

## WELLINGTON INDUSTRIAL DISTRICT.

**(11311.) WELLINGTON FOREMAN STEVEDORES, TIMEKEEPERS, AND PERMANENT HANDS.—INDUSTRIAL AGREEMENT.**

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments this 16th day of November, 1936, between the Wellington Foreman Stevedores, Timekeepers, and Permanent Hands' Industrial Union of Workers (hereinafter called the "union"), of the one part,

and

Anchor Shipping and Foundry Co., Ltd. (care of T. and W. Young, Ltd., Agents), Wellington

The Canterbury Steam Shipping Co., Ltd., Customhouse Quay, Wellington

Gannaway and Co., Ltd., Stevedores, Glasgow Wharf, Wellington

Holm and Co., Ltd., Shipping Agents, Johnston Street, Wellington

Johnston and Co., Ltd., Shipping Agents, Featherston Street, Wellington

The New Zealand Shipping Co., Ltd., Customhouse Quay, Wellington

Shaw, Savill, and Albion Co., Ltd., Bethune's Buildings, Featherston Street, Wellington

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

Westport Coal Co., Ltd., Cable Street, 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. The ordinary hours of work shall be, from Monday to Friday inclusive, 8 a.m. to 12 noon and 1 p.m. to 5 p.m. On Saturdays, 8 a.m. to 12 noon. Except as hereinafter provided all other time with the exception of meal-hours shall be classed as overtime.

*Wages and Overtime.*

2. (a) Foremen and timekeepers:—	Per Week.
Foreman stevedores, except as hereinafter stated .. .. .	£ s. d. 8 0 0
With a probationary period of employment of one year at .. .. .	7 10 0
Foremen employed by Johnston and Co. . . . .	7 10 0
Foremen employed by Canterbury Shipping Co. .. .. .	7 0 0
Foremen in charge of cargo repairs .. .. .	7 0 0
Timekeepers .. .. .	6 0 0
Permanent hands in charge of store .. .. .	6 0 0

The above rates are to cover all work and no extra payment made for overtime.

## (b) Permanent hands:—

(i) Permanent hands in charge of oil hulk	4 19 0
Overtime—	Per Hour.
Week-days, between 5 p.m. and 8 a.m. .. .. .	£ s. d. 0 2 6
Sundays and holidays .. .. .	0 3 9
(ii) Permanent hands in charge of coal hulk, with free quarters, light, and heating .. .. .	Per Week. £ s. d. 3 10 0
Overtime—	Per Hour.
Week-days, 6 p.m. to 10 p.m. .. .. .	£ s. d. 0 3 5
Week-days, 11 p.m. to 7 a.m. .. .. .	0 4 0
Saturday afternoons, 1 p.m. to midnight .. .. .	0 4 0
Sundays and holidays .. .. .	0 4 8
Meal-hours: 7 a.m. to 8 a.m.; noon to 1 p.m.; 5 p.m. to 6 p.m.; 10 p.m. to 11 p.m. .. .. .	0 4 8

One hour at appropriate overtime rate to be allowed for raising steam from banked fires and two hours at appropriate rate to be allowed for raising steam with cold boiler.

		Per Week.		
		£	s.	d.
(iii)	Permanent hands .. .. .	3	16	0
	Overtime—	Per Hour.		
	Week-days between 5 p.m. and	£	s.	d.
	8 a.m. . . . .	0	2	6
	Sundays and holidays .. .. .	0	3	9

The minimum period of overtime shall be two hours except in the case of a 7 a.m. start on an ordinary working-day, when the minimum shall be one hour.

When permanent hands act as foreman stevedores their rate of pay shall be made up to the rate of foreman stevedores for the time so occupied.

#### *Payment of Wages.*

3. (a) The wages of workers specified in subclause (a) of clause 2 hereof shall be paid monthly.

(b) The wages of workers specified in subclause (b) of clause 2 hereof shall be paid weekly and on Fridays.

In the event of a holiday falling on a Friday, wages shall be paid on the Thursday.

#### *Holidays.*

4. (a) Sundays, Christmas Day, Boxing Day, New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Labour Day, and the Birthday of the Reigning Sovereign.

(b) Annual Holidays: Two weeks' holiday to all permanent employees per annum (this is a minimum) at a time to be mutually agreed on.

#### *General.*

5. (a) When hulks are moored at a buoy and a launch is not provided a tug-boat will be, but the question of the days on which the tug-boat will run will be arranged by the employer and the hulk-keeper concerned.

(b) Paint to be supplied to enable hulk-keepers to paint their living-quarters once a year.

(c) Domestic tanks shall be cleaned and cemented once a year.

(d) Work overside, such as chipping, painting, or tarring, shall not be performed while hulks are moored at buoys.

#### *Matters not provided for.*

6. Should any dispute arise in connection with any matter not provided for in this agreement, or any matter arising out of

or connected therewith, between the parties, the same shall be referred to the particular employer concerned and the president and secretary of the union, and failing an agreement being arrived at, the dispute shall be referred to the local Conciliation Commissioner for decision. Either party if dissatisfied with the decision of the Conciliation Commissioner may appeal to the Court of Arbitration upon giving written notice of such appeal to the other party within fourteen days after the decision has been given by the Conciliation Commissioner.

*Workers to be Members of Union.*

7. (a) It shall not be lawful for any employer bound by this agreement to employ or to continue to employ in the industry to which this agreement relates any adult person who is not for the time being a member of an industrial union of workers bound by this agreement, or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this agreement: Provided, however, that any non-unionist may be continued in employment by an employer bound by this agreement during any time while there is no member of a union bound by this agreement who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purpose of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this agreement for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(c) The secretary or other representative of the union shall be permitted to interview employees at their place of employment once a month during working-hours for the purpose of collecting contributions due to the union.

*Out-ports.*

8. When foreman stevedores are instructed to proceed to any out-ports, they shall be paid 10s. per day, in addition to the weekly wages prescribed in clause 2, for each day they are away from Wellington; further, they shall be provided with meals, first-class fares, and sleeping-accommodation.

*Retrospective Pay.*

9. In so far as it relates to wages and overtime, this agreement will be retrospective to 1st September, 1936.

*Application of Agreement.*

10. This agreement shall apply to all foreman stevedores, timekeepers, and permanent hands employed at the Port of Wellington, but shall not in any way prevent ship's officers from supervising any work in connection with the loading or discharging of cargo.

*Scope of Agreement.*

11. This agreement shall be limited in its scope to the Port of Wellington.

*Term of Agreement.*

12. This agreement shall come into force from the day of the date hereof, and shall continue in force until the 31st day of August, 1938.

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

The Anchor Shipping and Foundry Co., Ltd.—

A. R. DYSON, Acting Manager.

Witness to the above signature—G. H. Norman.

For and on behalf of The Canterbury Steam Shipping Company, Ltd.—

H. MUNRO, Director.

Witness to the above signature—C. H. Crombie.

Gannaway & Company, Limited—

H. A. McLEOD.

Witness to the above signature—W. Bennett.

Holm & Company, Limited—

S. HOLM.

Witness to the above signature—W. Bennett.

Johnston & Co., Ltd.—

C. M. HOWARD.

Witness to the above signature—W. Bennett.

The New Zealand Shipping Company, Ltd.—

C. M. TURRELL, General Manager.

Witness to the above signature—W. Bennett.

Shaw, Savill, and Albion Company, Ltd.—

W. H. HARTMAN, Marine Superintendent.

Witness to the above signature—W. Bennett.

Union Steam Ship Company of N.Z., Ltd.—

N. FALLA.

Witness to the above signature—G. G. McFarlane.

For the Westport Coal, Co., Ltd.—

A. G. HAMILTON, Branch Manager.

Witness to the above signature—W. Bennett.

Wellington Foreman Stevedores, Timekeepers, and Permanent  
Hands' Industrial Union of Workers—

[L.S.] L. LONG, Secretary.  
W. FRASER, President.

Witness to the above signatures—A. R. McIsaac.

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