

OTAGO AND SOUTHLAND **SHIPPING FOREMEN.**—INDUSTRIAL
AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 20th day of April, 1937, between the Otago and Southland Shipping Foremen's and Assistant Foremen's Industrial Union of Workers, 12 Mitchell Avenue, Mornington, Dunedin (hereinafter called "the union"), of the one part, and

Mill, John, and Co., Ltd., Dunedin

Ramsay, Keith, Ltd., Dunedin

Shaw, Savill, and Albion Co., Ltd., Port Chalmers

Shaw, Savill, and Albion Co., Ltd., Bluff

Tapley, H. L., and Co., Ltd., Dunedin

Union Steamship Co. of New Zealand, Ltd., Dunedin

Union Steamship Co. of New Zealand, Ltd., Bluff

Waddel, G. R., and Co., Invercargill

(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 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 noon and 1 p.m. to 5 p.m. On Saturdays, 8 a.m. to noon. Meal-hours and overtime-hours shall be worked as formerly.

Wages.

2. (a) Foremen stevedores and foremen in charge of painting and dock-work, excepting Port Chalmers Marine Repair Works ..	Per Week. £ s. d. 7 10 0
Foremen wharfingers	6 10 0
Wool-dumping store foremen and men in charge of the dumping machinery ..	6 10 0

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

(b) When employees living in Port Chalmers or Dunedin are required to work in either of these ports, other than that in which they are regularly employed, first-class train-fare and meals at the rate of 2s. per meal shall be paid by the employers.

(c) When employees are required to work at Ravensbourne an allowance of 2s. per meal shall be paid by the employers unless conveyance to Dunedin or meals at Ravensbourne are provided.

3. Employees covered by this agreement shall continue to perform the duties which have been customarily carried out by them in the past.

Payment of Wages.

4. All wages shall be paid by the respective employers as at present.

Holidays.

5. (a) Sundays, Christmas Day, Boxing Day, New Year's Day, the 2nd of January or Anniversary Day (which ever is observed according to the Waterside Workers' award), 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 at a time to be mutually agreed on.

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 notice of such appeal to the other party within fourteen days after the decision has been given by the Conciliation Commissioner.

Worker to be Member of Union.

7. (a) It shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position of 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) Nothing in this agreement shall prevent ship's officers from acting as relieving foremen or taking charge of the loading or discharging operations on their own ships.

(c) 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.

Outports.

8. When employees are instructed to proceed from Dunedin to any of the following outports—viz., Lyttelton, Timaru, Oamaru, or Bluff, or *vice versa*—they shall be paid 10s. per day in addition to the weekly wages prescribed in clause 2 for each day they are away from their home port, and, further, they shall be provided with meals, first-class fares and sleeping-accommodation.

Retrospective Pay.

9. Wages shall be made retrospective, and for this purpose this agreement shall be deemed to have come into force on the 1st day of October, 1936.

Application of Agreement.

10. This agreement shall apply to all foremen stevedores, foremen wharfingers, foremen in charge of painting and dock-work, and wool-dumping store foremen and men in charge of the dumping machinery employed at the ports of Oamaru, Port Chalmers, Dunedin, and Bluff, but shall not apply to Port Chalmers Marine Repair Works. This agreement shall not apply to any employee whose salary is £400 per annum or over.

Scope of Agreement.

11. This agreement shall be limited in its scope to the ports of Oamaru, Port Chalmers, Dunedin, and Bluff.

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 December, 1938.

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

John Mill and Co., Ltd.—

JOHN MILL AND CO., LTD.:
p. R. D. HALSTEAD.

Witness to the above signature—Otto Loll.

Keith Ramsay, Ltd.—

p.p. KEITH RAMSAY, LTD.:
J. F. POOLE, Director.

Witness to the above signature—Otto Loll.

Shaw, Savill, and Albion Co., Ltd., Port Chalmers—

SHAW, SAVILL, AND ALBION CO., LTD.:
per P. CLARK, Manager.

Witness to the above signature—Otto Loll.

Shaw, Savill, and Albion Co., Ltd., Bluff—

E. G. PARSONS, Manager.

Witness to the above signature—E. C. Tapley.

H. L. Tapley and Co., Ltd.—

H. L. TAPLEY AND CO., LTD.:
J. H. DUNCAN, Director.

Witness to the above signature—Otto Loll.

Union Steamship Co. of New Zealand, Ltd., Dunedin—
 UNION STEAMSHIP CO. OF NEW ZEALAND, LTD.,
 DUNEDIN.

W. B. CUNNINGHAM.

Witness to the above signature—Otto Loll.

Union Steamship Co. of New Zealand, Ltd., Bluff—
 UNION STEAMSHIP CO. OF NEW ZEALAND, LTD.:
 P. L. HODGE, Branch Manager.

Witness to the above signature—P. E. Travella.

G. R. Waddell and Co.—

G. R. WADDELL AND CO.:

per R. A. ANDERSON.

Witness to the above signature—E. Kerk.

The Otago and Southland Shipping Foremen's and Assistant
 Foremen's Industrial Union of Workers—

[L.S.]

J. R. CUNNINGHAM, Secretary.

WILLIAM WARDS, President.

Witness to the above signatures—Otto Loll.
