

AUCKLAND MARITIME **CARGO WORKERS**—AGREEMENT MADE UNDER
LABOUR DISPUTES INVESTIGATION ACT 1913

In the Court of Arbitration of New Zealand, Northern Industrial District.—
In the matter of the Economic Stabilization Regulations 1950; and in the
matter of the agreement made on the 30th day of August, 1951, between
the Auckland Maritime Cargo Workers Industrial Union of Workers and
the Auckland Waterside Employers Industrial Union of Employers.

WHEREAS by the Economic Stabilization Regulations 1950 it is provided that no
agreement made in pursuance of the Labour Disputes Investigation Act, 1913,
shall come into force until it is filed under section 8 of the said Act: And
whereas it is provided further that no such 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 agreement made on the 30th day of August,
1951, between the Auckland Maritime Cargo Workers Industrial Union of
Workers, of the one part, and the Auckland Waterside Employers Industrial
Union of Employers, 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 agreement for
the purposes of the said regulations.

Dated this 6th day of September, 1951.

[L.S.]

A. TYNDALL, Judge.

AUCKLAND MARITIME **CARGO WORKERS**—AGREEMENT MADE UNDER THE LABOUR
DISPUTES INVESTIGATION ACT 1913

THIS agreement made in pursuance of the Labour Disputes Investigation Act
1913 this 30th day of August 1951 shall be binding upon the Auckland Maritime
Cargo Workers Industrial Union of Workers (hereinafter called "the union"),
of the one part, and the Auckland Waterside Employers Industrial Union of
Employers (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, stipu-
lations and provisions respectively required to be done, observed and performed
and shall not do anything in contravention of this agreement of the said terms,
conditions, stipulations and provisions but shall in all respects abide by and
perform the same.

SCHEDULE

Wages

1. The ordinary time rate of pay shall be 4s. 7½d. per hour.

Conditions of Employment

2. The conditions of employment shall be as at present customary.

Interpretation

3. Should any dispute arise out of the interpretation of this agreement it shall be resolved by decision of a committee consisting of three representatives of the employers and three representatives of the union presided over by an independent chairman.

Preference

4. The employers shall employ only members of the union for work customarily performed in connection with or ancillary to the handling of cargo in the Port of Auckland.

Scope of Agreement

5. This agreement shall apply only to the Port of Auckland.

General

6. The union and the employers agree as a condition of this agreement that a new agreement shall be entered into between the parties hereto not later than the 17th of September 1951 which will provide security of employment for the workers and for the most expeditious turn-round of shipping and embodying the following provisions which have been accepted by the parties:—

- (a) Regular employment at a weekly wage of £8 15s. plus a daily payment of 3s. for each day of attendance or employment.
- (b) Endowment insurance providing death benefits and retirement allowances based on a contribution of 5s. weekly each from worker and employer.
- (c) Sick leave of up to seven days in any twelve months.
- (d) Two weeks annual holiday increasing to three weeks annual holiday after ten years service from this date.
- (e) A contract of service providing except for misconduct for three months notice by the employer and two weeks notice by the worker.
- (f) Right of the worker to obtain reasonable time off on application after certain periods of work.
- (g) A balanced incentive payment scheme to return equal reward for equal effort on any job.

Term of Agreement

7. This agreement shall come into force on the 3rd day of September 1951 and shall continue in force for a period of two weeks therefrom.

In witness whereof the parties hereto have executed these presents this 30th day of August 1951.

The Auckland Maritime Cargo Workers' Industrial Union of Workers:—

[L.S.]

W. F. McMULLEN, President.

W. G. HOPKINS, Secretary.

Witness — N. Donaldson.

The Auckland Waterside Employers' Industrial Union of Employers:—

[L.S.]

G. S. POOLE, Vice-President.
Auckland Waterside Employers' Union
Industrial Union of Employers:

E. C. BUSCKE, Secretary.

Witness—Vivian P. Blakeley.