

NEW ZEALAND FURNITURE TRADES' EMPLOYEES (ON SHIP WORK).—
INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 28th day of September, 1938, between the

New Zealand Federated Furniture Trade Industrial Association
of Workers

(hereinafter called "the union"), of the one part, and

Union Steam Ship Company of New Zealand, Limited,
Wellington and Port Chalmers,
Wellington Patent Slip Co., Ltd., Wellington, and
New Zealand Shipping Co., Ltd., Wellington

(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.

PART I.—APPLICABLE TO MALE WORKERS.

Clause 1.—Hours of Work.

Forty-four hours shall constitute a week's work, to be worked between the hours of 7.30 a.m. and 5 p.m. Monday to Friday, both days inclusive, and between 7.30 a.m. and noon on Saturday.

Clause 2.—Holidays.

For all hours worked on Sundays, New Year's Day, and the day following New Year's Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Christmas Day, Boxing Day, and the birthday of the reigning Sovereign double time shall be paid. Should any of the aforementioned holidays, except Anzac Day, fall on a Sunday, the Monday following shall be observed as a holiday.

Section 14 of the Factories Act and its amendments shall apply to workers employed in factories owned by the parties hereto.

Clause 3.—Overtime.

(a) Overtime shall be worked as required by the employer. For work done outside the daily hours prescribed in clause 1 hereof payment shall be made at the rate of time and a half for the first four hours and double time thereafter.

(b) No worker shall be required to work more than four and a quarter hours continuously without a meal.

(c) Any worker having worked all day and night until the ordinary time of starting work next day, and being required to continue working on into the next day, shall be paid double time rates for all time worked on the second day.

(d) Any worker having worked all day and having continued to work till after midnight shall be given eight hours off or to be paid double time rates for all time worked on the second day.

(e) Meal-money: The employer shall allow meal-money at the rate of 1s. 6d. per meal when workers are called upon to work overtime after 6 p.m. Monday to Friday inclusive or after 1 p.m. on Saturday, provided that such workers cannot reasonably get home to their meals.

(f) Any worker required to commence work after the cessation of public wheeled traffic, or before the ordinary time of starting of such traffic, and any worker who may work continuously until after the cessation of public wheeled traffic and cease work before the ordinary time of starting of such traffic shall be paid for time occupied in travelling to and from his home, computed on three miles per hour, at ordinary rates of pay, except that if a conveyance is provided for the worker by his employer he shall not be entitled to payment for this travelling-time. For the purpose of this clause "public wheeled traffic" shall mean trams, buses, trains, or ferries ordinarily used by workers travelling to and from their work.

Clause 4.—Wages.

(a) The minimum rate of wages to be paid to upholsterers and french polishers shall be 2s. 9d. per hour.

(b) Upholsterers' work shall include all kinds of bedding, planning, and laying of carpets, linoleums, and floor coverings of all descriptions; also fixing of drapings and blinds.

(c) Where a worker has been specially directed by his employer to take charge of any outside job such worker shall be paid 2s. per day extra, provided that the job shall extend for one day or more.

(d) All wages shall be paid weekly on Thursdays within five minutes of work ceasing. In the event of a holiday falling on a Thursday, wages shall be paid on the Wednesday.

(e) All wages shall be paid on dismissal of a worker or, if the worker leaves of his own accord, within twenty-four hours of leaving.

Clause 5.—Travelling-time.

Wellington.—(a) (i) Men engaged at the Wellington Patent Slip Co., Ltd., at Evan's Bay when employed at any of the town wharves shall be allowed 9d. each way to cover travelling-time on the first day of their engagement, or in lieu thereof the employer may provide free conveyance.

(ii) Workers who are required to work at Miramar, Wellington, shall be paid 9d. each way to cover travelling-time and fares, or, in lieu thereof, the employer may provide free conveyance.

(iii) Workers who are required to work at the Jubilee Dock, Wellington, or the repair wharf adjacent thereto, shall be paid 9d. each way to cover travelling time and fares, or, in lieu thereof, the employer may provide free conveyance.

(b) *Auckland*: Men engaged at Auckland to work at the Calliope Dock or on ships in the stream or on ships berthed at Chelsea shall be conveyed to and from the work at the expense of the employer, and shall be paid travelling-time at ordinary rates for time occupied in travelling between the city waterfront and the place at which the work is to be done.

(c) *Dunedin and Port Chalmers.*—Men sent from Port Chalmers to Dunedin, or *vice versa*, shall be paid 5s. per day (or part of a day), such payment to cover travelling-time, railway fares, and meals.

Clause 6.—Termination of Employment.

Two hours' notice shall be given on either side before the dismissal or leaving employment, or two hours' extra time shall be paid.

Clause 7.—General.

(a) Each employer shall provide sufficient brushes, rags, and all other materials for polishers.

(b) Notice of closing down for the Christmas holidays shall be posted in a conspicuous place at least three days prior to the holidays.

PART II.—APPLICABLE TO FEMALE WORKERS.

Clause 8.—Hours of Work.

Forty-four hours shall constitute a week's work, to be worked between the hours of 8 a.m. and 5 p.m. Monday to Friday, both days inclusive, and between 8 a.m. and noon on Saturday.

Clause 9.—Holidays.

(a) For all hours worked on Sundays, New Year's Day and the day following New Year's Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Christmas Day, Boxing Day, and the birthday of the reigning Sovereign double time shall be paid. Should any of the aforementioned holidays, except Anzac Day, fall on a Sunday, the Monday following shall be observed as the holiday.

(b) Section 14 of the Factories Act and its amendments shall apply to workers employed in factories owned by the parties hereto.

(c) An annual holiday of one week shall be allowed to all workers on completion of each year of service. Any worker who has completed more than three months' service, but less than twelve months', shall be allowed a proportionate payment in lieu of annual holiday should she be dismissed or leave the service of the employer.

Clause 10.—Overtime.

(a) All time worked outside or in excess of the hours mentioned in clause 8 hereof shall be paid for at time and a half rates.

(b) No worker shall be required to work more than four hours and a quarter continuously without a meal.

(c) Meal-money: Meal-money at the rate of 1s. 6d. per meal shall be paid to workers who are called upon to work overtime after 6 p.m. Monday to Friday inclusive or after 1 p.m. on Saturday, provided that such workers cannot reasonably get home to their meals.

Clause 11.—Wages.

(a) The minimum wage for upholsteresses and machinists shall be £3 per week. Journeywomen employed cutting loose covers shall be paid not less than £3 10s. per week.

(b) Nothing in this clause shall operate so as to reduce the wage of any worker at present employed by the parties hereto.

(c) Wages shall be paid weekly not later than Thursday. In the event of a holiday falling on a Thursday, wages shall be paid on the Wednesday. All wages shall be paid on the dismissal of a worker, or if the worker leaves of her own accord, within twenty-four hours of leaving.

Clause 12.—Term of Engagement.

The engagement shall be deemed to be a weekly one and no deduction shall be made from the wages of any employee unless on account of time lost through the worker's default or sickness.

Clause 13.—Termination of Employment.

One week's notice shall be given on either side before dismissal or leaving employment.

Clause 14.—General.

(a) The employer shall grant five minutes before the ordinary hour for ceasing work and provide facilities for their employees to clean their hands and brush their clothes.

(b) The employer shall supply and keep in order all scissors used for cutting carpets, blinds, ticking or other heavy materials.

(c) Notice of closing down for Christmas shall be posted in a conspicuous place at least three days before the holidays.

(d) No piece-work shall be permitted.

PART III.—APPLICABLE TO BOTH MALE AND FEMALE WORKERS.

Clause 15.—Ambulance.

A first-aid medical outfit shall be provided and maintained by the employer, and shall be kept in a convenient and accessible place for use in case of accident.

Clause 16.—Workers to be Members of Unions.

(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 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.

(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.)

(c) Where any work coming within the scope of this agreement is also included in the award or agreement (industrial or other) of any union, the employer may employ members of either union to do such work.

Clause 17.—Matters not provided for.

The essence of this agreement being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this agreement or any of them as to any matter whatsoever arising out of or connected therewith, and not dealt with in this agreement, every such dispute or difference shall be referred to a Committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court of Arbitration against a decision of any such Committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

Clause 18.—Application of Agreement.

This agreement shall apply to the parties named herein.

Clause 19.—Term of Agreement.

This agreement shall come into force as and from the 28th day of September, 1938, and shall continue until the 30th day of September, 1939.

For the New Zealand Federated Furniture Trade Industrial Association of Workers—

[L.S.]

D. R. KENNEDY, President.
JAS. FERGUSON, Secretary.

Witness to above signatures—F. Cornwell, J.P.

For Union Steam Ship Company of New Zealand, Limited,
Wellington and Port Chalmers—

[L.S.]

G. G. McFARLANE.

Witness to above signature—K. Belford.

For Wellington Patent Slip Co., Ltd., Wellington—
The Wellington Patent Slip Co., Ltd.:

[L.S.]

A. DEMPSTER, Secretary.

Witness to above signature—K. Belford.

For New Zealand Shipping Co., Ltd., Wellington—

[L.S.]

F. E. TETHER.

Witness to above signature—K. Belford.