

**LYTTELTON FOREMEN STEVEDORES AND PERMANENT HANDS
(SHIPPING COMPANIES).—INDUSTRIAL AGREEMENT**

In the Court of Arbitration of New Zealand.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement, made on the 10th day of February, 1947, between the Lyttelton Foremen Stevedores and Permanent Hands' Industrial Union of Workers and Kinsey 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 10th day of February, 1947, between the Lyttelton Foremen Stevedores and Permanent Hands' Industrial Union of Workers, of the one part, and

Kinsey 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 17th day of February, 1947.

[L.S.]

A. TYNDALL, Judge.

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 10th day of February, 1947, between the:—

Lyttelton Foremen 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, The, Hereford
Street, Christchurch.

Westport Coal Co., Ltd., The, Manchester Street,
Christchurch.

New Zealand Waterside Employers' Association
Industrial Association of Employers, Maritime
Building, Customhouse Quay, 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., and on Saturdays 8 a.m. to 12 noon.

Workers employed on Saturday mornings shall be paid, in addition to their ordinary weekly wages, not less than one-quarter of their ordinary equivalent rate of pay for the time worked between 8 a.m. and 12 noon.

Except as hereinafter provided, all other time shall be classed as overtime.

Wages

	Per Week.		
	£	s.	d.
2. (a) Foremen stevedores (except as hereinafter stated)	8	7	10
With a probationary period of three months at	7	17	10
(except as hereinafter stated)			
Hulk-keepers	7	7	10
Foremen in charge of wool-store	8	7	10
Assistant wool-store foreman	7	7	10
Timekeepers	7	7	10
New Zealand Shipping Co., Ltd., store engineer	8	7	10
Shaw, Savill, and Albion Co., Ltd., store engineer	8	7	10

If at the expiration of three months a probationary foreman is retained as a foreman stevedore, his wages for such probationary period shall be made up to that of a foreman stevedore from the commencement of such service.

(b) All time worked outside of the hours prescribed in clause 1 hereof shall be paid for at the rate of time and a half for the first four hours and double time thereafter: Provided, however, that in lieu of payment for overtime the employer may allow time off to the extent of one and a half hours for each hour of overtime worked. All overtime worked in any calendar month shall be completely disposed of, either by payment or by allowance of time off, before the last day of the ensuing calendar month. The option to allow time off shall not apply to time worked on Sundays and holidays.

Union Steamship Co., Ltd., Permanent Hands

3. (a) *Wages*.—The weekly wage shall be at the rate of £5 12s. 10d.

(b) *Overtime*.—All time worked outside the hours prescribed in clause 1 shall be paid for at the rate of time and a half for the first four hours and double time thereafter in addition to the weekly wage. 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, and for work done on Sunday or holidays the minimum shall be four hours.

(c) 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.

(d) 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

4. *Meal-money*.—When foremen stevedores or permanent hands are required to work after 1 p.m. on Saturdays, Sundays, and holidays and after 6 p.m. on any day, 2s. meal-money shall be paid.

5. *Payment of Wages*.—Wages shall be paid weekly and not later than Thursday. In the event of a holiday falling on Thursday wages shall be paid on Wednesday.

6. (a) *Holidays*.—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, the birthday of the reigning Sovereign, and waterside workers' picnic-day.

(b) *Annual Holidays*.—Foremen stevedores 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) Time worked on Christmas Day, Anzac Day, and Good Friday shall be paid for at double time rates, in addition to the weekly wage, and, except where otherwise provided in

clause 3 (b), time worked on the other days (including Sundays) mentioned in subclause (a) of this clause shall be paid for at the rate of time and a half for the first four hours and double time thereafter, in addition to the weekly wage.

7. *Minimum Periods for Call-outs.*—Workers called out to work on Sundays or holidays shall be paid a minimum of four hours at the appropriate rate.

Matters not provided for

8. 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

9. (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

10. 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

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

Increase in Rates of Remuneration

12. All rates of remuneration, including time and piece wages and overtime and any other special payments, provided for in this award 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.

EXPLANATORY NOTE.—(1) The general order of the 9th August, 1940, increased *rates of remuneration* determined by awards and industrial agreements and apprenticeship orders by an amount equal to 5 per cent. thereof.

(2) (a) The general order of the 31st March, 1942, further increased *rates of remuneration* determined by awards and industrial agreements and apprenticeship orders (inclusive of the 5 per cent. increase provided by the general order of the 9th August, 1940) by an amount equal to 5 per cent. thereof, but excluded from the increase such portion of the *remuneration* of each worker as exceeded—

- (i) The amount of £5 a week in the case of male workers twenty-one years of age and over;
- (ii) The amount of £2 10s. a week in the case of female workers twenty-one years of age and over;
- (iii) The amount of £1 10s. a week in the case of male and female workers under twenty-one years of age; and
- (iv) The amount of £1 10s. a week in the case of apprentices under apprenticeship orders.

(b) The increase in *rates of remuneration* provided by the order referred to in (a) hereof applied to the unexcluded portion of the *remuneration* of each worker, irrespective of his or her total weekly *remuneration*.

(3) The term "*rates of remuneration*" includes time and piece wages and overtime and any other special payments. The term "*remuneration*" means actual earnings, including time and piece wages and overtime and any other special payments.

Term of Agreement

13. This agreement shall come into force as and from the 10th February, 1947, and shall continue in force until the 9th February, 1948.

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.

Witness to above signature—W. F. Sillars.

Kinsey and Co., Ltd.—

JOSEPH G. D. WARD.

Witness to above signature—W. F. Sillars.

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

J. H. GASKILL.

Witness to above signature—W. F. Sillars.

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

P. L. HODGE.

Witness to above signature—W. F. Sillars.

The Canterbury Steam Shipping Co., Ltd.—

C. CROMBIE.

Witness to above signature—W. F. Sillars.

The Westport Coal Co., Ltd.—

T. JONES.

Witness to above signature—W. F. Sillars.

The New Zealand Waterside Employers' Association
Industrial Association of Employers—

M. T. HOLM.

Witness to above signature—J. V. Kean.

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

T. A. WHITE.

H. G. TICEHUNT.

Witness to above signatures—L. G. Bond.