

**AUCKLAND AND GISBORNE ASSISTANT STEVEDORES, FORE-
MEN, AND TIMEKEEPERS—INDUSTRIAL AGREEMENT**

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement, made on the 4th day of November, 1948, between the Auckland Assistant Stevedores, Foremen, and Timekeepers' (in Connection with Waterside Work) Industrial Union of Workers, and the Auckland Waterside Employers' Union Industrial Union of Employers 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 4th day of November, 1948, between the Auckland Assistant Stevedores, Foremen, and Timekeepers' (in Connection with Waterside Work) Industrial Union of Workers, of the one part, and the Auckland Waterside Employers' Union Industrial Union of Employers 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 9th day of December, 1948.

[L.S.]

A. TYNDALL, Judge.

AUCKLAND AND GISBORNE ASSISTANT STEVEDORES, FOREMEN, AND
TIMEKEEPERS—INDUSTRIAL AGREEMENT

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 4th day of November, 1948, between the Auckland Assistant Stevedores, Foremen, and Timekeepers' (in connection with Waterside Work) Industrial Union of Workers (hereinafter called "the union"), of the one part, and—

- Auckland Waterside Employers' Union Industrial Union of Employers,
58 Endean's Building, Auckland C.1.
- Auckland Stevedoring Co., Ltd., Queen's Wharf, Auckland C.1.
- Blue Star Line (N.Z.), Ltd., Maritime Buildings, Quay Street,
Auckland C.1.
- Colonial Sugar-refining Co., Ltd., Quay Street, Auckland C.1.
- Clare and Clare, Ltd., Childers Road, Gisborne.
- Common, Shelton, and Co., Ltd., Customhouse Street, Gisborne.
- Dalgety and Co., Ltd., Read's Quay, Gisborne.
- Farmers' Co-operative Auctioneering Co., Ltd., Commerce Street,
Auckland C.1.
- Frankham, A. G., Ltd., Queen Street, Auckland C.1.
- Gisborne Lightering Stevedoring Co., Ltd., Childers Road, Gisborne.
- Gisborne Sheep-farmers' Frozen Meat Co., Ltd., Customhouse Street,
Gisborne.
- Leonard and Dingley, Ltd., Endean's Buildings, Queen Street,
Auckland C.1.
- Murray, Roberts, and Co., Ltd., Customhouse Street, Gisborne.
- Nelson's (N.Z.), Ltd., Childers Road, Gisborne.

New Zealand Loan and Mercantile Agency Co., Ltd., Gladstone Road, Gisborne.

New Zealand Shipping Co., Ltd., Quay Street, Auckland C. 1.

Northern Steamship Co., Ltd., Quay Street, Auckland C. 1.

Richardson Line of Steamships, Ltd., Quay Street, Auckland C. 1.

Shaw, Savill, and Albion Co., Ltd., Endean's Buildings, Queen Street, Auckland C. 1.

Union Steam Ship Co. of New Zealand, Ltd., Quay Street, Auckland, C. 1.

Watkin and Wallis, Ltd., Quay Street, Auckland C. 1.

Williams and Kettle, Ltd., Customhouse Street, Gisborne

(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

Definitions

1. (a) "Assistant stevedore" shall mean an employee working immediately under a marine superintendent, manager, master stevedore, or wharfinger, and whose principal duty is to supervise generally the loading, discharging, and handling of cargoes and to perform other duties in connection therewith.

(b) "Senior foreman" shall mean an employee who is appointed as such by the employer, and who, in addition to the ordinary duties of a foreman as hereinafter defined, may be required to engage labour.

(c) "Foreman" shall mean an employee working under the direction of a superior, whose principal duties include the taking charge of any gang (or gangs) of the men employed in loading, discharging, or handling cargo and who may be required to work in the gear shed.

(d) At the Port of Auckland "timekeeper" shall mean an employee whose principal duty is to engage labour, when required so to do, and to keep the time at any ship or job in connection with the loading, discharging, or handling of cargo.

(e) At the Port of Gisborne employees coming under this agreement shall continue to perform the duties which have been customarily carried out by them in the past.

Hours of Work

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

Holidays

3. (a) The holidays throughout the year shall be Christmas Day, Boxing Day, New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, and the waterside workers' picnic day. At the Port of Gisborne People's Day shall be substituted for Anniversary Day.

(b) Any work done on Christmas Day, Good Friday, or Anzac Day shall be paid for at double time rates in addition to the weekly wage.

(c) Any work done on the other days specified 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.

(d) If a worker is required to work on any of the days mentioned in this clause, he shall be paid a minimum of four hours pay.

(e) If any of the holidays (except Anzac Day) mentioned in subclause (a) hereof be generally observed on any day other than that on which it falls, the provision of this agreement shall apply to such other day instead of the original day provided that one day only be taken for the holiday.

Annual Leave

4. Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act, 1944, except that the period of annual leave shall be three weeks in place of two weeks, as prescribed in the said Act.

Meal-hours

5. (a) Meal-hours shall be as follows:—

Breakfast: 7 a.m. to 8 a.m.

Dinner: 12 noon to 1 p.m.

Tea: 5 p.m. to 6 p.m.

(b) Double ordinary rates shall be paid for each meal-hour worked.

Wages

6. (a) The following shall be the minimum rate of wages (exclusive of overtime) to be paid to the respective classes of workers—

	Per Week.		
	£	s.	d.
Assistant stevedore	9	15	0
Senior foreman	9	12	6
Foreman	9	5	0
Timekeeper	9	0	0

(b) The minimum wages above prescribed shall be deemed to be weekly wages, and no deduction shall be made from same except for time lost through the worker's own default, accident, or sickness.

(c) Sixpence per hour extra shall be paid for all work done in freezing-chambers.

(d) When workers are required to work after 6 p.m. Mondays to Fridays and after 1 p.m. on Saturdays, Sundays and holidays, either a meal shall be supplied or 2s. 3d. meal money shall be paid.

Overtime

7. Except as otherwise provided, all time worked outside the hours prescribed in clause 2 hereof shall be paid for at the rate of time and a half for the first four hours per day and double time thereafter.

Week-end Work

8. All work done between the hours of 6 p.m. on Saturdays and 7 a.m. on Mondays shall be paid for at double time rates. The minimum period of payment under this clause shall be four hours.

Matters Not Provided For

9. Any dispute in connection with any matter not provided for in this agreement shall be settled between the particular employer concerned and the president or secretary of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the local 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.

Exemptions

10. Nothing in this agreement shall be applicable to a master stevedore or to any employee whose annual remuneration, excluding overtime, is £600 or over.

Outports

11. When workers are instructed to proceed to any outports they shall be paid 10s. per day, in addition to the weekly wages prescribed in clause 6 for each day they are away from Auckland or Gisborne, as the case may be; further, they shall be provided with meals, first-class fares, and sleeping-accommodation.

Payment of Wages

12. 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.

General

13. (a) Workers shall be conveyed to their homes, if they finish work and their pay has ceased, at times when the public conveyances usually used by them are not running.

(b) Workers shall not be obliged to work in excess of fifty-six hours in any one week.

Workers to be Members of Union

14. (a) Subject to the provisions of subsection (5) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, 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.

(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.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union, commits a breach of this agreement, and shall be liable accordingly.

(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

15. This agreement shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this agreement comes into force or at any time whilst this agreement is in force, connected with or engaged in the industry to which this agreement applies within those portions of the industrial district to which this agreement relates.

Scope of Agreement

16. This agreement shall be limited in its operation to the Ports of Auckland and Gisborne.

Term of Agreement

17. This agreement shall come into force on the 1st day of October, 1948, and shall continue in force until the 1st day of April, 1950.

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

Th Auckland Assistant Stevedores, Foremen, and Time-keepers' Industrial Union of Workers—

W. GRAHAM WEST, President.

H. W. LAMB, Secretary.

Witness to above signatures—R. V. Smith.

Auckland Waterside Employers' Union Industrial Union of Employers—

E. C. BUSCKE.

Witness to above signature—R. Hughes.

Auckland Stevedoring Co., Ltd.—

A. W. JENKYN.

Witness to above signature—R. Hughes.

Blue Star Line (N.Z.), Limited—

R. H. BARSTOW.

Witness to above signature—D. A. Leslie.

Colonial Sugar-refining Co., Ltd.—

J. P. WILDMAN.

Witness to above signature—F. Ellingham.

Clare and Clare, Ltd.—

R. G. CLARE.

Witness to above signature—W. J. Smishall.

Common, Shelton, and Co., Ltd.—

T. J. CORKERY.

Witness to above signature—J. B. Shone.

Dalgety and Co., Ltd.—

J. L. BONIFANT.

Witness to above signature—H. L. Maynard.

Farmers' Co-operative Auctioneering Co., Ltd.—

J. L. BLACKMORE.

Witness to above signature—R. Hughes.

Frankham, A. G., Ltd.—

A. G. FRANKHAM.

Witness to above signature—R. Hughes.

Gisborne Lightering Stevedoring Co., Ltd.—

I. J. QUIGLEY.

Witness to above signature—J. H. Lawton.

Gisborne Sheep-farmers' Frozen Meat Co., Ltd.—

J. M. TRAFFORD.

Witness to above signature—W. J. Smishall.

Leonard and Dingley, Ltd.—

G. S. POOLE.

Witness to above signature—T. C. Ward.

Murray, Roberts, and Co., Ltd.—

L. V. BALFOUR.

Witness to above signature—J. Cranswick.

Nelsons (N.Z.), Ltd.—

G. WITTY.

Witness to above signature—W. J. Smishall.

New Zealand Loan and Mercantile Agency Co., Ltd.—

T. POWER.

Witness to above signature—R. G. Jobson.

New Zealand Shipping Co., Ltd.—

G. I. TAIT.

Witness to above signature—A. G. George.

Northern Steamship Co., Ltd.—

A. G. HARDY.

Witness to above signature—R. Hughes.

Richardson Line of Steamships, Ltd.—

P. WALLIS.

Witness to above signature—R. Hughes.

Shaw, Savill, and Albion Co., Ltd.—

R. S. LEWIS.

Witness to above signature—I. Tredray.

Union Steam Ship Co. of N.Z., Ltd.—

P. L. HODGE.

Witness to above signature—J. Roberts.

Watkin and Wallis, Ltd.—

P. WALLIS.

Witness to above signature—R. Hughes.

Williams and Kettle, Ltd.—

S. M. WILLIAMS.

Witness to above signature—C. D. Armstrong.