

**(11360.) NEW ZEALAND SHIPPING COMPANIES' CLERICAL
EMPLOYEES.—INDUSTRIAL AGREEMENT.**

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 10th day of December, 1936, between the

Blue Star Line (N.Z.), Ltd.

Commonwealth and Dominion Line, Ltd.

Federal Steam Navigation Co., Ltd.

Huddart Parker, Ltd.

New Zealand Shipping Co., Ltd.

Shaw, Savill, and Albion Co., Ltd.

Union Steam Ship Company of New Zealand, Ltd.

(hereinafter referred to as "the employers") of the one part, and the New Zealand Shipping Officers' Industrial Union of Workers (hereinafter referred to as "the union") of the other part, whereby it is mutually agreed by and between the said 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.

SECTION A.—GENERAL CLERICAL STAFF.

Salaries.

1. The following shall be the minimum rates of salaries which shall be paid by the employers to the officers of the clerical staff employed by them respectively, same to commence on officers attaining their sixteenth birthday (women being on date of employment), subject to provisions of the Shops and Offices Acts. All office experience after the sixteenth birthday to count as length of service for following scale:—

| Men— | Per Annum. £ | Women (including Tele-phonistes)— | Per Annum. £ |
|---------------------|-----------------|-----------------------------------|-----------------|
| First six months .. | 60 | First six months .. | 60 |
| Second six months.. | 78 | Second six months.. | 72 |
| Third six months .. | 90 | Third six months .. | 84 |
| Fourth six months.. | 102 | Fourth six months.. | 96 |
| Fifth six months .. | 114 | Fifth six months .. | 112 |
| Sixth six months .. | 126 | Sixth six months .. | 126 |
| Fourth year .. | 145 | Fourth year .. | 132 |
| Fifth year .. | 170 | Fifth year .. | 155 |
| Sixth year .. | 195 | Sixth year .. | 175 |
| Seventh year .. | 220 | Seventh year .. | 195 |
| Eighth year .. | 245 | | |
| Ninth year .. | 270 | | |
| Tenth year .. | 300 | | |
| Eleventh year .. | 310 | | |
| Twelfth year .. | 320 | | |

Thereafter on merit: Provided—

- (i) That any employees receiving a salary in excess of that provided by the above scale shall not have their salary reduced.
- (ii) That on attaining the age of twenty-one years each employee shall be entitled to receive the basic wage of £3 16s. per week for males and £1 16s. per week for females, and shall receive payment of the basic wage until such time as the salaries shown in above scale show an increase over the basic rate, when the scale will be reverted to.

Payment of Salaries.

2. Payment for male employees shall be made monthly or twice monthly, as the officer concerned may elect; any such election shall be for a reasonable and fixed period.

Meal-money.

3. Rate, 2s. To be paid to any employee working before 8 a.m. or after 6 p.m. on any week-day and before 8 a.m. or after 12.30 p.m. on a Saturday. Any employee working through any meal-hour on a Sunday or holiday as defined in this agreement to be paid meal-money.

Holidays.

4. (a) The following days shall be observed as holidays: 1st January and next following day (excluding Sunday), Good Friday, Easter Saturday, Easter Monday, King's Birthday, Christmas Day, and Boxing Day, and these shall not be counted as part of the annual leave.

(b) Every employee shall be entitled in every twelve months to fourteen days' leave on full salary during the first ten years of service and twenty-one days' leave on full salary in every twelve months after the completion of ten years' service.

(c) If such leave is not given at the time it is due, and if it is mutually agreed, such leave shall accumulate for two years and then be given in one period.

(d) At least fourteen days' notice shall be given by the employer to any employee going on leave, and such leave when granted shall be continuous.

Compensating Provisions for Work performed on Saturday Afternoons, Sundays, and Holidays.

5. When an employee is required to work on Saturday afternoon, Sunday, or any of the holidays defined in clause 4, subclause (a), he shall be compensated by receiving time off at the rate of one and a half hours for each hour worked on such days, this time off to be given not later than during the calendar month following the Saturday afternoon, Sunday, or holiday on which the employee worked.

If mutually agreed, such time off may be added to the annual holiday on the basis of a full day for work done on the holidays defined covering Easter, Christmas and New Year, and King's Birthday, and time and a half for work done on Saturdays and Sundays. Failing these provisions being complied with, payment shall be made on the following basis:—

For work performed on Saturday after 12.30 p.m., 3s. per hour:

For work performed on Sundays and holidays, 3s. per hour, with a minimum payment of 6s.:

Provided that this clause shall not apply to workers employed on shift work who customarily work on Saturday afternoons, Sundays, or holidays.

This clause, so far as optional time off is concerned, shall not apply to those companies which at the date of this agreement customarily make payment for such work.

Transport.

6. Any officer required to be on duty before 7 a.m. or after 11 p.m. shall be supplied with transport.

Travelling-expenses.

7. Officers on transfer: An officer on transfer will be reimbursed reasonable expenses for removal of furniture and effects, also actual reasonable expenses whilst in transit and terminal expenses for board as under:—

Married officers: Two weeks' board for self and family, not to exceed £15.

Single officers: Two weeks' board, not to exceed £3 15s.

Board Allowance to Junior Officers transferred.

8. Junior officers transferred by their employers in the third, fourth, and fifth year of service shall be paid a boarding-allowance in addition to their salary as follows:—

| | £ |
|-------------------------------------|----|
| During third year of service | 40 |
| During fourth year of service | 30 |
| During fifth year of service | 20 |

SECTION B.—PURSERS.

Salaries.

1. On transfer to the sea staff as an Assistant Purser or Purser the scale appearing in clause 1 of Section A, General Clerical Staff, shall be reduced by £50 per annum, provided that after such deduction the following shall be the minimum rates payable for the first four years at sea:—

| | £ |
|-------------------|----------------|
| First year | 72 per annum. |
| Second year | 84 per annum. |
| Third year | 96 per annum. |
| Fourth year | 108 per annum. |

Service both ashore and at sea to count for the purpose of ascertaining the scale rate.

Annual Leave.

2. Every Assistant Purser and Purser shall be entitled in every twelve months to twenty-one days' leave during the first

ten years of service and twenty-eight days' leave in every twelve months after the completion of ten years' service at sea-pay rates.

NOTE.—The additional week's leave allowed under the clause is to compensate for Sundays and holidays at sea.

Shore Sustenance.

3. Officers while travelling on transfer or standing by shall be paid sustenance at the rate of 12s. 6d. per day, with a maximum of £3 15s. per week.

Scope.

4. This section B applies only to ships for which articles are taken out in New Zealand.

SECTION C.—TOLL CLERKS.

Salaries.

1. Toll clerks employed at Auckland shall be paid on a basis of £312 per annum.

Meal-money.

2. Rate, 2s. To be paid to any toll clerk working before 8 a.m. or after 6 p.m. on any week-day and before 8 a.m. or after 12.30 p.m. on a Saturday. Any toll clerks working through any meal-hour on a Sunday or holiday as defined in clause 3 (a) of this section of this agreement to be paid meal-money.

Holidays.

3. (a) The following days shall be observed as holidays: 1st January, Good Friday, Easter Monday, Anzac Day, King's Birthday, Labour Day, Christmas Day, and Boxing Day, and these shall not be counted as part of annual leave.

(b) Each toll clerk shall receive fourteen days' leave on full salary for each twelve months' service.

SECTION D.—MESSENGERS AND INQUIRY CLERKS.

Salaries.

1. Employees doing the work of messengers and inquiry clerks shall be paid a minimum rate of £208 per annum for each year of service, rising in minimum annual increments of £13 per annum to £260 per annum.

Holidays.

2. These shall be the same as provided for the General Clerical Staff (section A), with a maximum of fourteen days' annual leave.

Meal-money.

3. Same as for General Clerical Staff (section A).

GENERAL PROVISIONS APPLICABLE TO ALL SECTIONS OF THIS
AGREEMENT.

Workers to be Members of Union.

1. (a) It shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or employment subject to this agreement 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 any position or 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.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Matters not Provided for.

2. If a dispute shall arise between the parties to this agreement upon any matters arising out of or in connection with the agreement and not specifically dealt with therein, it shall be referred to a committee comprised of two representatives of the union and two representatives of the employers, who shall appoint an independent chairman for decision. The decision of a majority of this committee shall be binding, except that any party adversely affected thereby shall have the right within

fourteen days after the decision is given to appeal against the decision to the Court of Arbitration, which may amend the decision in any way as, after hearing the parties, it may consider necessary or desirable.

Under-rate Workers.

3. (a) Any worker who through old age or permanent disability is incapable of earning the minimum wage fixed by this agreement may be paid such lower wage as may from time to time be fixed, on the application of the worker, to the secretary of the union, who shall forward such application to the committee set up under clause 2 hereof.

(b) Such permit shall be for such period, not exceeding six months, as the committee shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed in this clause.

(c) It shall be the duty of the union to give notice to the Inspector of Awards of every permit issued to a worker pursuant hereto.

(d) It shall be the duty of an employer before employing a worker at such lower wage to examine the permit by which such wage is fixed.

Union Officials' Right of Entry on Employers' Premises, &c.

4. The secretary and/or president of the union shall have power at all reasonable times, but not so as to interfere unreasonably with the employer's business, to enter upon the premises of any employer bound by this agreement for the following purposes:—

- (a) To interview any worker in connection with the operation of this agreement.
- (b) To make any inquiries necessary for the effective operation of this agreement.

Application of Agreement.

5. This agreement shall not apply to any employee whose salary exceeds £400 per annum.

Retrospective Pay.

6. In so far as it relates to wages and meal-money, this agreement will be retrospective to 1st October, 1936.

Scope of Agreement.

7. This agreement shall operate throughout the Northern, Taranaki, Wellington, Nelson, Westland, Marlborough, Canterbury, and Otago and Southland Industrial Districts.

Term of Agreement.

8. This agreement shall come into force from the day of the date hereof, and shall continue in force until the 30th day of September, 1937.

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

The New Zealand Shipping Officers' Industrial Union of Workers—

V. HUTCHINSON, President.

G. R. CLARK, General Secretary.

Witness to signatures—R. T. Orr.

Signed on behalf of Blue Star Line (N.Z.), Ltd.—

W. T. RAE, Manager.

Witness to signature—W. Lang.

Signed on behalf of Commonwealth and Dominion Line, Ltd.—

WARWICK GREGORY, Manager in New Zealand.

Witness to signature—N. D. Binnie.

Signed on behalf of Federal Steam Navigation Co., Ltd.—

A. D. BAYFIELD, Manager for New Zealand.

Witness to signature—M. P. Swainson.

Signed on behalf of Huddart Parker, Ltd.—

N. D. MCLEAN, Manager.

Witness to signature—J. M. Key.

Signed on behalf of New Zealand Shipping Co., Ltd.—

C. M. TURRELL, General Manager.

Witness to signature—A. R. G. Clayton.

Signed on behalf of Shaw, Savill, and Albion Co., Ltd.—

JAMES FINDLAY, N.Z. Representative.

Witness to signature—Eoin Fraser.

Signed on behalf of Union Steam Ship Company of New Zealand, Ltd.—

J. N. GREENLAND, General Manager.

Witness to signature—M. B. Miller.