

PATEA, WANGANUI, NAPIER, WELLINGTON, NELSON, AND
LYTTELTON **DOCK LABOURERS**—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 1st day of November, 1948, between the New Zealand Waterside Workers' Industrial Union of Workers and the Union Steam Ship Co., Ltd., Wellington, 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 1st day of November, 1948, between the New Zealand Waterside Workers' Industrial Union of Workers, of the one part, and the Union Steam Ship 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 2nd day of February, 1949.

[L.S.]

A. TYNDALL, Judge.

PATEA, WANGANUI, NAPIER, WELLINGTON, NELSON AND LYTTELTON
DOCK LABOURERS—INDUSTRIAL AGREEMENT

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments this 1st day of November, 1948, between the New Zealand Waterside Workers' Industrial Union of Workers (hereinafter referred to as the Union) of the one part, and:—

Union Steam Ship Co., Ltd., Wellington
Wellington Patent Slip Co., Evans Bay, Wellington
Luke Bros., Ltd., Wellington
Cable, William, and Co., Kaiwarra
Holm and Co., Wanganui
New Zealand Refrigerating Co., Imlay, Wanganui
Wanganui Harbour Board, Wanganui
South Taranaki Shipping Co., Patea
Richardson and Co., Ltd., Napier
Anchor Shipping and Foundry Co., Ltd., Nelson
Andersons, Ltd., Lyttelton
Canterbury Steam Shipping Co., Ltd., Christchurch
Sinclair, Melbourne and Co., Ltd., Lyttelton
Union Steam Ship Co., Ltd., Lyttelton

(hereinafter referred to as the employers), of the other part, whereby it is mutually agreed by and between the said 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

Clause 1: Classes of Work

The work covered by this agreement shall be: Overhauling work on vessels, such as chipping, cleaning, scrubbing, painting, and tarring the outside of hulls (other than the top sides of passenger vessels and other than skilled painters' work), cleaning, chipping, or painting in all holds, tanks, bunkers, engine-rooms, peaks, bilges, chain-lockers, and in and under the boilers or on tank tops; chipping and cleaning oil-fuel tanks; cementing or cement-washing in tanks, painting funnels, masts or derricks, rigging and such other work as may be required by the employer.

Clause 2: Hours of Work

The ordinary hours of work shall be eight to be worked between 8 a.m. and 5 p.m. from Monday to Friday (both inclusive). All other time shall be classed as overtime.

Clause 3: Holidays

(a) For all hours worked on Sundays, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Sovereign's Birthday, Christmas Day, Boxing Day, Anniversary Day and the Union's Picnic Day which is to be observed on the same day as the Waterside Workers' Union picnic, double time shall be paid.

(b) Members of the New Zealand Waterside Workers' Union who regularly follow the work covered by the provisions of this agreement and who are employed or who report for employment on eight days within the fortnight immediately preceding any of the following named holidays and who are not otherwise entitled to payment for such holidays shall be paid eight hours' ordinary pay for each such holiday which is observed on any day between Monday and Friday inclusive: New Year's Day, Anniversary Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day, Anzac Day.

(c) At Lyttelton the 2nd January shall be a holiday but Anniversary Day shall not be a holiday.

(d) In the event of a holiday other than Anzac Day falling on a Saturday or a Sunday such holiday shall be observed on the succeeding Monday and in the event of another holiday falling on such Monday such other holiday shall be observed on the succeeding Tuesday.

(e) Work shall be performed on any of the holidays named in subclause (b) as may be required by the employer and shall be paid for at double time rates in addition to the payment provided for by subclause (b).

(f) Men who are ordered down or back on a Sunday or holiday and who attend and who commence work shall be paid a minimum of eight hours. Men who are ordered down or back and attend, but who, for any reason, are not required to start work and are released without delay shall be paid for a minimum period of four hours.

Clause 4: Overtime

(a) Overtime shall be worked as required by the employer. For all work done in excess of the hours mentioned in clause 2 hereof payment shall be made at the rate of time and a half for the first three hours and thereafter double time, except that any work performed between the hours of 10 p.m. and 8 a.m. on any day shall be paid for at the rate of double time.

(b) Any worker required to commence work after the cessation of public wheeled traffic or before the ordinary time of starting of such traffic and any worker who may work continuously until after the cessation of public wheeled traffic and cease work before the ordinary time of starting of such traffic shall be paid for the time occupied in travelling from or to his home computed on three miles per hour at ordinary rates of pay, except that, if a conveyance is provided for the worker by his employer, he shall not be entitled to payment for this travelling time.

For the purpose of this clause "public wheeled traffic" shall mean trams, buses, trains or ferries ordinarily used by workers travelling to and from their work.

(c) No worker shall be required to work more than four hours continuously without an interval for a meal except in cases of emergency such as delays in docking or undocking vessels. Double time shall be paid for work after the fourth hour and no worker shall be required to work more than the fifth hour unless he agrees to do so.

(d) Subject to the foregoing the ordinary meal hours shall be: Breakfast, 7 a.m. to 8 a.m.; dinner, 12 noon to 1 p.m.; tea, 5 p.m. to 6 p.m.; but these meal times may be reduced to half an hour or an interval given at other than the times stated, by mutual agreement between any employer and his workers. If required work may be

continued during meal times but in no case (except as provided for in subclause (c)) shall men be called upon to work longer than five hours without a break for a meal.

(e) Any worker having worked all day and night and being required to continue working on into the next day shall be paid double rates for all such time worked after 8 a.m. on the second day.

(f) Any worker having worked all day and having continued to work until after midnight shall be given eight hours off or be paid double time rates for all time worked on the second day.

(g) A worker ordered from his home at night shall be guaranteed a minimum of four hours at the appropriate rate.

(h) Overtime orders should be given one hour before 5 p.m. whenever possible.

(i) Meal Money: The employers shall allow meal money at the rate of 2s. 3d. per meal when workers are called upon to work overtime after 6 p.m. Monday to Friday inclusive and also after 1 p.m. on Saturday if not advised on Friday that they are required to work after 1 p.m. on Saturday.

(j) Supper-time and crib-time when working overtime shall be paid for.

Clause 5: Wages

(a) The rate of wages to be paid to workers covered by this agreement shall be 3s. 7d. per hour ordinary time.

(b) All wages shall be paid weekly and on Thursday. In the event of a holiday falling on a Thursday wages shall be paid on Wednesday. In establishments where wages are paid to tradesmen on a day other than Thursday the custom of the establishment is to be observed.

Clause 6: Travelling Time

(a) Workers engaged by the Wellington Patent Slip Company shall receive a travelling allowance of 8d. for every day or part of a day upon which they are employed by the company, irrespective of the exact location at which the work is performed. The allowance, however, shall not be payable when the work is performed at Miramar and the Jubilee Dock.

(b) Workers who are required to work at Miramar, Wellington, shall be paid 9d. each way to cover travelling and fares, or in lieu thereof the employer may provide free conveyance.

(c) Workers who are required to work at the Jubilee Dock, Wellington, or the repair wharf adjacent thereto shall be paid 9d. each way to cover travelling time and fares, or in lieu thereof the employer may provide free conveyance.

Clause 7 : Dirty Work and Special Rates

The following amounts additional to ordinary time rate or overtime rate shall be paid for dirty work or special work performed and specified as hereunder :—

(a) While employed cleaning or working in tanks (except oil fuel tanks) coal bunkers, peaks, bilges, chain-lockers, in and under boilers and while employed using air-hammers or electric chippers, under boilers, tank tops or on ships' sides, 2½d. per hour with a minimum payment of 1s. 6d. in any one day.

(b) While using Res-q-steel in open spaces, 4½d. per hour with a minimum payment of 3s. in any one day.

(c) While using Res-q-steel in side pockets, tanks or confined spaces 1s. per hour.

(d) While employed chipping and scaling inside boilers or cleaning tubes and back-ends of water tube boilers 1s. per hour.

(e) While employed cleaning tubes and back-ends of Scotch boilers 2s. per hour.

(f) While employed using a spray gun while spraying on ships 1s. per hour except that when such work is performed in tanks or confined spaces the additional payment shall be 2s. 6d. per hour. The worker in charge of the paint container attached to the spraying equipment shall receive 6d. per hour while performing such duty.

(g) While employed in cleaning oil fuel tanks 2s. 6d. per hour.

(h) While employed in cleaning up oil fuel in bilges or tank tops 1s. per hour.

(i) While employed cleaning out crank-pits in engine rooms on ships 1s. 6d. per hour.

(j) While employed cleaning out scavengers in engine rooms on ships 2s. 6d. per hour.

(k) While employed putting tar on ships by hand 3d. per hour except that when such work is performed with a spray gun the additional payment shall be 1s. 3d. per hour.

(l) While employed handling coal in bunkers 6d. per hour.

(m) While employed in rigging work on board ships or in rigging lofts, 3d. per hour.

(n) While employed breaking out concrete with a pneumatic drill 6d. per hour except that when such work is done in confined spaces where the men are unable to stand upright or where the air is impregnated with dust the additional payment shall be 1s. 6d. per hour.

(o) Exceptionally dirty jobs not specified in this clause shall be considered on their merits and such additional rates shall be paid as may be agreed upon between the employer and worker concerned. In default of such agreement the matter shall be decided in accordance with clause 15 hereto.

(p) Leading Hand : A worker who is placed in charge of a job with four or more men under his control shall receive 3d. per hour while performing such duty with a minimum payment of 2s. in any one day.

Clause 8 : Engagement of Labour

(a) Labour should be engaged each morning between 7.45 a.m. and 9 a.m.

(b) Labour should be engaged by employer or agent in person—i.e., Labour Foreman.

Clause 9 : Timekeeping

All workers under this agreement shall, if and when required by the employer, sign on and off at the employers' time office and also assist in making out their time sheets.

Clause 10 : Provision for Cleaning When Employed on Dirty Work

Men employed on dirty work such as cleaning bunkers, tanks, boilers, and stokehold work, and other work of similar nature, shall be allowed reasonable time before commencing work to effect a change of clothing and reasonable time to wash and change when knocking off.

Clause 11 : Rest Periods

A morning and afternoon break of ten minutes shall be allowed without deduction of pay.

Clause 12 : Minimum Periods

On the day of commencement of a job the minimum payment for a start before midday shall be six hours' pay; if after midday the minimum payment shall be four hours.

If for any reason due to weather or any other cause for which the employee is not responsible, work is suspended before midday and he is ordered back for 8 a.m. next day, a minimum of four hours shall be paid, and if after midday a minimum of six hours shall be paid.

On completion of a job, if he finishes before midday a minimum of four hours shall be paid and, if after midday, then the minimum payment shall be for six hours.

When men are ordered back after 6 p.m. to perform work covered by this agreement a minimum of three hours shall be paid.

All minimum periods are to be paid for at the rate being paid for the particular job being worked.

Clause 13 : Stop-work Meetings

Men employed under the terms of this agreement shall not absent themselves from work for the purpose of attending any stop-work meeting unless their attendance has been previously authorized by the local disputes committee or the employers at the port concerned.

Clause 14 : Preference

(a) Except as otherwise herein provided members of the New Zealand Waterside Workers' Union shall have preference on all work covered by this award and it shall not be lawful for any employer to employ in the industry any person who is not for the time being a member of the union provided there are members of the union available for the particular work required to be done and ready and willing to undertake it, provided that the executive of the branch, when admitting members to the union, shall admit persons of good character and sober habits and shall also take into consideration general suitability for ships' repair, slip and dock work, physical fitness and previous experience.

(b) When members of the union and non-members are employed together there shall be no distinction between them and both shall work together in harmony and under the same conditions and shall receive equal pay for equal work.

(c) Notwithstanding the provisions of subclauses (a) and (b) hereof, nothing herein contained shall operate to prevent the employment to the extent that has been customary in the past of *bona fide* members of a ship's crew, whether on or off articles, or tradesmen's assistants, not necessarily members of the New Zealand Waterside Workers' Union.

(d) When a tradesman is working on a job his assistant may be employed at any work connected with that particular job in way of repairs, notwithstanding that such work is covered by this Agreement.

(e) Where members of the New Zealand Waterside Workers' Union have been employed by Harbour Boards at work coming within the scope of this agreement they shall continue to receive preference for such work, but otherwise nothing herein contained shall apply to the permanent employees of Harbour Boards carrying out work which it has been customary for them to perform in the past.

Clause 15 : Disputes Committee

The essence of this agreement being that the work of the employers shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this agreement or any of them, as to any matter whatever arising out of or connected therewith, every such dispute or difference, as the same shall arise, shall be referred to a committee, to be composed of three representatives of the union at the port concerned and three representatives of the employers for their decision. The decision of the majority of the committee shall be binding and if no decision is arrived at then the matter shall be referred to the National Disputes Committee at Wellington consisting of four representatives of the New Zealand Waterside Workers' Union and four representatives of the employers. The decision of the National Disputes Committee shall be binding and if no decision is arrived at either party may appeal to

the Court of Arbitration upon giving written notice of such appeal to the other party within fourteen days after the failure of the National Disputes Committee to arrive at a decision or the National Disputes Committee may itself refer the matter to the Court of Arbitration for decision.

Clause 16 : Term of Agreement

This industrial agreement shall come into force on the 1st day of December, 1948, and shall continue in operation for a period of twelve (12) months therefrom.

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

William Cable and Company—

J. BARR.

Witness to the above signature—E. Willis.

Holm and Company—*p.p.* Holm and Co., Ltd. :

S. HOLM.

Witness to the above signature—T. A. Tarrant.

Luke Bros. Ltd.—

FRANK W. LUKE.

Witness to the above signature—R. Dougall.

Wellington Patent Slip Company—

D. JAMIESON.

Witness to the above signature—T. A. Tarrant.

New Zealand Refrigerating Company—

H. ZIESLER.

Witness to the above signature—H. E. Blight.

Richardson and Company Limited—

H. McLEAY.

Witness to the above signature—S. A. Bradshaw.

Union Steam Ship Company Limited—

K. BELFORD.

Witness to the above signature—T. A. Tarrant.

Wanganui Harbour Board—

I. J. HEDDITCH.

Witness to the above signature—D. Roche.

South Taranaki Shipping Company—

G. W. CORBETT.

Witness to the above signature—J. G. Edwards.

Anchor Shipping and Foundry Company Ltd.—

A. R. DYSON.

Witness to the above signature—E. J. Kenny.

Andersons Limited—

P. W. LAWRENCE.

Witness to the above signature—H. C. W. Osmond.

Canterbury Steam Shipping Company Ltd.—

C. CROMBIE.

Witness to the above signature—W. M. Gerry.

Sinclair, Melbourne and Company Ltd.—

H. R. SINCLAIR.

Witness to the above signature—Chas. O. Lawrence.

For New Zealand Waterside Workers' Industrial Union of Workers—

H. BARNES, President.

T. HILL, Secretary.

Witness to above signatures—M. Ritchie.

PATEA, WANGANUI, NAPIER, WELLINGTON, NELSON AND
LYTTELTON **DOCK LABOURERS** — A M E N D M E N T O F
INDUSTRIAL AGREEMENT

[Filed in the Office of the Clerk of Awards, Wellington]

In the Court of Arbitration of New Zealand.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and the Economic Stabilization Emergency Regulations 1942; and in the matter of the Patea, Wanganui, Napier, Wellington, Nelson, and Lyttelton Dock Labourers' industrial agreement, made on the 1st day of November, 1948, and recorded in 49 Book of Awards 209.

IN pursuance and exercise of the powers vested in it by the Economic Stabilization .Emergency Regulations 1942, and of every other power in that behalf thereunto enabling it, this Court, for the purpose of giving effect to the pronouncement made by it on the 12th day of April, 1949, doth hereby order as follows:—

1. That the said industrial agreement shall be amended by deleting subclause (a) of clause 5 (Wages) and substituting therefor the following subclause:—

“(a) The rate of wages to be paid to workers covered by this agreement shall be 3s. 10½d. per hour, ordinary time.”

2. That this order shall come into force on the 1st day of June, 1949.

Dated this 20th day of May, 1949.

[L.S.]

A. TYNDALL, Judge.