

(8094.) AUCKLAND SEAMEN AND FIREMEN (ON TOWAGE VESSELS).—
INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and its amendments, this 28th day of January, 1925, between the Federated Seamen's Union of New Zealand Industrial Association of Workers on its own behalf, and also on behalf of its component union registered as the Auckland Local Federated Seamen's Industrial Union of Workers (hereinafter called "the union"), of the one part, and Parker, Lamb, and Co. (Limited), and the Kauri Timber Company (Limited), all of the City of Auckland, in New Zealand, steamship-owners (hereinafter called "the employers"), of the other part, in respect of wages and conditions of employment for deck and stokehold and engine-room hands employed on vessels engaged in all classes of towage, whereby it is agreed by and between the parties hereto as follows:—

1. Wages.

The following shall be the rates of wages which shall be paid by the employers respectively to the seamen employed by them respectively, that is to say:—

	Per Calendar Month.		
	£	s.	d.
Able seamen
Ordinary seamen (eighteen years of age)
Ordinary seamen (under eighteen years)
Fireman-greaser (four-hour watches)
Fireman-greaser (six-hour watches)

2. Hours.

The hours of labour at Auckland shall not exceed six in a day, to be worked between the hours of 7 a.m. and 5 p.m. On days of arrival at Auckland any watches or times of duty at sea that day shall count as hours of labour in port.

3. Overtime.

For all labour over the hours of labour a seaman shall be entitled to overtime payment at the rate of 2s. 6d. per hour.

4. Sundays and Holidays in Port.

On Sundays and holidays in port a seaman shall, unless for overtime payment, be free from labour.

5. Holidays.

(a.) A seaman shall be entitled to the following holidays: New Year's Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day, and Seamen's Union Day, the latter to be observed on the day of the New Zealand Waterside Workers' annual picnic.

(b.) Should the ship be at sea the whole or portion of New Year's Day, the day after New Year, Christmas Day, or Boxing Day, each seaman shall be entitled to an extra day's sea-pay, or to a full day of twenty-four hours off at the Port of Auckland within one month thereafter.

6. Medical Benefits.

Where a seaman is invalided on shore in or beyond New Zealand with illness or accident contracted in the service of the ship at any time after joining the vessel, he shall be granted those benefits provided for in section 6 of the New Zealand Shipping and Seamen Amendment Act, 1911, and if invalided on shore beyond New Zealand he shall be returned to his port of shipment, and his wages shall continue till arrival in due course at such port.

7. Ship stranded or wrecked.

In the case of a ship becoming wrecked or stranded for more than twenty-four hours in the course of her voyage, and any member of the crew is kept working by the ship, he shall be paid, in addition to his ordinary wages, 2s. 6d. per hour between 7 a.m. and 5 p.m., and 4s. per hour between 5 p.m. and 7 a.m.

8. Utensils and Bedding.

The employers shall provide for the use of the seamen all necessary eating-utensils (to be of enamelware or of a similar nature thereto, but not of tin) free of cost of the seamen, and also bedding, consisting

of a mattress, pillow, and three blankets: Provided that, in the event of the failure of any seaman to return in good order any of such utensils or bedding as may have been issued to him, the employer may deduct any sum being not more than 75 per centum of the value of such utensils or bedding not returned from any moneys due to such seaman on the termination of his employment. The mattress supplied to be of flax or other fibre, and not of straw or tow.

9. *Crew's Quarters.*

The living-quarters and lavatories of the seamen shall be washed and cleaned each day between the hours of 8 a.m. and noon in the ship's working-hours. This duty shall be committed to a member of the crew within his hours of labour or for overtime payment, and he shall be allowed at least one hour for the purpose.

The living-quarters shall be thoroughly fumigated and cleaned once in six months when in port, and painted at least once in each year.

10. *Stop-work Meetings.*

If deemed necessary by the local union executive, a stop-work meeting shall be allowed once a month at the Port of Auckland, and such meeting shall be held on the same day as the stop-work meeting of the waterside workers of the port, and between the hours of 8 a.m. and 10.30 a.m.

This meeting shall not prevent the departure of a ship timed to leave within the hours fixed for the meeting.

11. *Service Holiday.*

Any man being in continuous employment in one vessel for over twelve months to be allowed a holiday of fourteen days on full pay within the following month.

If he serves in the one vessel continuously for six months or more, but not for one year, he shall be allowed leave of absence on full pay within the following six months for time proportionate to the length of his service.

When a man transfers from one ship to another at the request of the employer, such transfer shall not disentitle him to his holiday under this clause.

Where a member of the executive council of the union comes ashore from his ship to attend a meeting of the Council the time absent from the ship shall be treated as continuous service for the purpose of this clause.

The holiday shall commence at the port where the seaman first joined the ship, and shall not commence on a Sunday or statute holiday.

Where practicable, not less than forty-eight hours' notice shall be given to a seaman when he is required to go on holiday.

12. *Weekly Time off.*

Each seaman shall be entitled to be absent from his ship at Auckland for a time equivalent to four hours for each week he has been employed. This time to be given either at the beginning or end of a working-day between 7 a.m. and 5 p.m., or, if not given, 2s. 6d. hourly to be paid in lieu.

13. *Bunker Coal.*

Where a seaman is required to trim bunkers when being replenished he shall be paid not less than 6d. per hour extra money for the time employed, and if the work be performed on a Sunday he shall be paid the rates payable to waterside workers for similar work at the Port of Auckland.

14. *Preference.*

Employers shall, in the engagement or subsequent employment of seamen, give preference to those members of the Federated Seamen's Union of New Zealand who are not more than one month in arrears with their contributions to the said union; provided that any such unfinancial member shall again become eligible for employment on payment of his arrears without any fine in addition.

Should there not be a sufficient number of such members available when required, then and in such case the employers may engage or employ other men conditionally that they shall become and remain members of the said union during the currency of their employment. The entrance fee and subscription to become payable within one week of joining the ship, when it shall be paid to the delegate on board or the secretary of any branch of the union.

Members of the union presenting themselves for employment shall produce their union books to the employer prior to engagement to show that they are members not more than one month in arrears with their contributions.

Membership of the union shall be open to any man of good character.

The union undertakes that the maximum entrance fee and subscription shall not exceed 12s. and 4s. per month respectively during the currency of this agreement.

Any member or members wilfully missing their passage, wilfully misconducting themselves on board the ship, or wilfully impeding the voyage of the ship shall be liable to be dealt with in such manner as the union executive may decide, provided that such men are not otherwise punished.

15. *Retrospective.*

The wages and overtime payable under this agreement shall be made retrospective to the 1st day of January, 1925.

16. *Term.*

This agreement shall come into force on the 1st day of February, 1925, and shall remain in force to the 31st day of January, 1927, and thereafter continue in force till superseded by another agreement.

As witness whereof the said parties have executed these presents on the day and year first before written.

Signed on behalf of the Federated Seamen's Union of New Zealand Industrial Association of Workers—

CHAS. B. FITTES, General President.

W. T. YOUNG, General Secretary.

DONALD McLENNAN, Vice-President.

T. F. ANDERSON, Ex-Councillor.

For the Parker, Lamb, and Co. (Limited):

JAMES A. LAMB.

For the Kauri Timber Company (Limited):

D. L. J. CLAYTON, General Manager.

Witness to signatures of Chas. B. Fittes and W. T. Young for union—T. F. Anderson.

Witness to signatures of Donald McLennan and T. F. Anderson for union—John D. Nicolson.

Witness to signatures of employers—W. D. Stewart.

NOTE.—Section 25, subsection (4), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiry of the term of the industrial agreement, it shall continue in force until superseded by another industrial agreement or by an award of the Court of Arbitration, except where the registration of an industrial union of workers bound by such agreement has been cancelled.
