

**LYTTELTON FOREMEN 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 8th day of May, 1939, between the—

Lyttelton Foreman Stevedores and Permanent Hands' Industrial Union of Workers (hereinafter called "the union"), of the one part, and
Kinsey and Co., Ltd., Hereford Street, Christchurch
New Zealand Shipping Co., Ltd., The, Hereford Street, Christchurch
Shaw, Savill, and Albion Co., Ltd., The, Cathedral Square, Christchurch
Turnbull, A. H., and Co., Ltd., Manchester Street, Christchurch
Union Steam Ship Co. of New Zealand, Ltd., The, Hereford Street, Christchurch
Westport Coal Co., Ltd., The, 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.

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SCHEDULE.

	<i>Wages.</i>		
	Per Week.		
	£	s.	d.
1. Foremen Stevedores (except as hereinafter stated)	7	15	0
With a probationary period of three months at	7	5	0
Hulk-keepers	6	15	0
Foremen in charge of wool-store	7	15	0
Assistant wool-store foreman	6	15	0
Timekeepers	6	15	0
A. H. Turnbull and Co., Ltd., foreman stevedores	7	15	0
N.Z. Shipping Co., Ltd., store engineer	7	15	0
Shaw, Savill, and Albion Co., Ltd., store engineer	7	15	0
The above rates are to cover all work and to include payment for overtime.			
Union Steam Ship Co., Ltd., permanent hands	4	5	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.

FOR UNION STEAM SHIP CO.'S PERMANENT HANDS.

(b) *Overtime*—Monday to Saturday, both inclusive, between 5 p.m. and 8 a.m., and after 1 p.m. on Saturdays, per hour, 2s. 7½d. Sundays and holidays, per hour, 3s. 11½d. The period of overtime shall be two hours except in the case of a 7 a.m. start on an ordinary working-day, when the minimum shall be one hour.

(c) Berthing, Sundays and holidays:—

(1) Berthing steamer express, per hour, 3s. 11½d. for the time worked.

(2) Berthing other steamers at ordinary overtime, 2s. 7½d. 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 at which they are not usually employed, they shall be paid at the rate specified for that class of work.

(e) Overtime shall be worked as required by the employer, but permission to take an evening off duty shall not be unreasonably withheld by the employer, provided the request is made not later than noon on the day on which the time off is required.

Meal-money.

2. When foremen stevedores are requested to work after 6 p.m. Monday to Friday and after 1 p.m. on Saturdays, 2s. meal-money shall be paid.

Payment of Wages.

3. The wages to all members of union shall be paid weekly on Thursday, or by mutual arrangement between the secretary of the union and employer concerned.

Holidays.

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

(b) *Annual Holidays.*—Foremen stevedores who have been employed by any employer for ten years or over shall be entitled to three weeks' holiday per annum; all other employees to receive two weeks' holiday per annum. Holidays under this clause to be taken at a time to be mutually agreed on.

(c) With the exception of necessary work on passenger steamers and in connection with berthing vessels, no work shall be done on waterside workers' picnic-day.

Time off.

5. The employer shall allow time off against overtime work as far as practicable to foremen, hulk-keepers, and timekeepers.

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 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, timekeepers, 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 8th (eighth) day of May, 1941.

Retrospective Pay.

11. In so far as it relates to wages and overtime, this agreement will be retrospective to 1st November, 1938.

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

The New Zealand Shipping Co., Ltd.—

H. HOLDERNESS, Local Manager.

Witness to above signature—M. Smith.

Kinsey and Co., Ltd.—

CYRIL R. WARD, Managing Director.

Witness to above signature—R. L. Reid.

The Shaw, Savill, and Albion Co., Ltd.—

A. J. CHARMAN, Marine Superintendent.

Witness to above signature—J. L. Satchell.

The Union Steam Ship Co. of New Zealand, Ltd.—

A. R. THOMSON, Branch Manager.

Witness to above signature—S. A. Prankerd.

A. H. Turnbull and Co., Ltd.—

J. H. GIBSON, Governing Director.

Witness to above signature—C. H. Crombie.

The Westport Coal Co., Ltd.—

C. G. CURTIS, Branch Manager.

P. T. JONES.

Witness to above signatures—R. Sunderson.

The Lyttelton Foremen Stevedores and Permanent Hands' Industrial Union of Workers—

HENRY R. VOYCE, President.

F. COLEMAN, Secretary.

D. McRAE, Permanent Hand.

Witness to above signatures—W. A. Miller.