

(10479.) ONEHUNGA, NEW PLYMOUTH, PATEA, WANGANUI, NAPIER,
WELLINGTON, NELSON, GREYMOUTH, AND LYTTTELTON DOCK
LABOURERS.—INDUSTRIAL AGREEMENT.

[Filed in Office of Clerk of Awards, Wellington.]

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and of section 5 of the Industrial Conciliation and Arbitration Amendment Act, 1932, this 21st day of June, 1933, embodies the terms of the settlement arrived at by the assessors on a Council of Conciliation held in Wellington on the 21st day of June, 1933, the said Council being duly appointed for the hearing of the industrial dispute between—

The New Zealand Waterside Workers' Federation Industrial Association of
Workers, Wellington

Greymouth Waterside Workers' Industrial Union of Workers, Richmond
Quay, Greymouth

Lyttelton Waterside Workers' Industrial Union of Workers, Coronation
Hall, Lyttelton

Napier Waterside Workers' Industrial Union of Workers, Port Ahuriri

Nelson Waterside Workers' Industrial Union of Workers, Nelson

New Plymouth Waterside Workers' Industrial Union of Workers, New
Plymouth

Patea Waterside Workers' Industrial Union of Workers, Patea
 Wanganui Waterside Workers' Industrial Union of Workers, Town Wharf,
 Wanganui
 Wellington Waterside Workers' Industrial Union of Workers, Wellington
 Onehunga Waterside Workers' Industrial Union of Workers, Onehunga

(hereinafter called "the union") of the one part, and—

NORTHERN INDUSTRIAL DISTRICT.

Frankham, A. G., Ltd., Onehunga
 Northern Steamship Company, Limited, Onehunga

TARANAKI INDUSTRIAL DISTRICT.

New Plymouth Harbour Board, New Plymouth
 South Taranaki Shipping Co., Patea

WELLINGTON INDUSTRIAL DISTRICT.

Holm and Co., Wanganui
 Mokau Colliery Co., Wanganui
 New Zealand Refrigerating Co., Wanganui.
 Northey, John, Shipwright, Meance Quay, Westshore, Napier
 Richardson and Co., Ltd., Napier
 South Taranaki Shipping Company, Wanganui
 Union Steam Ship Company of New Zealand, Limited, Wellington
 Wanganui Harbour Board, Wanganui
 Wellington Patent Slip Co., Ltd., Evans Bay, Wellington

NELSON INDUSTRIAL DISTRICT.

Anchor Shipping and Foundry Co., Nelson

WESTLAND INDUSTRIAL DISTRICT.

Greymouth Harbour Board, Greymouth
 Westland Shipping Company, Greymouth

CANTERBURY INDUSTRIAL DISTRICT.

Canterbury Steam Shipping Co., Ltd., Christchurch
 Grubb, J., Lyttelton
 Lyttelton Harbour Board, Lyttelton
 Miller, J., Ltd., Lyttelton
 Sinclair, Melbourne, and Co., Ltd., Lyttelton
 Smith, H., Ltd., Lyttelton
 Union Steamship Co. of New Zealand, Ltd., Lyttelton
 Whitford, C., Lyttelton

(hereinafter called "the employers") of the other part, the said terms of settlement being as set out in the schedule hereto.

SCHEDULE.

For the ports of Onehunga, Greymouth, Lyttelton, Napier, Nelson,
 New Plymouth, Patea, Wanganui, and Wellington.

Hours of Work.

1. The ordinary daily hours of work shall be eight, to be worked between 7.30 a.m. and 5 p.m. Mondays to Fridays (both inclusive), and on Saturdays four hours between 7.30 a.m. and 12 noon. All other time shall be classed as overtime.

Holidays.

2. (a) For all hours worked on Sundays, Christmas Day, New Year's Day, Good Friday, and Labour Day, double time shall be paid.

(b) For all hours worked on Anniversary Day (except at Lyttelton), picnic day, Easter Monday, King's Birthday, and Boxing Day, time and a half shall be paid. At Lyttelton 2nd January shall be a holiday in lieu of Anniversary Day.

Overtime.

3. (a) Overtime shall be worked as required by the employer. For all work done in excess of the hours mentioned in clause 1 hereof, payment shall be made at the rate of time and a half.

(b) Any worker required to commence work after the cessation of public wheeled traffic or before the ordinary time of starting of such traffic, and any worker who may work continuously until after the cessation of public wheeled traffic and cease work before the ordinary time of starting of such traffic, shall be paid for time occupied in travelling from or to his home, computed on three miles per hour, at ordinary rates of pay, except that, if a conveyance is provided for the worker by his employer, he shall not be entitled to payment for this travelling time.

For the purpose of this clause "public wheeled traffic" shall mean trams, buses, trains, or ferries ordinarily used by workers travelling to and from their work.

(c) No worker shall be required to work more than five hours continuously without a meal, except in cases of emergency, such as delays in docking or undocking, slipping or unslipping vessels, in which case the time shall be extended to six hours, and time and a half rates shall be paid for the sixth hour. Subject to the foregoing, the ordinary 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.

(d) Any worker having worked all day and night and being required to continue working on into the next day shall be paid time and a half rates for all such time worked after 8 a.m. on the second day.

(e) Any worker having worked all day and having continued to work till after midnight shall be given eight hours off or be paid time and a half rates for all time worked on the second day.

(f) A worker brought back from his home at night shall be guaranteed a minimum of two hours at time and a half.

(g) Meal-money: The employer shall allow meal-money at the rate of 1s. 3d. per meal when workers are called upon to work overtime after 6 p.m. Mondays to Fridays inclusive, or after 1 p.m. on Saturdays, provided that such workers cannot reasonably get home to their meals.

(h) Supper and crib time when working overtime shall be paid for.

Classes of Work.

4. The work covered by this agreement shall be: Overhauling work on vessels while on a slip or in a floating or dry dock, such as chipping, cleaning, scrubbing, painting, and tarring the outside of hulls (other than the top sides of passenger vessels), cleaning, chipping, or working in all tanks, peaks, bilges, chain lockers, and in and under the boilers; chipping and cleaning oil-fuel tanks; rigging, and such other work as may be required by the employer.

Wages.

5. (a) The rate of wages to be paid to workers covered by this agreement shall be 1s. 10d. per hour ordinary time.

(b) All wages shall be paid weekly and on Friday. In the event of a holiday falling on a Friday wages shall be paid on Thursday.

Travelling-time.

6. (a) Except at Wellington, men engaged for work coming within the scope of this agreement shall be paid for the time of travelling at the rate of 1s. 10d. per hour, but if the travelling is performed outside of the ordinary working-hours payment shall be made at the ordinary overtime rate.

This provision shall not apply in ports at which it has hitherto been customary for the men to proceed to and/or from the job without payment of travelling time.

(b) If men employed at the Wellington Patent Slip are sent to work at a job at any of the wharves in Wellington, or at the Jubilee Dock, or at Miramar, they shall, on the first day of their employment, travel to such job in the employer's time, but on subsequent days they shall proceed to the job in their own time, but if such job is at the Jubilee Dock or at Miramar the provisions of paragraph (c) hereof shall apply.

(c) Workers required to work at the Jubilee Dock or at Miramar, Wellington, on the second or subsequent days of their employment shall be paid 9d. each way to cover travelling time and fares, or in lieu thereof the employer may provide a free conveyance.

Dirty Work.

7. While workers are employed cleaning or working in tanks, peaks, bilges, chain-lockers, in and under the boilers, and cleaning and chipping oil-fuel tanks they shall be paid 1s. 3d. per day as dirt-money for any portion of the day worked.

Engagement of Labour.

8. The employer may employ any person, whether actually in his service or not, to engage labour on his behalf. Such labour shall be engaged at the usual place of engagement for waterside workers who follow repair work at the port concerned.

At Wellington the hours of engagement shall be 7.30 a.m. to 10.30 a.m.

At other ports the hours of engagement shall be those specified for the engagement of labour under the current Waterside Workers' agreement.

Such workers may be engaged during these hours to start work at any time during the ordinary or overtime hours on the same day or for the next working-day up to 8 a.m., as may be stated by the person engaging labour.

Workers so engaged shall not be entitled to travelling time or fares to and/or from the job, except as provided in clause 6 hereof, and their wages shall not commence until the time they were ordered to start work and attend on the job for which they were engaged.

Labour required after the above-mentioned hours of engagement shall be immediately supplied by the union at the port concerned on the request of the employer, failing which the employer may forthwith engage other labour at any place at which it is obtainable.

Transfer.

9. Labour engaged under this agreement may be transferred at any time (ordinary or overtime) from job to job or ship to ship as may be required by the employer.

Time-keeping.

10. All workers employed under this agreement shall, if and when required by the employer, sign on and off at the employer's time office, and also assist in making out their own time sheets.

Preference.

11. (a) Subject to the provisions of paragraph (b) hereof, if and so long as the respective unions shall permit any person over twenty years of age of good character and sober habits, who intends to be employed at ship repair and dock work, 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 to continue such member upon payment in advance of subsequent contributions not exceeding 1s. per week for the first month's membership, and thereafter 13s. per quarter or £2 per annum, then and in such case the employer shall employ members of the union in preference to non-members, provided that there are competent 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.

(b) The Local Disputes Committee at the respective ports may agree to limit the number of men required to carry on the work covered by this agreement, and may in like manner agree from time to time to increase or reduce the number required to carry on this work.

(c) When a tradesman is working on a job his assistant may be employed at any work connected with that particular job in way of repairs notwithstanding that such work is covered by this agreement.

(d) Nothing contained herein shall operate to prevent the employment of members of a ship's crew (while on articles) or of the donkeyman and/or boatswain of the ship even if off the ship's articles on any of the work covered by this agreement.

(e) When members of the union and non-members are employed together there shall be no distinction between them, and both shall work together in harmony and under the same conditions, and shall receive equal pay for equal work. In all cases any non-union man employed may be permitted to continue working until work ceases for the day, and if the job has not been completed he shall be replaced on the following day with union labour if competent men are available.

Stop-work Meetings.

12. Men employed under the terms of this agreement shall not absent themselves from work for the purpose of attending any stop-work meeting unless their attendance has been previously authorized by the Local Disputes Committee at the port concerned.

Local Disputes Committee.

13. If a dispute shall arise between the parties to this agreement on any matter arising out of or connected therewith and not specifically dealt with therein, it shall be referred to a committee comprised of three representatives of the union and three representatives of the employers for a decision. The decision of the majority of the committee shall be binding, and, if no decision is arrived at, either party may refer the dispute to the Court of Arbitration within fourteen days from the time the Local Disputes Committee failed to arrive at a decision.

Term of Agreement.

14. This agreement shall come into force on the 6th day of July, 1933, and shall remain in force until the 23rd day of November, 1933.

In witness whereof the said assessors have executed these presents pursuant to the said section 5 of the Industrial Conciliation and Arbitration Amendment Act, 1932, the day and year first before written.

Signed by the assessors appointed on behalf of the employees—

L. GLOVER.
JAS. ROBERTS.
JOHN FLOOD.

Signed by the assessors appointed on behalf of the employers—

W. BENNETT.
W. G. SMITH.
T. O. BISHOP.

Witness—Pat Hally, Conciliation Commissioner.
