

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 10th day of February, 1948, 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 10th day of February, 1948, 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 12th day of May, 1948.

[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 10th day of February, 1948, between the Otago and Southland Shipping Foremens' and Assistant Foremens' Industrial Union of Workers, 23A London Street, Dunedin (hereinafter called "the union") of the one part, and

John Mill & Company, Ltd., Dunedin.

H. L. Tapley & Company 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 & Albion Company Ltd., Dunedin.

Shaw, Savill & Albion Company 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. Whilst the 44 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 by clause 2 (a) hereof.

Wages

2. (a) Foremen stevedores and wool dumping store foreman and men in charge of the dumping machinery	Per Week.	£	s.	d.
		9	11	3
Foremen wharfingers		8	10	3

(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. 3d. per meal shall be paid by the employer.

(c) When employees are required to work at Ravensbourne, an allowance of 2s. 3d. 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. 3d. meal money.

(e) All time worked in excess or outside of their daily hours fixed 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 such payment the employer may allow time off to the extent of one and a half hours for each hour worked for the first four hours, and two hours for each hour worked thereafter.

All time 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.

3. 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.

Minimum Period of Call Outs

4. Employees called out to work on Saturday afternoons or on Sundays or holidays shall be paid a minimum of four hours at the appropriate rate, provided that should an employee be ordered out to see to the berthing of a ship only, he shall be paid a minimum of three hours.

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 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 five years or more, who shall be granted three weeks per annum. Annual holidays to be taken at a time mutually agreed on.

(c) Time worked on Christmas Day, Anzac Day and Good Friday shall be paid for at double time rates and time worked on Sundays and other holidays shall be paid for at time and a half for the first four hours and double time thereafter. Such payments shall be in addition to the weekly wage.

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 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 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 ship's 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.

Outports

9. (a) 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 clauses 1 and 2 (a) 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.

(b) When travelling to out-ports as described in subclause (a) of this clause the following payments shall be made in addition to the 10s. provided for in the said subclause (a):—

Travelling between the hours of 7 a.m. and 11 p.m. on Sundays or any of the holidays provided for in subclause (a) of clause 6	£	s.	d.
	1	10	0
Travelling between the hours of 11 p.m. Sunday and 7 a.m. Monday	0	10	0
Travelling between 11 p.m. Saturday and 7 a.m. Sunday	1	10	0
Travelling between noon and 11 p.m. Saturday	0	10	0

Application of Agreement

10. 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 overtime, is £550 per annum, or over.

Scope of Agreement

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

Term of Agreement

12. This agreement in so far as it relates to the rates of wages prescribed by clauses 1 and 2 (a) hereof shall be deemed to have come into effect as from the 1st October, 1947, 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 one year therefrom.

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

John. Mill & Company Limited—

W. G. MANDER.

Witness to the above signature—Otto Loll.

H. L. Tapley and Company Limited—

J. H. DUNCAN, Director.

Witness to above signature—Otto Loll.

Keith Ramsay Limited—

J. F. POOLE, Director.

Witness to above signature—Otto Loll.

Union Steam Ship Company of New Zealand Limited,
Dunedin—

L. L. DERBIDGE.

Witness to above signature—Otto Loll.

Union Steam Ship Company of New Zealand, Limited,
Bluff—

J. R. WOOD.

Witness to above signature—J. N. Armstrong.

Shaw Savill & Albion Company Limited, Dunedin—

P. CLARK.

Witness to above signature—S. McKechnie.

Shaw Savill & Albion Company Limited, Bluff—

JAS. A. GLASS.

Witness to above signature—R. Nolan.

The Southland Stevedoring Company Limited, Bluff—

J. M. HAMILTON.

Witness to above signature—R. G. Gibbons.

The Dunedin Wool Dumping Company Limited, Dunedin—

J. H. DUNCAN, Director.

Witness to above signature—Otto Loll.

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

JAMES BAIRD, President.

J. C. K. CUNNINGHAM, Secretary.

Witness to the above signatures—Otto Loll.