

OAMARU, DUNEDIN, PORT CHALMERS, AND BLUFF SHIPPING
FOREMEN.—INDUSTRIAL AGREEMENT

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement, made on the 6th day of July, 1945, between the Otago and Southland Shipping Foremen's and Assistant Foremen's Industrial Union of Workers, and John Mill and Co., Ltd., and others.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided further that no such industrial agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the industrial agreement made on the 6th day of July, 1945, between the Otago and Southland Shipping Foremen's and Assistant Foremen's Industrial Union of Workers, of the one part, and John Mill and Co., Ltd., and others, of the other part: Now, therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said industrial agreement for the purposes of the said regulations.

Dated this 31st day of July, 1945.

[L.S.]

A. TYNDALL, Judge.

OAMARU, DUNEDIN, PORT CHALMERS, AND BLUFF SHIPPING
FOREMEN.—INDUSTRIAL AGREEMENT

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 6th day of July, 1945, between the Otago and Southland Shipping Foremen's and Assistant Foremen's Industrial Union of Workers, 23A London Street, Dunedin (hereinafter called "the union"), of the one part, and

John Mill and Co., Ltd., Dunedin

H. L. Tapley and Co., Ltd., Dunedin

Keith Ramsay, Ltd., Dunedin

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

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

Shaw, Savill, and Albion Co., Ltd., Port Chalmers
 Shaw, Savill, and Albion Co., Ltd., Bluff
 The Southland Stevedoring Co., Ltd., Bluff
 The Dunedin Wool Dumping Co., Ltd., Dunedin

(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 noon and 1 p.m. to 5 p.m. On Saturdays, 8 a.m. to noon: Meal-hours and overtime hours shall be worked as required and shall be compensated for as provided by clause 2 (e) hereof.

	<i>Wages</i>	<i>Per Week.</i>		
		£	s.	d.
2. (a) Foremen stevedores	8	6	0
Foremen wharfingers	7	6	0
Wool dumping store foremen and men in charge of the dumping machinery	7	6	0

(b) When employees living in Port Chalmers or Dunedin are required to work in either of these ports other than that which is classed by the employer as their home port, train fares and meals at the rate of 2s. per meal shall be paid by the employers.

(c) When employees are required to work at Ravensbourne an allowance of 2s. per meal shall be paid by the employers unless conveyance to Dunedin or meals at Ravensbourne are provided.

(d) When employees are required to work in their home port after 6 p.m. on Mondays to Fridays inclusive and after 1 p.m. on Saturdays they shall be paid 2s. meal-money.

(e) All time worked outside the hours prescribed by clause 1 hereof and except as provided by clause 3 hereof shall be paid for at the rate of time and one-half: Provided, however, that in lieu of such payment the employer may allow time off to the extent of one and a half hours for each hour so worked. Payment for such time worked or time off in lieu thereof shall be adjusted not later than the end of the second calendar month following the month in which the overtime was worked.

Special Payments

3. If and so long as members of the union are required to work extended hours the following payments for such extended hours or night shift shall be made as follows:—

Saturday night shift—viz., 11 p.m. Saturday	£	s.	d.
to 7 a.m. Sunday	3	0	0
For Sundays and all holidays provided for in clause 6 (8 a.m. to 5 p.m.)	3	0	0
For Sunday night shift—viz., 11 p.m. Sunday to 7 a.m. Monday	1	0	0
For ordinary night shifts—viz., 11 p.m. to 7 a.m. (per night)	0	10	0

4. Employees covered by this agreement shall continue to perform the duties which have been customarily carried out by them in the past, in so far as it applies to the position in which they are employed—*i.e.*, foremen stevedores, wool dumping store foremen, &c. Should a foreman stevedore be required to work in the wool dumping store owned by his employers he shall be compensated for any time worked therein in excess of the hours prescribed in clause 1 in accordance with the requirements of subclause (e) of clause 2. Should any employee engaged as other than a foreman stevedore be required at any time to perform the duties of a foreman stevedore he shall be paid at the rate of pay applicable to foremen stevedores whilst so employed during the hours prescribed in clause 1, and for any time in excess of these hours he shall be compensated in accordance with the requirements of subclause (e) of clause 2.

Payment of Wages

5. All wages shall be paid by the respective employers as at present.

Holidays

6. (a) Sundays, Christmas Day, Boxing Day, New Year's Day, the 2nd of January or Anniversary Day (whichever is observed according to the Waterside Workers' award), Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, and the Waterside Workers' picnic day.

(b) *Annual Holidays*.—Two weeks holiday to all permanent employees per annum, except those employees who have been in the employ of the same firm for ten years or more, who shall be granted three weeks per annum. Annual holidays to be taken at a time to be mutually agreed on.

Matters not provided for

7. Should any dispute arise in connection with any matter not provided for in this agreement, or 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 for decision. Either party, if dissatisfied with the decision of the Conciliation Commissioner, may appeal to the Court of Arbitration upon giving notice of such appeal to the other party within fourteen days after the decision has been given by the Conciliation Commissioner.

Worker to be Member of Union

8. (a) It shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position of 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 is not for the time being a member of a trade-union which was registered as such before the 1st 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) Nothing in this agreement shall prevent ships' officers from acting as relieving foremen or taking charge of the loading or discharging operations on their own ships.

(c) 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.

Out-ports

9. When employees are instructed to proceed from Dunedin to any of the following out-ports—viz., Lyttelton, Timaru, Oamaru, or Bluff, or *vice versa*—they shall be paid 10s. per day expenses in addition to the weekly wages prescribed in clause 2 for each day they are away from their home port, and, further, they shall be provided with meals, first-class fares and sleeping-accommodation. In calculating the days to be paid for, the days travelling to and from the out-port shall be counted as full days.

Increase in Rates of Remuneration

10. All rates of remuneration, including time and piece wages and overtime and any other special payments, provided for in this agreement, except those provided by clause 3 hereof, shall be increased to the extent and in the manner prescribed by the two general orders of the Court made under the Rates of Wages Emergency Regulations 1940, and dated the 9th August, 1940, and the 31st March, 1942, respectively.

Application of Agreement

11. This agreement shall apply to all foremen stevedores, foremen wharfingers, wool dumping store foremen, and men in charge of the dumping machinery employed at the ports of Oamaru, Port Chalmers, Dunedin, and Bluff. This agreement shall not apply to any employee whose salary, excluding cost-of-living bonuses, is £450 per annum or over.

Scope of Agreement

12. This agreement shall be limited in its scope to the ports of Oamaru, Port Chalmers, Dunedin, and Bluff.

Term of Agreement

13. This agreement, in so far as it relates to the rates of wages prescribed by clause 2 (a) hereof, shall be deemed to have come into effect as from 1st April, 1945, and so far as all other rates and conditions are concerned it shall come into force from the day of the date hereof and shall continue in force for a period of two years therefrom.

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

John Mill and Co., Ltd.—

R. D. HALSTEAD.

Witness to the above signature—Otto Loll.

H. L. Tapley and Co., Ltd.—

J. H. DUNCAN, General Manager.

Witness to the above signature—Otto Loll.

Keith Ramsay, Ltd.—

J. F. POOLE, Director.

Witness to the above signature—Otto Loll.

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

D. F. NORTH.

Witness to the above signature—J. Hammond.

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

L. WERBRIDGE.

Witness to the above signature—D. Rook.

Shaw, Savill, and Albion Co., Ltd., Port Chalmers—

P. CLARK.

Witness to the above signature—Otto Loll.

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

E. G. PARSONS.

Witness to the above signature—J. A. Hamilton.

The Southland Stevedoring Co., Ltd., Bluff—

J. A. HAMILTON.

Witness to the above signature—E. G. Parsons.

The Dunedin Wool Dumping Co., Ltd., Dunedin—

J. H. DUNCAN, Director.

Witness to the above signature—Otto Loll.

The Otago and Southland Shipping Foremen's and Assistant Foremen's Industrial Union of Workers—

[L.S.]

JAMES BAIRD, President.

J. C. K. CUNNINGHAM, Secretary.

Witness to the above signatures—Otto Loll.