakes that the maximum entrance fee and contributions at present allowed will not be increased during the currency of this agreement.

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.

Local Committee.

8. The essence of this agreement being that the work of the employer shall always proceed in the customary manner, and shall not on any account whatsoever be impeded, it is provided 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 three representatives of the union at the port concerned and three 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 then the matter shall be referred to the New Zealand Waterside Workers' Federation and a committee of three employers, 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 aforesaid committee of employers.

Application of Agreement.

9. This agreement shall apply only to permanent lightermen, deck hands on tugs, and firemen employed by the Gisborne Sheep-farmers' Frozen Meat and Mercantile Company (Limited) and Nelson Bros. (Limited) at the Port of Gisborne, and shall not apply to casual labour employed from day to day or from hour to hour as lightermen or firemen.

Retrospective Pay.

10. The payment of the wages and overtime fixed by this agreement shall be made retrospective to the 5th day of February, 1920.

Term of Agreement.

11. This agreement shall come into force from the day of the date hereof, and shall continue in force until 31st December, 1921.

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:

[SEAL.]

LEWIS GLOVER, President.

JOHN FLOOD, Vice-President.

JAS. ROBERTS, Secretary.

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 (President), John Flood (Vice-President), Jas. Roberts (Secretary) were hereunto subscribed in the presence of—E. Kennedy.

GISBORNE SHEEP-FARMERS' FROZEN MEAT AND
MERCANTILE COMPANY (LIMITED):

C. A. DE LAUTOUR, Chairman of
Directors.

W. F. CEDERWALL, General Manager.

The signature of the Gisborne Sheep-farmers' Frozen Meat and Mercantile Company (Limited) was attached in the presence of—Thomas Watson, Clerk, Gisborne.

NELSON BROS. (LIMITED):

H. G. WARREN, Manager.

The signature of Nelson Bros. (Limited), Gisborne, was attached in the presence of—T. H. Bowie, Registered Accountant, Tomoana, Hawke's Bay.

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.