

## WELLINGTON INDUSTRIAL DISTRICT.

(10795.) WELLINGTON (12-MILE RADIUS) SHIPWRIGHTS, BOATBUILDERS, AND SHIPS' CARPENTERS.—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 26th day of April, 1935, embodies the terms of the settlement arrived at by the assessors on a Council of Conciliation held in Wellington on the 11th and 26th days of April, 1935, the said Council being duly appointed for the hearing of the industrial dispute between—

The Union Steam Ship Co. of New Zealand, Ltd., Wellington  
The Wellington Patent Slip Co., Ltd., Evans Bay, Wellington

S. Wood and Son, Ltd., Ballance Street, Wellington

(hereinafter called "the employers") of the one part, and

The Wellington Shipwrights and Boatbuilders' Industrial Union of Workers, Wellington

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

## SCHEDULE.

## PART I.

*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 7.30 a.m. and 5 p.m., and four hours on Saturdays, between the hours of 7.30 a.m. and 12 noon.

*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 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. 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.

(d) The employers shall allow meal-money at the rate of 1s. 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.

(e) 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.

#### *Holidays.*

4. (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.

#### *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. 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.

*Out-port Work.*

7. (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 for at the ordinary rates, but not to a greater amount than eight hours in a day.

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

(f) Notwithstanding the foregoing, in the case of a worker required to travel between Wellington and Lyttelton for the purpose of working on the ferry-steamers and his being furnished with saloon accommodation, the payment for travelling-time in respect of any trip shall not exceed the equivalent of four hours at ordinary rates of pay.

*Working Aloft.*

8. For work aloft above the main rigging 1s. 3d. per day extra shall be paid for each day or part of a day a shipwright is so employed.

*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 matter shall be referred to a committee consisting of three representatives of the union and three representatives of the employers, and if they fail to reach an agreement they shall appoint an independent chairman, who shall have a casting-vote.

*Travelling-time.*

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

(b) 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.

*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  $\frac{3}{4}$  in. in diameter.

Where practicable a lock-up place shall be provided for workers' tools.

*Working Overside.*

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

*Dirty Work.*

14. (a) The following shall be classed as dirty work, and shall be paid for at the rate of 1s. 3d. extra for each day or part of a day: Repairing hoppers and doors of dredges; under lower platform in engine-room and stokeholds; between top of boiler and deck; work in bunkers, chain lockers, and on steering-gear.

(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.

*Foremen.*

15. Nothing in this agreement shall apply to foremen.

*Settlement of Disputes.*

16. 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 chairman for decision. The decision of a majority of this committee shall be binding. If no decision can be arrived at either party may refer the matter to the Court.

*Preference.*

17. (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 6d. 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 to 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.

(d) The provisions of this clause shall apply to ships' carpenters engaged in New Zealand ports, but not to ships' carpenters engaged in ports outside of New Zealand.

*Scope of Agreement.*

18. Except as regards the provisions relating to out-ports, the scope of this agreement is limited to an area lying within

twelve miles from the General Post Office in the City of Wellington, and the agreement shall apply only to the parties named herein.

PART II.—SHIPS' CARPENTERS.

The foregoing clauses of this agreement shall not apply to ships' carpenters, and, in lieu thereof, the following clauses shall apply:—

*Rates of Pay.*

19. The rates of pay for ships' carpenters, so long as any such carpenter is on the articles of a ship, or is working by the ship on seagoing wages during repair or overhaul, shall be £16 7s. per calendar month; and when so kept working by the ship on seagoing wages 1s. 6d. for each meal and 4s. for a bed shall be paid in addition to the wages prescribed in this clause.

*Discharge.*

20. (a) A carpenter may be discharged or claim his discharge at the port where he first joined the ship, after he has made a voyage in the vessel, by giving not less than twenty-four hours' notice, the notice to be given by either party not less than twenty-four hours before the ship leaves port, and may be given on any day (Sundays and holidays included), and may be given in port or at sea.

(b) If the ship be laid up or the articles of agreement expire at any port other than the port where the carpenter first joined the ship, or if he be discharged by the ship at any port other than the port where the carpenter first joined the ship, the carpenter shall be provided by the employer with a free passage to the port in Australasia where he first joined the ship, with wages up to the time at which in due course he should arrive thereat.

(c) In cases where transport is not immediately available the carpenter shall be paid sustenance for the time waiting at the rate of 1s. 6d. for each meal and 4s. for a bed, and in the case of a carpenter returning to the port where he first joined the ship by rail this allowance shall continue during the period occupied by the rail journey.

(d) Should a carpenter be discharged at his own request he shall not be entitled to a free passage to his home port or to wages until arrival thereat; but this shall not apply where a ship is laid up or where the articles of agreement expire by effluxion of time.

(e) Where a carpenter is entitled to the benefits of this clause the master of the ship, on signing him off the articles,

shall deliver to the carpenter an order for wages and sustenance-money on the office of the employer at the port the carpenter is travelling to, or may pay him the amount in cash.

(f) Where a carpenter is sent from one port to another to join a ship, the former port shall be deemed to be his home port for the purpose of this clause.

(g) Where a free passage is granted under this clause the carpenter shall be provided with accommodation in the ordinary passenger accommodation of the ship.

#### *Hours of Labour.*

21. (a) Except as hereinafter provided, the hours of labour shall not be more than eight in a day, and shall be between the hours of 6 a.m. and 5 p.m.

(b) On Sundays and holidays routine duties, such as sounding wells and oiling steering-gears, shall be performed without payment of overtime.

(c) A carpenter shall attend when required any medical inspection in port, or any boat or fire drill in port or at sea, and do any work that is required of him for the safety of the ship without overtime payment.

#### *Overtime.*

22. For all work done over the ordinary hours of labour carpenters shall be paid overtime at the rate of 2s. 6d. per hour.

#### *Weekly Time-off.*

23. (a) Each carpenter shall be entitled to leave of absence from his ship for a time equivalent to four working-hours for each week he has been employed, and such time off shall be given at his home port or, in the case of trans-Pacific and/or intercolonial ships, either at his home port or at any of the main ports—viz., Auckland, Gisborne, Napier, Wellington, Picton, Nelson, Lyttelton, Timaru, Oamaru, Port Chalmers, Dunedin, Bluff, New Plymouth, Suva, San Francisco, San Pedro, Vancouver, Newcastle, Sydney, Hobart, Melbourne, Adelaide, Brisbane, or Fremantle. By agreement with the carpenter, any such time off may be allowed at any other port than those referred to herein. This time is to be given during a working-day, from 7 a.m. to 5 p.m., and if not given shall be paid for on the basis of half a day's pay at overtime rate, or shall be allowed to accumulate for not longer than five months in the case of trans-Pacific cargo-ships, and for not longer than three months for all other ships, and then be given in whole days or part days at the home port or other main ports as hereinbefore provided. At the expiry of the said period of three

months or five months, as the case may be, any weekly time off remaining due is to be paid for when the next monthly wages are being paid.

(b) In the case of a ship (other than a trans-Pacific and/or intercolonial ship) which is not regularly trading to the home port, then the time off may be given at the following ports—viz., Auckland, Onehunga, Wellington, Lyttelton, Port Chalmers, Dunedin, Napier, Nelson, or any other port agreed to between the master and the carpenter.

(c) If a carpenter prevents the accumulated leave being given by determining the employment, the employer need only pay the half-days not allowed at sea pay rates.

#### *Continuous-service Holiday.*

24. (a) A carpenter, being in continuous employment in one vessel for over twelve months, shall be allowed a holiday of fourteen days on full pay within the following three months, provided that any excess of twelve months' service shall be included in the holiday and paid for accordingly.

(b) If a carpenter serves in the one ship for less than twelve months but for more than six months, he shall, on leaving the ship, be allowed holiday pay as for the period of his service on the basis of fourteen days per annum.

(c) If a carpenter transfers from one ship to another at the request of the employer, such transfer shall not disentitle him to the holiday under this clause.

(d) Where a man works by his ship under overhaul, the time of overhaul shall count as continuous service for the purpose of this clause, but should he not work by the ship the service up to the date of overhaul commencing shall be counted as continuous service after the overhaul if he rejoins the ship when commissioned, provided he is not employed elsewhere in the interval.

(e) Where the employment is determined by the employer before the expiration of six months through the vessel being put out of commission, or for any other reason, after not less than three months' service, the employer shall pay the employee one day's pay for each month he has served.

#### *Holidays in Port.*

25. Carpenters shall be entitled to the following holidays in port: New Year's Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, and Boxing Day.



*Holidays at Sea.*

26. If any of the following holidays be spent wholly at sea, or if the ship arrives in port from sea later than 8 a.m. on any of such holidays, the carpenter shall be entitled to a day off ashore at the port where he first joined the ship, or at any of the main ports—viz., Auckland, Gisborne, Napier, Wellington, Picton, Nelson, Lyttelton, Timaru, Oamaru, Port Chalmers, Dunedin, Bluff, New Plymouth, Suva, Papeete, San Francisco, San Pedro, Vancouver, Newcastle, Sydney, Hobart, Melbourne, Adelaide, Brisbane, and Fremantle, within one month thereafter, or to an extra day's sea-pay. The holidays are: New Year's Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day. These holidays shall be observed at sea as Sundays.

*Medical Benefits.*

27. (a) Where a carpenter is invalided on shore in or beyond New Zealand with illness or accident contracted in the service of the vessel incapacitating him from performing his duties, he shall be granted the benefits provided in section 6 of the New Zealand Shipping and Seamen Amendment Act, 1911, and if invalided on shore beyond New Zealand with illness or accident contracted in the service of the vessel incapacitating him from performing his duties, shall (except in case of death) be returned to his port of shipment in New Zealand, and his wages shall continue until the time at which he should in due course arrive at such port, but shall not in any case exceed a maximum of three months from the date he is invalided on shore.

(b) Provided that if a carpenter has been invalided on shore beyond New Zealand with illness or accident contracted in the service of the vessel incapacitating him from performing his duties and is returned to his home port before his recovery, the employer shall continue to pay his wages and maintenance and medical expenses until his recovery and he is fit for duty or until one month after his return if he does not recover and become fit for duty in that time, provided that the total payment under this paragraph shall not exceed a maximum of three months from the date he is first invalided on shore.

(c) This clause shall not apply in cases of venereal disease, or to illness or accident due to the worker's own wilful act or default or his own misbehaviour.

*Retrospective Pay.*

28. The rate of wages fixed herein for shore shipwrights and boatbuilders shall be retrospective to and including the 4th April, 1935.

*Term of Agreement.*

29. This agreement shall come into force on the day of the date hereof, except that for Part II, relating to ships' carpenters, it shall come into force on the 1st day of May, 1935, and shall continue in force until the 30th 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 employers—

LEONARD WOOD.  
W. G. SMITH.  
D. JAMIESON.  
W. OLPHERT.

Signed by the assessors appointed on behalf of the employees—

E. G. GOODWIN.  
R. D. MACGREGOR.  
J. M. WILKINGS.  
P. M. JENKINS (per E. G. G.).

Witness—Pat Hally.

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