

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 Regulations 1950; and in the matter of the industrial agreement made on the 12th day of March, 1951, between the Otago and Southland Shipping Foremen's and Assistant Foremen's Industrial Union of Workers and the Dunedin Wool Dumping Company, Limited, and others.

WHEREAS by the Economic Stabilization Regulations 1950 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 12th day of March, 1951, between the Otago and Southland Shipping Foremen's and Assistant Foremen's Industrial Union of Workers, of the one part, and the Dunedin Wool Dumping Company, Limited, 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 April, 1951.

[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 day of 12th March, 1951, between the Otago and Southland Shipping Foremen's and Assistant Foremen's Industrial Union of Workers, (hereinafter called "the union") of the one part: and

The Dunedin Wool Dumping Co. Ltd., Dunedin
John Mill & Company Ltd., Dunedin
New Zealand Shipping Co. Ltd., Dunedin
New Zealand Shipping Co. Ltd., Invercargill
Keith Ramsay Ltd., Dunedin
Shaw, Savill & Albion Company Ltd., Dunedin
Shaw, Savill & Albion Company Ltd., Bluff
The Southland Stevedoring Co. Ltd., Bluff
H. L. Tapley & Company Ltd., Dunedin
Union Steam Ship Co. of New Zealand Ltd., Dunedin
Union Steam Ship Co. of New Zealand Ltd., Invercargill

(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. All other time shall be classed as overtime.

Wages

2. (a) Foremen stevedores and wool dumping store foremen and
men in charge of wool dumping machinery £ s. d.
10 5 0
Foremen wharfingers 9 15 0

(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 3s. per meal shall be paid by the employer, and further, that foremen stevedores shall be allowed three quarters of an hour each way travelling time to be paid for at the rate of time and a half except when foremen travel within paid hours.

(c) When employees are required to work at Ravensbourne an allowance of 3s. 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 1 p.m. on Saturdays, Sundays and holidays, and after 6 p.m. on any day they shall be paid 3s. 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 between Mondays to Fridays inclusive to the extent of one and a half hours for each hour of overtime worked for the first four hours.

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 Saturday afternoons, Sundays and holidays, and travelling time, as prescribed in clause 2 (b).

3. Employees covered by this Agreement shall continue to perform the duties which have been customarily carried out by them in the past.

Minimum Period of Call Outs

4. Employees called out to work after 6 p.m. Mondays to Fridays inclusive shall be paid a minimum of three hours, and if called out to work on Saturday mornings shall be paid a minimum of four hours, and if required to work after 1 p.m. on Saturdays, they shall be paid a further minimum of 4 hours, and if called out to work on Sundays or holidays they 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 and expenses shall be paid weekly or by mutual arrangement.

Holidays

6. (a) The holidays throughout the year shall be: Sundays, Christmas Day, Boxing Day, New Year's Day, the 2nd January (in lieu of Anniversary Day), Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, and the Waterside Workers' Picnic Day, and for work performed on these days, double time in addition to the weekly wage shall be paid.

(b) *Annual Holidays*.—All permanent employees shall be entitled to two weeks' annual holiday per annum, but those employees who have been in the employ of the same firm for five years or more, shall be entitled to three weeks per annum. Annual holidays are to be taken at a time to be mutually agreed on.

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 continue to employ in any position of 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 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 to any of the following outports, viz. Lyttelton, Timaru, Oamaru or Bluff or *vice versa* they shall be paid 10s. per week day and £1 for Sundays in addition to the weekly wages prescribed in clause 2 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 amounts 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	£	s.	d.
clause 6	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 8 a.m. and 11 p.m. Saturday	1	0	0
Travelling between 12 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 covered by this agreement, but will not apply to wharf and stevedore superintendents.

Scope of Agreement

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

Increase in Rates of Remuneration

12. The general order, dated the 30th January, 1951, made by the Court of Arbitration under the Economic Stabilization Regulations, 1950, shall be deemed to be incorporated in this agreement, and shall have effect according to its tenor.

Term of Agreement

13. This agreement shall be deemed to have come into force on the 1st March, 1951, and shall continue in force for a period of six months therefrom.

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

The Dunedin Wool Dumping Co., Ltd., Dunedin—

The Dunedin Wool Dumping Company Limited:

J. H. DUNCAN, Director.

Witness to the above signature—J. A. McPhail.

John Mill & Co. Ltd., Dunedin—

John Mill & Co. Ltd.:

W. A. MANDER, General Manager.

Witness to the above signature—J. A. McPhail.

New Zealand Shipping Co. Ltd., Dunedin—

The New Zealand Shipping Company Limited:

J. J. PARKER, Local Manager.

Witness to the above signature—J. A. McPhail.

New Zealand Shipping Co. Ltd., Invercargill—

The New Zealand Shipping Co. Ltd.:

P. POTTER, Local Manager.

Witness to the above signature—M. Edwards.

Keith Ramsay Ltd., Dunedin—

p.p. Keith Ramsay Limited:

J. F. POOLE, Director.

Witness to the above signature—J. A. McPhail.

Shaw Savill & Albion Co. Ltd., Dunedin—

Shaw Savill & Albion Co. Ltd.:

J. A. GLASS.

Witness to the above signature—J. A. McPhail.

Shaw Savill & Albion Co. Ltd., Bluff—

Shaw Savill & Albion Company Limited:

L. NOLAN.

Witness to the above signature—I. D. Hay.

Southland Stevedoring Co. Ltd., Bluff—

Southland Stevedoring Co. Ltd.:

J. A. HAMBLETON.

Witness to the above signature—H. Hardaker.

H. L. Tapley & Co. Ltd., Dunedin—

H. L. Tapley & Coy. Ltd.:

J. H. DUNCAN, Director.

Witness to the above signature—J. A. McPhail.

Union Steam Ship Co. of New Zealand Ltd., Dunedin—

Union Steam Ship Co. of N.Z., Ltd.:

L. DERBRIDGE.

Witness to the above signature—J. A. McPhail.

Union Steam Ship Co. of New Zealand Ltd., Invercargill—

Union Steam Ship Company of N.Z., Ltd.:

T. EDWARDS, Branch Manager.

Witness to the above signature—P. Potter.

The Otago & Southland Shipping Foremen's and Assistant Foremen's
Industrial Union of Workers.—

J. THOMPSON, President.

J. K. CUNNINGHAM, Secretary.

Witness to the above signature—J. A. McPhail.