

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

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement made on the 28th day of June, 1948, between the Lyttelton Foremen Stevedores and Permanent Hands' Industrial Union of Workers and the Canterbury Steam Shipping 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 28th day of June, 1948, between the Lyttelton Foremen Stevedores and Permanent Hands' Industrial Union of Workers, of the one part, and the Canterbury Steam Shipping 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 5th day of July, 1948.

[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 28th June, 1948, between the Lyttelton Foremen Stevedores and Permanent Hands' Industrial Union of Workers (hereinafter called "the union") of the one part, and

Canterbury Steam Shipping Co. Ltd., Christchurch
Kinsey and Co. Ltd., Hereford Street, Christchurch
New Zealand Shipping Co. Ltd., Hereford Street, Christchurch
Shaw Savill & Albion Co. Ltd., Cathedral Square, Christchurch
Turnbull, A. H. and Co. Ltd., Manchester Street, Christchurch
Union Steam Ship Co. of New Zealand Ltd., Hereford Street, Christchurch
Westport Coal Company Ltd., 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.

Whilst the forty-four hour week remains in operation the employees covered by this agreement shall receive an additional sum of 8s. per week in addition to the wages prescribed herein.

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

<i>Wages</i>		Per Week.
		£ s. d.
2. (a) Foremen stevedores (except as hereinafter stated)		9 11 3
With a probationary period of three months at (except as hereinafter stated)		9 0 9
Hulk-keepers		8 10 3
Foremen in charge of wool-store		9 11 3
Assistant wool-store foreman		8 10 3
Timekeepers		8 10 3
New Zealand Shipping Co. Ltd., store engineer		9 11 3
Shaw Savill and Albion Co. Ltd., store engineer		9 11 3

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. For the time worked on Saturday afternoons double time shall be paid, if time off is given it shall be at two hours for each hour worked. Work performed at the steamers express on Saturdays after midday or on Sundays or holidays shall be paid for at time and half without the option of having time off, except when more than four hours are worked in which case double time shall be paid for the excess over four hours.

(c) *Outports.*—When foremen are instructed to proceed to an outport they shall be paid 10s. out of pocket expenses for each day or part day they are away from Lyttelton. Further, they shall be provided with first class fares, meals and accommodation.

Union Steam Ship Company Limited Permanent Hands

3. (a) *Wages.*—The weekly wage shall be at the rate of £6 13s. 6d.

(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 three 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

Meal Money

4. 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. 3d. meal money shall be paid.

Payment of Wages

5. 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.

Holidays

6. (a) 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.

Minimum Periods for Call-outs

7. 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 worker 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-unionists 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.

Term of Agreement

12. This agreement shall come into force as and from the 28th day of June, 1948, and shall continue in force for a period of one year therefrom.

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

Canterbury Steam Shipping Co. Ltd.—

C. H. CROMBIE.

Witness to above signature—W. F. Sillars.

Kinsey and Co. Ltd.—

D. G. HOLLEBONE.

Witness to above signature—R. L. Reid.

New Zealand Shipping Co. Ltd.—

O. C. GUY.

Witness to above signature—W. F. Sillars.

Shaw Savill & Albion Co. Ltd.—

A. L. TURNBULL.

Witness to above signature—J. L. Satchell.

For Turnbull, A. H. and Co. Ltd.—

R. G. METCALFE.

Witness to above signature—A. H. Groves.

Union Steam Ship Co. of N.Z. Ltd.—

W. A. SMITH.

Witness to above signature—W. F. Sillars.

Westport Coal Co. Ltd.—

T. JONES.

Witness to above signature—W. F. Sillars.

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. TICEHURST.

Witness to above signatures—L. G. Bond.
