

AUCKLAND SHIPPING COMPANIES' PERMANENT HANDS.—  
INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 9th day of September, 1937, between the New Zealand Waterside Workers' Industrial Union of Workers, of the one part, and the Northern Steamship Co., Ltd., and A. G. Frankham, Ltd., Auckland, of the other part, whereby it is mutually agreed by and between the parties hereto as follows, that it 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 8 a.m. to 5 p.m. Monday to Friday inclusive, and 8 a.m. to 12 noon on Saturday. All other time worked shall be classed as overtime.

*Wages.*

2. The weekly rate of pay for work performed between 8 a.m. and 5 p.m. Monday to Friday inclusive and between 8 a.m. and noon on Saturday shall be £5 2s. 6d.

*Overtime.*

3. The rate for overtime shall be the same as provided for casual waterside labour in the current Waterside Workers' award.

*Men ordered Down or Back.*

4. Men who are ordered down or back for work to commence between 6 p.m. and 8 p.m. shall be paid a minimum of two hours at the overtime rate from 6 p.m.

When men are ordered down to commence work at 9 p.m. or later they shall be paid a minimum of two hours, such payment to commence one hour earlier than the time for which the men were ordered to attend.

*Meal-hours.*

5. (a) Dinner, 12 noon to 1 p.m.; tea, 5 p.m. to 6 p.m.; supper, 10 p.m. to 11 p.m.

(b) Men shall work during the meal-hour, if required to do so, and shall be paid double the ordinary rate provided for in the Waterside Workers' award for the dinner, tea, or supper hour, with a minimum of half an hour for any portion of the meal-hour worked.

(c) Men shall not be called upon to work more than five hours without an opportunity of having a meal, except when a vessel is finishing when they shall, if required, work on for not more than twenty minutes; in such cases men shall receive payment for one and a half hours at the meal hour rate.

*Holidays.*

6. (a) The holidays throughout the year shall be New Year's Day, Anniversary Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, and Boxing Day.

(b) Men may be called down to work on any of the foregoing holidays and shall be paid the rate specified for holiday work in the Waterside Workers' award, with a minimum of three hours.

(c) Annual holidays: Each worker after twelve months' continuous service shall be allowed two weeks annual holiday on full pay.

*Temporary Sickness.*

7. If any worker is away from work for one to three days through sickness, or having caught a cold through working in the rain, no deduction shall be made in his weekly pay.

*Workers to be Members of Union.*

8. Permanent hands employed at the work of loading and discharging ships by the Northern Steamship Co., Ltd., and A. G. Frankham, Ltd., shall become and remain members of the Auckland Branch of the New Zealand Waterside Workers' Union during the currency of this agreement, and it shall be unlawful for the employer to employ any adult person at the work covered by this agreement who is not for the time being a member of the said Union.

*Application of Agreement.*

9. This agreement shall apply to permanent hands employed at the Port of Auckland by the Northern Steamship Co., Ltd., and A. G. Frankham, Ltd., at the work of loading and discharging vessels and other work customarily performed by these workers.

*Retrospective Pay.*

10. The rates of pay as fixed herein shall be made retrospective to and including the 1st July, 1937.

*Term of Agreement.*

11. This agreement shall come into force on the day of the date hereof and shall continue in force until the 30th September, 1938.

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

The New Zealand Waterside Workers' Industrial Union of Workers—

JOHN FLOOD, President.

JAS. ROBERTS, Secretary.

The seal of the New Zealand Waterside Workers' Industrial Union of Workers was hereunto affixed, and the signatures of John Flood, president, and J. Roberts, secretary, were hereunto subscribed in the presence of—J. Pearce.

The Northern Steamship Co., Ltd.—

R. C. HAMMOND, Manager.

The signature of the Northern Steamship Co., Ltd., was attached in the presence of—E. A. East.

A. G. Frankham, Ltd.—

A. G. FRANKHAM, Manager.

The signature of A. G. Frankham, Ltd., was attached in the presence of—E. A. East.