

(10753.) NEW ZEALAND CARPENTERS AND JOINERS (ON SHIP WORK).—INDUSTRIAL AGREEMENT.

[Filed in the Office of the 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 9th day of March, 1935, embodies the terms of the settlement arrived at by the assessors on a Council of Conciliation held in Wellington on the 9th day of March, 1935, the said Council being duly appointed for the hearing of the industrial dispute between the New Zealand Amalgamated Society of Carpenters' and Joiners' Industrial Association of Workers (hereinafter called "the union") of the one part, and the—

United Repairing Co., Ltd., Quay Street, Auckland,
The New Zealand Shipping Co., Ltd., Customhouse Quay,
Wellington,

Shaw, Savill, and Albion Co., Ltd., Featherston Street, Wellington,

Wellington Patent Slip Co., Ltd., Wellington,

Union Steam Ship Co. of New Zealand, Ltd., Wellington,

Wood and Son, Shipwrights, Waterloo Quay, Wellington,

Northey, J., Shipwright, Patent Slip, Napier,

Miller, J., Ltd., Shipwright, Dockhead, Lyttelton,

Whitford, G., and Co., Shipwrights, Simeon Quay, Lyttelton,

Grubb, John, Shipwright, 70 London Street, Lyttelton

(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. Forty-four hours shall constitute a week's work, of which eight hours shall be worked on five days of the week, and four hours on Saturday—to be worked between the hours of 7.30 a.m. and 5 p.m. on five days of the week, and between the hours of 7.30 a.m. and noon on Saturdays.

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

(c) If any of the prescribed holidays is not generally observed in any locality, an employer may substitute any other day generally observed as a holiday in that locality.

(d) Notice of closing-down for Christmas holidays shall be posted in a conspicuous place at least three days before the holidays.

Overtime.

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

(b) No worker 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, 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.

(c) 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.

(d) 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.

(e) *Meal-money.*—The employer shall allow meal-money at the rate of 1s. per meal when workers are called upon to work overtime after 6.30 p.m., Mondays to Fridays inclusive, or after 1.30 p.m. on Saturdays, provided that such workers cannot reasonably get home to their meals.

(f) 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.

Wages.

4. (a) The minimum rate of wages to be paid to workers under this agreement (when they are not provided for under other awards or agreements) shall be: For carpenters, joiners, and joiners' machinists, 2s. 2d. per hour.

(b) Where a worker has been specially directed by his employer to take charge of any outside job, such worker shall be paid 1s. per day extra, provided that the job shall extend for one day or more.

(c) All wages shall be paid weekly and on Fridays, and within fifteen minutes of knocking off work. In the event of a holiday falling on a Friday, wages shall be paid on Thursday.

(d) All wages shall be paid on dismissal of a worker or, if the worker leaves of his own accord, within twenty-four hours of leaving.

Travelling-time.

5. (a) Journeymen shall be paid travelling-time between the hours of 7.30 a.m. and 5 p.m. on all days occupied in travelling when sent away in a vessel, unless they are at the same time employed at work thereon, and in returning home from such vessel, such travelling-time to be paid for at ordinary rates, but not to a greater amount than eight hours in the day. All passage-money shall be paid by the employer, and meals provided in all cases where meals are not included in the fare.

(b) When a worker is required to travel by coastal steamer or by train second-class fares shall be provided.

(c) Workers required to work at Miramar, Wellington, or at the Calliope Dock, Devonport, Auckland, shall be paid 9d. each way to cover travelling-time and fares, or, in lieu thereof, the employer may provide free conveyance.

(d) Men engaged at the Wellington Patent Slip, Evans Bay, Wellington, who are required to work at the Jubilee Dock, Wellington, shall be paid 9d. each way to cover travelling-time and fares, or, in lieu thereof, the employer may provide free conveyance.

Heat and Cold.

6. (a) Any worker required to work in any compartment or confined space where the heat exceeds 120 degrees Fahrenheit shall be paid at time and a quarter rate.

(b) No worker shall be compelled to work in any space where the temperature has been raised to above 150 degrees.

(c) Workers engaged in freezing-chambers where the temperature is below 35 degrees shall be paid 4d. extra per hour while so engaged.

(d) The person in charge of the job and a representative of the workers shall determine and certify to the temperature of any place for the purpose of this clause of the agreement.

Dirty Work.

7. (a) Any worker employed at the following work shall be paid 1s. 3d. per day extra as dirt-money: Under lower platform in engine-rooms and stokeholds and in hoppers, bunkers, cleaning bilges and oil-tanks (unless steamed out), or repairing vessels damaged by fire where it is necessary for the workers to handle charred or burnt timber.

(b) "Day" shall mean any portion of the twenty-four hours during which a worker is employed at work coming within the meaning of this clause.

(c) Any journeyman working with pumice, charcoal, or silicate or other insulating-material in connection with insulation work in confined or unventilated spaces, or where the air is impregnated with the dust of any of those materials, shall be paid 3d. extra per hour.

Notice to Leave.

8. Where a worker has been regularly employed for two weeks or more he shall, on being discharged, be entitled to be given two hours' notice, during which time he may put his tools in order, or he shall receive two hours' extra pay in lieu of notice. When a worker leaves for any reason other than illness he shall give his employer or the foreman in charge of the work two hours' notice of his intention to leave.

Engagement of Labour.

9. 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 a place or places of engagement in each port covered by this agreement, as agreed upon between the employers parties to this agreement and the secretary of the union. For the purpose of this paragraph, Dunedin and Port Chalmers shall be treated as separate ports.

Such workers may be engaged to start work at any time during the ordinary or overtime hours on the same day or for the next working-day, 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 5 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, or at the time at which they actually start work if earlier than the time for which they were ordered.

If at any time labour is not available at the place or places of engagement, it 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.

This clause 9 shall not apply to the Wellington Patent Slip Co., Ltd., Wellington, whose present practice in connection with the engagement of labour shall continue.

Ships' Carpenters.

10. This agreement shall not apply to any carpenter or joiner who is employed from time to time on board any ship belonging to or controlled by the said employers, so long as such carpenter or joiner is on the articles of any ship, or is standing by the ship on sea-going wages during repair or overhaul.

Preference.

11. (a) If and so long as the rules of the respective unions shall permit any person coming within the scope of this agreement of good character and sober habits to become a member of any 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 of subsequent contributions not exceeding 1s. per week, then and in such case the employers shall employ 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.

(b) 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.

(c) Where any work covered by 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.

Matters not provided for.

12. The essence of this agreement being that the work of the employers shall not on any account whatsoever be impeded, but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this agreement or any of them, as to any matter whatsoever arising out of or connected therewith, and not dealt with in this agreement, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon, or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

Scope of Agreement.

13. This agreement shall operate throughout all the Industrial Districts of New Zealand.

Term of Agreement.

14. This agreement shall come into force on the 4th day of April, 1935, and shall continue until the 3rd day of April, 1937.

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—

1. J. MOULTON.
2. GEORGE FLEMING.
3. ERNEST CHAS. SUTCLIFFE.
4. A. T. COCKERILL.
5. SAMUEL IKIN.
6. S. KENNING.
7. THOMAS BLOODWORTH.

Signed by the assessors appointed on behalf of the employers—

1. D. JAMIESON.
2. W. OLPHERT.
3. ALFRED THOMSON.
4. A. BLACK.
5. W. G. SMITH.

Witness—Pat Hally.