

WELLINGTON FOREMAN STEVEDORES, TIMEKEEPERS, 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 4th day of May, 1939, between the Wellington Foreman Stevedores, Timekeepers, and Permanent Hands' Industrial Union of Workers (hereinafter called "the union"), of the one part, and

Anchor Shipping and Foundry Co., Ltd. (care of T. and W. Young, Agents), Wellington

Canterbury Steam Shipping Co., Ltd., The, Customhouse Quay, Wellington

Gannaway and Co., Ltd., Stevedores, Glasgow Wharf, Wellington

Holm and Co., Ltd., Shipping Agents, Johnston Street, Wellington

Johnston and Co., Ltd., Shipping Agents, Featherston Street, Wellington

New Zealand Shipping Co., Ltd., The, Customhouse Quay, Wellington

Shaw, Savill, and Albion Co., Ltd., corner Customhouse Quay and Brandon Street, Wellington

Union Steam Ship Co. of New Zealand, Ltd., Customhouse Quay, Wellington

Westport Coal Co., Ltd., Cable Street, 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.

*Hours of Work.*

1. 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 with the exception of meal-hours shall be classed as overtime.

*Foremen and Timekeepers' Wages.*

2. (a) Head foremen stevedores (in companies where more than six foremen stevedores are employed) .. .. .	Per Week.		
	£	s.	d.
Foremen stevedores, except as hereinafter stated .. .. .	8	10	0
With a probationary period of employment of three months at .. .. .	7	15	0
Foremen employed by Johnston and Co. ..	7	15	0
Foremen employed by Canterbury Shipping Co. .. .. .	7	5	0
Foremen in charge of cargo repairs ..	7	5	0
Timekeepers .. .. .	6	5	0
Permanent hands in charge of store ..	6	5	0

The above rates are to cover all work, and no extra payment made for overtime.

(b) *Meal-money.*—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.

(c) *Outports.*—When foremen stevedores are instructed to proceed to an outport they shall be paid 10s. per day in addition to the weekly wage hereinbefore prescribed for each day they are away from Wellington. Further, they shall be provided with meals, first-class fares, and sleeping-accommodation.

(d) *Time Off.*—The employer shall allow time off against overtime work as far as practicable.

*Permanent Hands in Charge of Oil-hulk.*

3. With free quarters, light, and heating.

(a) *Wages.*—The weekly wage shall be at the rate of £5 4s.

(b) *Overtime.*—Week-days, between 5 p.m. and 8 a.m., 2s. 7½d. per hour; and Sundays and holidays at 3s. 11½d. per hour.

(c) *Continuous Working.*—If having worked all night, except when heating oil, and required to continue after 8 a.m., such time to be paid for at the overtime rate, except when a relieving man is supplied at 8 a.m.

(d) *General*.—(i) When hulks are moored at a buoy and a launch is not provided, a tug-boat will be, but the question of the days on which the tug-boat shall run will be arranged by the employer and the hulk-keeper concerned.

(ii) Paint to be supplied to enable hulk-keepers to paint their living-quarters once a year.

(iii) Domestic tanks shall be cleaned and cemented once a year.

(e) *Raising Steam*.—When it is required to raise steam for 8 a.m. or earlier or after 5 p.m. on week-days or at any time on Sundays and holidays, one hour at the appropriate rate to be allowed for raising steam from banked fires and two hours at the appropriate rate to be allowed for raising steam from cold boiler.

*Permanent Hands in Charge of Coal-hulks.*

4. (a) *Wages*.—The weekly wage, with free quarters, light, and heating, shall be at the rate of £3 15s.

(b) *Overtime*.—Week-days between 6 p.m. to 10 p.m. at 3s. 6½d.; between 11 p.m. to 7 a.m. at 4s. 2½d.; on Saturday afternoons from 1 p.m. to midnight at 4s. 2½d.; on Sundays and holidays at 4s. 10½d. Meal-hours: 7 a.m. to 8 a.m., noon to 1 p.m., 5 p.m. to 6 p.m., 10 p.m. to 11 p.m., at 4s. 10½d. per hour.

(c) *General*.—(i) When hulks are moored at a buoy and a launch is not provided, a tug-boat will be, but the question of the days on which the tug-boat shall run will be arranged by the employer and the hulk-keeper concerned.

(ii) Paint to be supplied to enable hulk-keepers to paint their living-quarters once a year.

(iii) Domestic tanks shall be cleaned and cemented once a year.

(iv) Work overside, such as chipping, painting, or tarring, shall not be performed while hulks are moored at buoys.

(d) *Raising Steam*.—When it is required to raise steam for 8 a.m. or earlier or after 5 p.m. on week-days or at any time on Sundays and holidays, one hour at the appropriate rate to be allowed for raising steam from banked fires and two hours at the appropriate rate to be allowed for raising steam from cold boiler.

(e) When hulk-keepers act as foremen stevedores their rate of pay shall be made up to the rate of foremen stevedores for the time so occupied, but they shall not be entitled to meal-money.

*Permanent Hands.*

5. (a) *Wages.*—The weekly wage shall be at the rate of £4 5s. per week.

(b) *Overtime.*—Week-days between 5 p.m. and 8 a.m., 2s. 7½d. per hour; and Sundays and holidays at 3s. 11½d. per hour. The minimum 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) When permanent hands act as foremen stevedores their rate of pay shall be made up to the rate of foremen stevedores for the time so occupied.

(d) When called on to clean oil from harbour, to be paid at the rate of 3s. 11½d. per hour.

(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.

APPLICABLE TO ALL SECTIONS.

*Payment of Wages.*

6. Wages shall be paid weekly and not later than Thursday. In the event of a holiday falling on Thursday, wages shall be paid on the Wednesday.

*Holidays.*

7. (a) Sundays, Christmas Day, Boxing Day, New Year's Day, Anniversary Day, 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.

*Matters not provided for.*

8. 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.*

9. (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 purposes 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.)

*Application of Agreement.*

10. This agreement shall apply to all foremen stevedores, timekeepers, and permanent hands employed at the Port of Wellington, 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.*

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

*Retrospective Pay.*

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

*Term of Agreement.*

13. This agreement shall come into force as and from the 4th day of May, 1939, and shall continue until the 3rd day of May, 1941.

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

The Anchor Shipping and Foundry Co., Ltd.—

A. R. DYSON.

Witness to above signature—E. J. Curry.

The Canterbury Steam Shipping Co., Ltd.—

HUGH MUNRO.

Witness to above signature—C. H. Crombie.

Gannaway and Co., Ltd.—

H. A. McLEOD.

Witness to above signature—H. Rainey.

Holm and Co., Ltd.—

S. HOLM.

Witness to above signature—H. Rainey.

Johnston and Co., Ltd.—

C. M. HOWARD.

Witness to above signature—H. Rainey.

The New Zealand Shipping Co., Ltd.—

C. M. TURRELL, General Manager.

Witness to above signature—H. Rainey.

Shaw, Savill, and Albion Co., Ltd.—

E. V. BEVAN, Manager for New Zealand.

Witness to above signature—A. McIntosh.

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

M. B. MILLER.

Witness to above signature—M. R. Mecredy.

Westport Coal Co., Ltd.—

A. HAMILTON.

Witness to above signature—H. Rainey.

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

[L.S.]

W. FRASER, President.

E. A. RATE, Secretary.

Witness to above signatures—H. Rainey.