

WELLINGTON PATENT SLIP CO., LTD., **FOREMEN ON SHIP-
WORK.**—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 Wellington Foremen Stevedores, Timekeepers, and Permanent Hands' Industrial Union of Workers (hereinafter called "the union"), of the one part, and the Wellington Patent Slip Co., Ltd., Evans Bay, 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.

Salaries.

1. (a) The following shall be the minimum salaries which shall be paid by the employers to the foremen employed by them:—

	Per Calendar Month.		
	£	s.	d.
Foreman engineer	35	15	0
Foreman boilermaker	35	15	0
Foreman joiner	35	15	0
Foreman blacksmith	35	15	0
Foreman painter	33	1	8
Foreman electrician	31	8	4
Foreman shipwright	31	8	4
Foreman upholsterer	31	8	4
Assistant joiner	31	8	4
Foreman sailmaker	31	8	4
Slipway attendant	31	8	4

(b) These rates apply to the present foremen. Any new men appointed to the respective positions are to serve a probationary period of five years.

(c) The foregoing rates are to cover all work, and no extra payment is to be made for overtime.

Meal-money.

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

Holidays.

3. Foremen with over ten years' service shall be entitled to an annual holiday of three weeks. Those with less than ten years' service shall receive an annual holiday of two weeks. Holidays to be arranged at a time to be mutually agreed upon.

Matters not provided for.

4. Any dispute in connection with any matter not provided for in this agreement shall be settled between any particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at such dispute shall be referred to the Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Conciliation Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within fourteen days after such decision shall have been communicated to the party desiring to appeal.

Workers to be Members of Union.

5. (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.)

Scope of Agreement.

6. This agreement shall be limited in its scope to the Port of Wellington.

Retrospective Pay.

7. The wages prescribed in this agreement shall be retrospective to 1st November, 1938.

Term of Agreement.

8. This agreement shall come into force from the day of the date hereof, and shall continue in force until the 30th day of April, 1941.

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

Wellington Foremen Stevedores, Timekeepers, and Permanent Hands' Industrial Union of Workers—

[L.S.]

W. FRASER, President.

E. A. RATE, Secretary.

Witness—A. Tait.

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

D. JAMIESON, Works Manager.

Witness—K. Belford.