

KAURI TIMBER CO., LTD., **TOW-BOAT EMPLOYEES.**—AGREEMENT UNDER THE LABOUR DISPUTES INVESTIGATION ACT, 1913.

THIS industrial agreement, made in pursuance of the Labour Disputes Investigation Act, 1913, this 17th day of March, 1938, between the Kauri Timber Co., Ltd., Tow-boat Employees' Union of Workers (hereinafter called "the union"), of the one part, and the Kauri Timber Co., Ltd. (hereinafter called "the employer"), 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 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.

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.

*Wages.*

1. The following shall be the minimum rates of wages for the classes of workers named:—

	Per Calendar Month.		
	£	s.	d.
Boys, seventeen years of age or over ..	5	14	0
Ordinary seaman, under eighteen years of age .. .. .	10	10	0
Ordinary seaman, eighteen years of age and over .. .. .	10	19	0
Able seaman .. .. .	18	0	0
Fireman-greaser .. .. .	19	10	0
Cook-steward .. .. .	19	15	6

*Payment of Wages.*

2. Wages due shall be paid on the 1st and 16th of each calendar month, or within forty-eight hours after the ship first arrives at Auckland (Sundays and holidays excepted), or when a worker is paid off.

*Hours of Labour: Seamen and Firemen.*

3. (a) The ordinary hours of labour for seamen and firemen in port shall not exceed eight in a day. At Auckland the eight hours shall be worked between 7 a.m. and 5 p.m. At other ports the eight hours shall, except for meal-hours, be worked continuously between 5 a.m. and 6 p.m. On days of arrival in port any watches or times of duty at sea that day shall count as hours in port.

(b) Time worked by seamen and firemen in port in excess of the hours prescribed in the preceding subclause shall be deemed to be overtime and shall be paid for at 2s. 6d. per hour.

(c) Nothing in this agreement shall restrict the hours of work of seamen or firemen at sea, or the hours of work of cooks.

*Holidays.*

4. (a) The seamen shall be entitled to the following holidays at the Port of Auckland: New Year's Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day, and Anniversary Day.

(b) Should the ship be at sea the whole or portion of New Year's Day, Christmas Day, Boxing Day, Good Friday, or Easter Monday, each seaman shall be entitled to an extra day's sea-pay, or to a full day of twenty-four hours off at the Port of Auckland within one month thereafter.

*Sundays and Holidays.*

5. On Sundays and holidays in port the seamen shall be free from labour. When a vessel leaves the Port of Auckland before 8 p.m. on a Sunday or a holiday, each seaman shall be paid an extra day's sea-pay.

*Termination of Employment.*

6. Twenty-four hours' notice of the termination of the employment of any worker shall be given by the employer to the worker or by the worker to the employer, as the case may be, but this shall not prevent the employer from summarily dismissing a worker for misconduct.

*Medical Benefits.*

7. When a seaman is invalided on shore with illness or accident contracted in the service of the ship at any time after joining the vessel, he shall be granted those benefits provided for in section 6 of the New Zealand Shipping and Seamen Amendment Act, 1911.

*Ship stranded or wrecked.*

8. (a) In the event of a ship being wrecked or stranded for more than twenty-four hours in the course of her voyage, any member of the crew who is kept working by the ship shall be paid, in addition to his ordinary wages, 2s. 6d. per hour.

(b) In the event of the ship having at any time to assist or go to the aid of any other ship stranded or in distress, all time other than ordinary working-hours shall be paid for at the rate of 2s. 6d. per hour, this to be irrespective of salvage claims paid.

*Utensils and Bedding.*

9. The employers shall provide for the use of the seamen all necessary eating utensils, to be of enamelware or of a similar nature thereto, but not of tin, free of cost to the seamen, and also bedding consisting of a mattress, pillow and covers, and three blankets: Provided that, in the event of the failure of any seamen to return in good order any of such utensils or bedding as may have been issued to him, the employer may deduct any sum, being not more than 75 per centum of the value of such utensils or bedding not returned, from any moneys due to such seamen on the termination of his employment.

The mattress supplied to be of flax or other fibre, and not of straw or tow.

*Crew's Quarters.*

10. The living-quarters and lavatories of the seamen shall be cleansed each day between the hours of 8 a.m. and noon in the ship's working-hours. This duty shall be committed to a member of the crew within his hours of labour, and he shall be allowed at least one hour for the purpose. The living-quarters shall be thoroughly fumigated and cleaned in each six months when in port and painted at least once in each year.

*Weekly Time off.*

11. Each seaman shall be entitled to be absent from his ship at Auckland for a time equivalent to two hours for each week he has been employed, this time to be given either at the beginning or end of a working-day, between 7 a.m. and 5 p.m.

*Disputes.*

12. The essence of this agreement being that the work of the employer shall always proceed in the customary manner and shall not on any account whatsoever be impeded, it is provided that if any dispute or difference shall arise between the parties bound by this agreement, or any of them, whether as to its construction or meaning, or as to any other matter whatever arising out of or connected therewith, every such dispute or difference, as the same shall arise, shall be referred to a committee, to be composed of three representatives of the union and three representatives of the employers, for their decision. The decision of the majority of the committee shall be binding. If they are unable to arrive at a decision, either party may refer the matter in dispute to the Court of Arbitration for settlement.

*Term.*

13. This agreement shall come into force on the 1st day of April, 1938, and shall continue in force until the 31st day of March, 1939.

Signed on behalf of the Kauri Timber Co., Ltd., Tow-boat Employees' Union of Workers—

J. MORGAN, President.  
FRANK RYAN, Secretary.

Signed on behalf of the Kauri Timber Co., Ltd.—

J. J. JACKSON, Manager.

NOTE.—This agreement, made under the Labour Disputes Investigation Act, 1913, was filed with the Clerk of Awards at Auckland, pursuant to section 8 (1) of the said Act, on the 22nd March, 1938.