

NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

(6018.) AUCKLAND SEAMEN. — INDUSTRIAL AGREEMENT WITH KAIPARA STEAMSHIP COMPANY AND SELLARS-ALLEN STEAMSHIP COMPANY.

This industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and its amendments, between the Federated Seamen's Union of New Zealand Industrial Association of Workers on its own behalf, and also on behalf of its component union registered as the Auckland Local Federated Seamen's Industrial Union of Workers (hereinafter called "the union"), of the one part, and the Kaipara Steamship Company and the Sellars-Allen Steamship Company (hereinafter called "the employers") of the other part, dated this 14th day of June, 1920, 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.

Wages.

1. The following shall be the rate of wages which shall be paid by the employers respectively to the workers employed by them respectively, that is to say: Deck hands, £10 per calendar month; junior deck hands (for first six months), £8 per calendar month; stokehold hands, £14 per calendar month.

Payment of Wages.

2. All wages shall be due and paid not later than the 1st day of each month, or within eight hours of the ship's arrival at Helensville after that date.

Payment of Overtime.

3. For all labour over the hours of labour the worker shall be entitled to overtime payment at the rate of 2s. per hour except as hereinafter provided.

“Ruawai” and “Wairua.”

4. One pound per month shall be paid in lieu of overtime for the above-named vessels when making two trips per week. Extra trips to be paid for at overtime rates.

Time off.

5. It shall be optional for members of the crew to accept time off in lieu of cash payment for overtime. When time off is offered and accepted it shall be at the rate of two hours for each hour worked as overtime, and it shall not be necessary for the men to provide a substitute.

Hours of Labour.

6. Fifty hours shall constitute a week's work.

Safety of the Ship.

7. A seaman shall, outside his hours of labour and without payment for overtime, assist when required in the mooring and unmooring of a ship, and attend when required any boat drill, fire drill, or medical inspection in port, and do any work that is required of him for the safety of the ship when in immediate peril.

Holidays in Port.

8. The crews of all vessels shall be entitled to the following holidays, viz.: New Year's Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day,

and Seamen's Union Day. Should any man be called upon to perform work on any of the above-mentioned holidays he shall be paid the sum of 5s. in addition to a full day's holiday in lieu of same.

Meal-hours in Port.

9. The meal-time allowed in port shall be: For breakfast, any one hour between 7 a.m. and 9 a.m.; for dinner, any one hour between 12 noon and 2 p.m.; for tea, any one hour between 5 p.m. and 7 p.m.; and if work is to be continued after 11 p.m., one hour for supper between 11 p.m. and 1 a.m.

A worker shall not be under any obligation to curtail any meal-time, even on the terms of payment for overtime.

Cleaning Quarters.

10. The employer shall cause the quarters of the crew to be cleaned every day, and (without prejudice to the generality of this direction) shall commit the duty of cleaning each set of quarters to any suitable person within his hours of duty and allow him at least one hour per day. Such duty to be taken in turn.

The crews' quarters shall be fumigated, cleaned, and painted at least once in every twelve months while the vessel is in port.

Discharge.

11. The master may discharge any worker at the port where he joined the ship if he gives him not less than twenty-four hours' notice, and if the notice be not less than twenty-four hours before the ship leaves port. Any member of the crew may end his engagement at the port where he joined the ship if he gives such notice as aforesaid.

Crew on Board.

12. All members of the crew are expected to be on board fifteen minutes before sailing.

Preference.

13. Employers shall in the engagement or subsequent employment of seamen give preference to those members of the Federated Seamen's Union of New Zealand who are not more than one month in arrears with their contributions to the said union, provided that any such unfinancial member shall again become eligible for employment on payment of his arrears without any fine in addition.

Should there not be a sufficient number of members available when required, then and in such case the employers may engage or employ other men conditionally that they shall become and remain members of the said union during the currency of their employment. The entrance fee and subscription to become payable

within fourteen days of joining the ship, when it shall be paid to the delegate on board or to the secretary.

Members of the union presenting themselves for employment shall produce their union book to the employer prior to engagement to show that they are members not more than one month in arrears with their contributions.

Membership of the union shall be open to any man of good character.

The union undertakes that the maximum entrance fee and subscription shall not exceed 12s. and 4s. per month respectively during the currency of this agreement.

Any member or members wilfully missing their passage, wilfully misconducting themselves on board the ship, or wilfully impeding the voyage of the ship shall be liable to be dealt with in such manner as the union executive may decide, provided that such men are not otherwise punished.

Term of Agreement.

14. This agreement shall come into force from the 1st day of April, 1920, and shall continue in force until the 31st day of March, 1921.

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

The seal of the Federated Seamen's Union of New Zealand Industrial Association of Workers was hereunto affixed by order of the union, and the signatures of—

[SEAL.]

J. H. ADAMS, General President,
W. T. YOUNG, General Secretary,

were hereunto subscribed in the presence of—F. C. Howell.

The signatures of the Kaipara Steamship Company and the Sellars-Allen Steamship Company were hereunto affixed in the presence of—Henry G. Menzies.

KAIPARA STEAMSHIP COMPANY :

HENRY WHITE, Jun., Manager.

SELLARS-ALLEN STEAMSHIP COMPANY :

G. H. SELLARS, Manager.

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.
