

KAIPARA STEAMSHIP COMPANY, LTD., **SHIP MASTERS.**—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 3rd day of October, 1937, between the Kaipara Steamship Co., Ltd., of the one part, and the New Zealand Merchant Service Guild, of the other part, witnesseth that it is hereby mutually agreed by and between the parties hereto as follows that is to say: That the terms, conditions, stipulations, and provisions contained and set out in the Schedule hereunto annexed 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.

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SCHEDULE.

*Wages.*

1. "Ruawai," £32 per month.  
"Wairua," £32 per month.  
"Bellbird," £30 per month.

For the purpose of calculation payments of broken periods, a calendar month shall be reckoned as thirty days.

*Overtime.*

2. In lieu of overtime, masters shall be paid £2 per month in addition to the schedule rate of wages provided for in clause 1 hereof.

*Annual Holiday.*

3. Every master who has served the employer continuously for twelve months shall be allowed leave of absence on full pay without victualling or accommodation allowance for a continuous period of twenty-one days, at such time as the employer shall determine.

*Holidays.*

4. Masters shall be entitled to the following holidays: New Year's Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day, and Anzac Day.

If not given, such holidays shall be added to the masters' annual leave or paid for at the daily rate.

Such daily rate shall be calculated by dividing the monthly rate by thirty.

*Discharge.*

5. (a) Except in cases of strike directly affecting the industry, when a master has served six months continuously with the employer his services shall be terminable only by one calendar month's notice in writing on either side.

In the case of the discharge of a master the employer shall have the option of paying one month's wages (without victualling and accommodation allowance) in lieu of a notice.

(b) This clause does not apply to dismissal for misconduct.

*Cleaning Rooms.*

6. The employer shall cause the masters' rooms to be cleaned every day by a steward where a steward or cook-steward is carried. The rooms shall be fumigated, cleaned, and painted once every twelve months, whilst the vessel is in port.

*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 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 purposes 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.

*Terms of Agreement.*

8. This agreement shall come into force as from the 1st day of October, 1937, and remain in force until the 31st day of March, 1938.

Signed on behalf of the New Zealand Merchant Service Guild—

G. KNOWLES, President.

F. A. MACINDOE, Secretary.

Signed on behalf of the Kaipara Steamship Co., Ltd.—

R. C. HAMMOND, Director.

HENRY G. MENZIES, Manager.

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