

(6247.) WELLINGTON SHIPWRIGHTS.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and its amendments, this 1st day of September, 1920, between the Wellington Shipwrights' Industrial Union of Workers (hereinafter called "the union") of the one part, and the Wellington Patent Slip Company (Limited), Wellington, Messrs. S. Wood and Son, Wellington, and Messrs. Jenkins and Parker, Wellington (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.

*Hours of Work.*

1. Forty-four hours shall constitute a week's work—eight hours on five days of each week, between the hours of 8 a.m. and 5 p.m., and four hours on Saturdays, between the hours of 8 a.m. and 12 noon.

*Wages.*

2. (a.) The minimum rate of wages for journeymen shipwrights shall be 2s. 1½d. per hour.

(b.)—In addition to the above wages there shall be paid a bonus of 3d. per hour unless and until the Arbitration Court shall otherwise order.

*Overtime.*

3. All work done outside of or in excess of the hours mentioned in clause 1 hereof shall count as overtime, and shall be paid for at the rate of time and a half for the first three hours and thereafter at double time. Any worker being required to continue working on into the next day shall be paid double-time rates for all such time worked. Any worker having worked during the day and continues to work at night but who is granted a four-hours break between the ordinary time of ceasing work at night and commencing work next morning shall not be entitled to double rates for the following day.

*Holidays.*

4. For work done on Sundays, New Year's Day, Easter Monday, Good Friday, King's Birthday, Labour Day, Christmas Day, Boxing Day, and the union picnic day double ordinary rates shall be paid.

*Payment of Wages.*

5. All wages shall be paid in full weekly in cash, either on the job or at the employer's place of business.

*Meal-hours.*

6. (a.) Workers shall be allowed an interval of one hour for their dinner, between 12 noon and 1 p.m.

(b.) Workers shall work during meal-hours if so required, and shall be paid for such work at the rate of time and a half.

(c.) Workers shall not be called upon to work for more than six hours consecutively without having an interval for meals.

*Apprentices.*

7. (a.) Any employer taking an apprentice to learn the trade shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under this agreement, and shall pay such apprentice not less than the undermentioned rate of wages namely: For the first year, 17s. 6d. per week; for the second year, £1 2s. 6d. per week; for the third year, £1 7s. 6d. per week; for the fourth year, £1 12s. 6d. per week; for the fifth year, £2 5s. per week.

(b.) The proportion of apprentices to journeymen shall not exceed one to every three journeymen or fraction of three.

(c.) The period of apprenticeship shall be five years, but three months' probation shall be allowed the first employer of any apprentice to determine his fitness, such three months to be included in the period of apprenticeship. The obligation of the apprentice to serve his employer shall be deemed to be a duty enforceable under this agreement.

(d.) At the end of the period of apprenticeship the employer shall give the apprentice a certificate to show that he has served his apprenticeship. Should the employer at any time before the termination of the apprenticeship wish for any reason to dispense with the services of an apprentice he shall give him a certificate for the time served and procure him another employer carrying on business within a reasonable distance of the original employer's place of business, who will continue to teach the apprentice, to pay the wages prescribed according to the total length of time he has served, and generally to perform the obligations of the original employer: Provided that it shall not be necessary for an employer to find the apprentice another employer if he shall so misconduct himself as to entitle the employer to discharge him, but he shall give him a certificate covering the time actually worked.

(e.) An employer taking an apprentice shall give notice thereof and of the name of the apprentice to the Inspector of Factories within one week after expiration of the period of probation, and an employer transferring an apprentice to another employer shall similarly within one week thereof give notice of such transfer to such Inspector.

(f.) An employer shall not be deemed to discharge his duty towards an apprentice if he fails to keep him at work owing to slackness of work, but such slackness may form a proper ground for transferring him to a master willing to undertake the responsibility of teaching him.

(g.) When an apprentice is discharged for cause the employer shall send notice of the discharge and the cause thereof to the Inspector of Factories.

(h.) All time lost by an apprentice through his own default in any year of his apprenticeship shall be made up by such apprentice before he shall be considered to have entered on the next succeeding year of his apprenticeship.

(i.) Youths under twenty years of age who have worked one or more years at the trade without being apprenticed may be employed as apprentices for the balance of the period of five years at not less than the wages herein provided. The period of probation in these cases shall be one month.

#### *Out-port Work.*

8. (a.) "Out-port work" means work performed by a worker which necessitates his lodging elsewhere than at his usual place of residence.

(b.) A worker employed on out-port work shall be conveyed by his employer to and from such work free of charge, or his travelling-expenses (with an allowance at current rates for all necessary meals) going to and returning from such work shall be paid by the employer, but once only during the continuance of the work if the work is continuous and the worker is not in the meantime recalled by his employer.

(c.) The employer shall provide every worker employed on out-port work with suitable board and lodging while so employed.

(d.) Time occupied in travelling shall be paid at the ordinary rates, but no journeyman shall be paid more than an ordinary day's wages for any day occupied by him in travelling, although the hours may exceed eight, unless he is on the same day occupied in working for his employer.

(e.) Men employed on out-port work by their employers shall be in all cases paid in accordance with the rates herein prescribed.

#### *Salvage Work.*

9. The rate of wages to be paid to journeymen shipwrights when employed on salvage work shall be a matter of arrangement between

the employer and the workers concerned in this particular class of work, and in the event of failure to agree the same shall be referred to the Inspector of Awards as hereinafter provided.

*Travelling-time.*

10. (a.) Shipwrights employed by the Wellington Patent Slip Company (Limited) who are required to work for a full day at any of the city wharves—viz., from 8 a.m. until 5 p.m.—shall be paid 1s. 9d. per day extra as travelling-allowance. Shipwrights employed by S. Wood and Son and Jenkins and Parker who are required to work for a full day at the Patent Slip shall likewise be paid 1s. 9d. per day extra as travelling-allowance.

(b.) When men travel one way only in their own time—that is, either to or from such work—they shall be entitled to half the above-named travelling-allowance.

*Sharpening Tools.*

11. (a.) When two or more men are employed the employer shall provide proper grindstone facilities.

(b.) When a worker has been regularly employed on any work where he is using his edge tools for one week or more he shall be entitled, on being discharged, to either receive two hours' notice (during which time he shall have the right to sharpen his tools if they require sharpening) or to be paid two hours' extra time.

*Employers to provide certain Tools.*

12. Employers shall provide all cramps and all augers over three-quarters of an inch in diameter.

*Working over-side.*

13. When men are working over-side, suitable life-lines shall be provided.

*Dirty Work.*

14. The following shall be classed as "dirty work" and shall be paid 1s. per day extra for each day or part of a day: Repairing hoppers and doors of dredgers, under engine-room and stokeholds, floors, bunkers, steering-gear, enclosed places in silt-punts.

*Preference.*

15. (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.

#### *Under-rate Workers*

16. (a.) Any worker who considers himself incapable of earning the wage fixed by this agreement may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capabilities, his past earnings, and such other circumstances as such Inspector shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b.) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c.) Notwithstanding the foregoing it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d.) It shall be the duty of the union to give notice to the Inspector of Factories of every agreement made with a worker pursuant hereto.

(e.) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

(f.) The proportion of under-rate workers shall not exceed one to every three fully paid journeymen or fraction of three after the first three.

#### *Foremen.*

17. Nothing in this agreement shall apply to foremen.

*Settlement of Disputes.*

18. Any dispute in connection with any matter not provided for in this agreement shall be settled between the particular employer and the secretary or president of the union, and in default of any agreement being arrived at then such dispute shall be referred to the local Inspector of Awards, who may decide the same or refer the matter to the Court. Either party dissatisfied with the decision of the Inspector of Awards may appeal to the Court on 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.

*Scope of Agreement.*

19. The operation of this agreement is limited to an area lying within twelve miles from the Chief Post-office in the City of Wellington.

*Term of Agreement.*

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

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

WELLINGTON SHIPWRIGHTS' INDUSTRIAL UNION  
OF WORKERS :

[SEAL.]

LEWIS GLOVER, President.  
J. G. BRUCE, Secretary.

The seal of the Wellington Shipwrights' Industrial Union of Workers was hereunto affixed by order of the Union, and the signatures of Lewis Glover and J. G. Bruce were hereunto subscribed in the presence of A. Garrod.

Signed on behalf of the Wellington Patent Slip Company (Limited)—  
C. T. JARVIS, Secretary.

Witness to signature—L. N. Deenley.

Signed on behalf of S. Wood and Son—  
P. G. WOOD.

Witness to signature—Alfred Thomson.

Signed on behalf of Jenkins and Parker—  
P. M. JENKINS.

Witness to signature—A. Brown.

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.