

## (38.) DUNEDIN WHARF-LABOURERS.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of an industrial dispute between the Dunedin Wharf-labourers' Industrial Union of Workers (hereinafter referred to as "the Workers' Union") and the Union Steamship Company of New Zealand (Limited), Keith Ramsay, John Hill and Co., the Shaw, Savill, and Albion Shipping Company (Limited), the Otago Harbour Board, H. Guthrie, Neill and Co. (as agents for the Huddart-Parker Company, Limited), A. H. Crawford and Co., and the New Zealand Shipping Company (Limited), (all of whom are hereinafter collectively referred to as "the employers").

The Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the Workers' Union by its representatives duly appointed, and having also heard the following employers—viz., the Union Steamship Company of New Zealand (Limited), by Mr. James Mills; the Otago Harbour Board, by Mr. Rawson; and Mr. Keith Ramsay in person—and none of the other employers appearing either in person or by representative, and having also heard the witnesses called by and on behalf of the Workers' Union, and cross-examined by the employers appearing, and the employers appearing electing not to call any witnesses, doth hereby order and award that, as between the Workers' Union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto shall be binding upon the Workers' Union and upon every member thereof, and upon the employers and upon each and every of them; and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the Workers' Union and every member thereof, and the employers and each and every of them, shall respectively do, observe, and perform every matter and thing by the said terms, conditions, and provisions on the part of the Workers' Union and the members thereof and on the part of the employers respectively required to be done, observed, and performed, and shall not do anything in contravention of the said terms, conditions, and provisions, but shall in all respects abide by and observe and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect of any such breach: Provided, however (as provided by the 3rd section of "The Industrial Conciliation and Arbitration Act Amendment Act, 1898"), that the aggregate amount of penalties payable under or in respect of this award shall not exceed £500. And this Court doth further order that this award shall take effect from the 30th day of Novem-

ber, 1899, and shall continue in force until the 29th day of November, 1901.

In witness whereof the seal of the Court of Arbitration of New Zealand hath been hereunto affixed, and the President of the said Court hath hereunto set his hand, this 30th day of November, 1899.

(L.S.)

W. B. EDWARDS, President.

THE SCHEDULE REFERRED TO BY THE FOREGOING AWARD.

1. *Wages.*—For all classes of work performed between the hours of 8 a.m. and 5 p.m. the rate of wages shall be 1s. 3d. per hour, except as hereinafter mentioned. Loading or discharging coals or coaling ships' bunkers between the hours of 8 a.m. and 5 p.m. shall be paid for at the rate of 1s. 6d. per hour: except when loading bunker-coal in bags, when coal is to be treated as other cargo; when, however, the bags are carried by men 1s. 6d. is to be the rate.

2. *Overtime.*—All work done between the hours of 5 p.m. and 8 a.m. shall be considered as overtime, and shall be paid for at the rate of 2s. per hour. Overtime-rate shall be paid for all work done on Sundays and on holidays, and during meal-hours. The dinner-hour shall be from 12 noon to 1 p.m.

3. *Holidays.*—The following shall be the recognised holidays, namely: New Year's Day, Good Friday, the birthday of the reigning Sovereign, Easter Monday, Labour Day, Christmas Day, and Boxing Day. In the event of any of these days falling on Sunday, work done on the day on which the holiday is observed shall be paid for as overtime.

4. *Regularity of Meals.*—No person shall be employed longer than five hours continuously without an interval for a meal. When night-work is to be extended after midnight, one hour for supper shall be allowed between 10 p.m. and 11 p.m.; when working all night, an interval shall be allowed for refreshments at or before 4 a.m.

5. *Payment for waiting.*—In the event of men being told off to start work at any vessel between the hours of 5 p.m. and 8 a.m., and of the work not being commenced at the time ordered, the men so told off shall, after the first hour has expired (for which no payment shall be made), be paid at the rate of half-time for the period during which they shall be waiting.

6. *Sunday Work.*—In the event of a vessel starting work at midnight on Sunday or before 8 a.m. on Monday, the men required shall be told off on Saturday, and not on the arrival of a boat on Sunday. If any uncertainty exists as to the time of starting, a notice shall be posted on the corner or at the Sailors' Rest.

7. *Employers not to discriminate against Union.*—Employers in employing labour shall not discriminate against members of the Workers' Union, and shall not, in the engagement or dismissal

of men, or in the conduct of their business, do anything for the purpose of injuring the Workers' Union, directly or indirectly.

8. When members of the Workers' Union and non-members are employed together there shall be no distinction between members and non-members, and both shall work together in harmony and shall receive equal pay for equal work.

In witness whereof the seal of the Court of Arbitration of New Zealand hath been hereunto put and affixed, and the President of the Court hath hereunto set his hand, this 30th day of November, 1899.

(L.S.)

W. B. EDWARDS, J., President.

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