

WELLINGTON PATENT SLIP CO., LTD., **FOREMEN ON SHIP-
WORK.**—INDUSTRIAL AGREEMENT

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement, made on the 1st day of August, 1945, between the Wellington Foremen Stevedores, Timekeepers, and Permanent Hands' Industrial Union of Workers and the Wellington Patent Slip Co., Ltd.

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 1st day of August, 1945, between the Wellington Foremen Stevedores, Timekeepers, and Permanent Hands' Industrial Union of Workers, of the one part, and the Wellington Patent Slip Co., Ltd., 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 19th day of September, 1945.

[L.S.]

A. TYNDALL, Judge.

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 1st day of August, 1945, 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 minimum salary on appointment as foreman shall be £35 per calendar month. Increments according to merit and service shall be granted during the first five years of employment as foreman so that the minimum salary after five years shall be £40 per calendar month.

(b) The salaries stated include payment for all hours worked and all work performed except as provided in subclause (c) hereof.

(c) For work performed on Saturday mornings an additional amount of 5s. per hour shall be paid, and for work performed on Saturday after 1 p.m. and on Sundays and holidays an additional amount of 7s. 6d. per hour shall be paid.

Meal-money

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

Holidays

3. (a) 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.

(b) The following shall be the recognized holidays: New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Christmas Day, Boxing Day, and the birthday of the reigning Sovereign.

Increase in Rates of Remuneration

4. The two general orders made under the Rates of Wages Emergency Regulations 1940, and dated 9th August, 1940, and 31st March, 1942, respectively, shall be deemed to be incorporated in this award and shall have effect according to their tenor.

Payment of Wages

5. Payment of wages shall be made bi-monthly.

Matters not provided for

6. Any dispute in connection with any matter not provided for in this agreement shall be settled between the 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

7. (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

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

Term of Agreement

9. This agreement, in so far as it relates to the salaries in clause 1, subclause (a) hereof, shall be deemed to have come into force on the 1st day of April, 1945, and in so far as all other conditions are concerned it shall come into force on the day of the date hereof, and shall continue in force until the 31st day of July, 1947.

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.]

L. H. GILDEN, President.
R. J. SMITH, Secretary.

Witness—P. Austin.

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

D. M. JAMIESON, Works Manager

Witness—K. Belford.