

(10971.) OTAGO SHIPWRIGHTS AND BOATBUILDERS.—INDUSTRIAL AGREEMENT.

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 14th day of December, 1935, embodies the terms of the settlement arrived at by the assessors on a Council of Conciliation held in Dunedin on the 14th day of December, 1935, the said Council being duly appointed for the hearing of the industrial dispute between the Dunedin and Port Chalmers United Shipwrights' Industrial Union of Workers (hereinafter called "the union") of the one part, and the—

Union Steam Ship Co. of New Zealand, Ltd., Dunedin
 Port Chalmers Repair Works, Port Chalmers
 Love Construction Co., Ltd., Halsey Street, Dunedin
 Miller and Tunnage, Ltd., Careys Bay, Port Chalmers
 Otago Harbour Board, Dunedin
 H. L. Tapley and Co., Ltd., Dunedin
 Stevenson and Cook Engineering Co., Ltd., Port Chalmers
 Keith Ramsay and Co., Dunedin
 R. Leftwich, Port Chalmers
 N.Z. Shipping Co., Ltd., Dunedin
 Shaw, Savill, and Albion Co., Ltd., Dunedin
 Commonwealth and Dominion Line, Ltd., Dunedin

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

SCHEDULE.

Hours of Work.

1. (a) Forty-four hours shall constitute a week's work—eight hours on five days of each week, between the hours of 7.30 a.m. and 5 p.m., and four hours on Saturdays, between the hours of 7.30 a.m. and 12 noon.

(b) The place of engagement shall remain as at present unless altered by the Disputes Committee.

Wages.

2. The minimum rate of wages for journeymen shipwrights and boatbuilders shall be 2s. 2d. per hour.

Overtime.

3. (a) Overtime shall be worked as required by the employer. All work done outside 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. Any worker being required to continue working on into the next day shall be paid time and a half rate for all such time worked.

(b) Any worker having worked all day and night until the ordinary time of starting work next day and being required to continue working on into the next day shall be paid time and a half rates for all such time worked on the second day.

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

Meal Hours.

4. No workers shall be required to work more than five hours continuously without a meal, except in cases of emergency, such as getting holds or compartments ready for cooling down, delays in docking or undocking, 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.

Holidays.

5. (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 2nd January, Easter Saturday, Easter Monday, King's Birthday, and Boxing Day, time and a half shall be paid.

Dirt Money.

6. (a) Men employed repairing hoppers and doors of dredges in dry dock, and at any repair work under engine-room, stokehold, or tunnel flooring, and in coal-bunkers, or overhauling steering-gear chains, or caulking or repairing the bottoms of punts, shall be paid 1s. 3d. per day extra.

(b) Any shipwright working with pumice, charcoal, cork, or silicate of cotton in connection with insulation work in any confined or unventilated space to be paid 3d. per hour extra while so employed.

(c) For exceptionally dirty work each job shall be considered on its merits, and such remuneration shall be paid as may be mutually agreed upon between a representative of the union and the employer concerned.

(d) For work aloft above the main rigging 1s. 6d. per day extra shall be paid for each day or part of a day a shipwright is so employed.

Travelling-time.

7. (a) Journeymen travelling between Port Chalmers and Dunedin, or *vice versa*, shall be paid 5s. per day (or part of

a day), such payment to cover travelling-time, railway fares, and meals. Where a worker is required to take tools that cannot be carried conveniently the employer shall arrange for the transport of same. When such men are called upon to work overtime after 6 p.m., Mondays to Fridays inclusive, or after 1 p.m. on Saturdays, an extra allowance of 1s. shall be paid.

(b) Journeymen engaged at Dunedin or Port Chalmers to be employed at other ports shall be conveyed by their employer to and from such work free of charge, but once only during the continuance of such work. Time occupied in travelling during ordinary working hours or on Sunday between 8 a.m. and 5 p.m. or Saturday afternoons up to 5 p.m. shall be paid at ordinary rates.

(c) When a worker is required to travel by steamer, a saloon passage on boats, other than mail-steamers, shall be provided.

(d) Journeymen when working at out-ports shall be provided by the employer with suitable board and lodging.

Salvage Work.

8. The rates of wages to be paid to workmen when employed on salvage work shall be a matter of arrangement between the employer and the union concerned in this particular class of work, and in the event of failure to agree the matter shall be referred to the Disputes Committee hereinafter provided for settlement, and if they fail to reach a settlement they shall appoint an independent arbitrator who shall decide the rate of remuneration to be paid.

Payment of Wages.

9. (a) All wages shall be paid in full weekly on Fridays. Payment shall be made up to 5 p.m. on the previous Wednesday.

(b) When a man through sickness or by reason of the fact that he is leaving the work is unable to collect his wages on the usual pay day an order from him for any wages due (the said order to be countersigned by the president or secretary of the union) shall be honoured by the employer.

Light and Shelter.

10. In all cases where artificial light is required in or on dock or ship work, electric light shall be supplied where available; and proper shelter shall be provided and erected in wet weather, and also proper staging for workmen.

Transfer of Labour.

11. Before transferring labour from one job to another the employer shall first ascertain if there are men who in his

opinion are competent and suitable for the work required to be done available at the place of engagement who are willing to accept employment, and in such case he shall employ such men in preference to those already working.

Disputes Committee.

12. Any dispute in connection with any matter not provided for in this agreement shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at then such dispute shall be referred to a committee comprised of two representatives of the union and two representatives of the employers with an independent arbitrator for decision. The decision of the majority of this committee shall be binding. If no decision can be arrived at, either party may refer the matter to the Court of Arbitration.

Sharpening and providing Tools.

13. (a) When a worker has been regularly employed on any work where he is using his edged 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 be paid two hours' extra time.

(b) The employer shall provide proper grindstone facilities, all cramps, and all augers over $\frac{3}{4}$ in. in diameter. Where practicable a lock-up place shall be provided for workers' tools.

Medical Outfit.

14. A first-aid medical outfit shall be provided and maintained by the employer, and shall be kept in a convenient place for use in case of accident to his employees.

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 fourteen 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 this 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 1s. per week, and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given him or sent to him by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being more than three months in arrear, without reasonable excuse, in his contributions to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his contributions, and £1 for misconduct at a meeting of the union.

(c) Where any work coming within the scope of this agreement is also included in the award or agreement (industrial or other) of any other union, the employer may employ members of either union to do such work.

Foremen.

16. Nothing in this agreement shall apply to foremen who are permanently employed.

Scope of Agreement.

17. This agreement shall operate throughout the Otago and Southland Industrial District.

Term of Agreement.

18. This agreement shall come into force on the day of the date hereof, and shall continue in force until the 30th day of April, 1937.

In witness whereof the assessors appointed for the hearing and settlement of the said dispute have hereunder signed their names 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 applicants—

W. R. CLARKE.
C. HARDY.
S. B. MACDONALD.

Signed by the assessors appointed on behalf of the respondents—

W. G. SMITH.
R. A. WARD.
WYBRANTS OLPHERT.
D. B. CUNNINGTON.

Witness to the above signatures—S. Ritchie, Conciliation Commissioner.