

LYTTELTON FOREMAN STEVEDORES AND PERMANENT HANDS (SHIPPING COMPANIES).—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 3rd day of March, 1937, between the Lyttelton Foreman Stevedores' and Permanent Hands Industrial Union of Workers (hereinafter called the "union"), of the one part, and

The New Zealand Shipping Co., Ltd., Hereford Street,
Christchurch

Kinsey and Co., Ltd., Hereford Street, Christchurch

The Shaw Savill and Albion Co., Ltd., Cathedral Square,
Christchurch

The Union Steamship Co. of New Zealand, Ltd., Hereford
Street, Christchurch

A. H. Turnbull and Co., Ltd., Manchester Street, Christ-
church

The Westport Coal Co., Ltd., Manchester Street,
Christchurch

(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.

	<i>Wages.</i>	Per Week.
		£ s. d.
3. Foremen stevedores	7 10 0
Hulk-keepers	6 10 0
Foreman in charge of wool-store	7 10 0
Assistant wool-store foreman	6 10 0
Time-keepers	6 10 0
A. H. Turnbull and Co., Ltd., foreman stevedore	7 10 0
Shaw Savill and Albion Co., Ltd., store engineer	7 10 0
The above rates are to cover all work and to include payment for overtime.		
Union Steamship Co., Ltd., permanent hands	4 0 0

(a) Hours of Work: 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 shall be classed as overtime.

(b) Overtime: Week days between 5 p.m. and 8 a.m., per hour 2s. 6d. Sundays and holidays, per hour 3s. 9d.

(c) Berthing, Sundays and Holidays—

(1) Berthing Steamer Express, per hour, 3s. 9d. for time worked.

(2) Berthing other steamers at ordinary overtime 2s. 6d. per hour.

Vessels arriving after 8 a.m. and before 12 noon, minimum five hours.

Vessels arriving after 12 noon and before 6 p.m., minimum eight hours.

(d) When permanent hands are required to act as foremen stevedores, hulk-keepers, or at any other jobs they shall be paid at the rate specified for that class of work.

Payment of Wages.

4. The wages of all members of the union shall be paid weekly on Thursday or Friday by mutual arrangement. In the event of a holiday falling on the day agreed upon wages shall be paid on the day previous.

Holidays.

5. (a) The holidays throughout the year shall be Sundays, Christmas Day, Boxing Day, New Year's Day, 2nd January, Good Friday, Easter Monday, Labour Day, and the birthday of the reigning Sovereign.

(b) Annual Holidays: Twelve consecutive working-days to all permanent employees per annum (this is a minimum), at a time to be mutually agreed upon.

Matters not provided for.

6. Should any dispute arise in connection with any matter not provided for in this agreement or with 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, who may either give a decision on the matter submitted or refer it to the Court of Arbitration. 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 seven days after the decision has been given by the Conciliation Commissioner.

Preference.

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 the workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

Application of Agreement.

8. This agreement shall apply to all foremen stevedores, time-keepers, hulk-keepers, wool-store foremen, and permanent hands employed at the Port of Lyttelton, 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.

9. This agreement shall be limited in its scope to the Port of Lyttelton.

Term of Agreement.

10. 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.

Retrospective Pay.

11. Rates of pay as fixed by the schedules contained herein shall be made retrospective to and including the 1st September, 1936.

In witness whereof the above-mentioned employers and the above-named industrial union of workers have executed this industrial agreement the day and year above set out.

The New Zealand Shipping Co., Ltd.—

H. HOLDERNESS, Local Manager.

For and on behalf of Kinsey & Co., Ltd.—

CYRIL J. R. WARD, Managing Director.

Shaw Savill & Albion Co., Ltd.—

A. J. CHARMAN, Marine Superintendent.

Union Steam Ship Company of New Zealand, Limited—

A. R. THOMSON, Manager.

For and on behalf of A. H. Turnbull & Co., Ltd.—

T. H. GIBSON, Governing Director.

For the Westport Coal Company, Ltd.—

C. G. CURTIS, Branch Manager.

Lyttelton Foreman Stevedores' and Permanent Hands' Industrial Union of Workers—

HENRY R. VOYCE, President.

J. E. TIBBLE, Secretary.