

## WELLINGTON INDUSTRIAL DISTRICT.

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### (706.) NAPIER WHARF-LABOURERS AND STEVEDORES.—AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District, Napier.—In the matter of “The Industrial Conciliation and Arbitration Act, 1900,” and its amendment; and in the matter of an industrial dispute between the Napier Wharf-labourers and Stevedores’ Industrial Union of Workers (hereinafter called the “workers’ union”) and the undermentioned persons, firms, and companies (hereinafter called the “employers”): Williams and Kettle (Limited), Napier; Napier Harbour Board, Napier; White and Tonkin, Napier; North British and Hawke’s Bay Freezing Company (Limited), Napier; Hud-dart, Parker, and Co. (Limited), Napier; Tait and Mills, Napier; Union Steamship Company of New Zealand (Limited), Napier; J. and W. Pribble, Spit; Richardson and Co. (Limited), Napier; Maidens and Bennett, Napier; John Fenwick and Co., Napier; M. C. Smith, Napier.

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 union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award: That, as between the 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 and of this award shall be binding upon the union and upon every member thereof and upon the em-

ployers 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 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 this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by 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 thereof. And the Court doth further order that this award shall take effect from the 1st day of May, 1904, and shall continue in force until the 30th day of April, 1906.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the President of the Court hath hereunto set his hand, this 25th day of April, 1904.

FREDK. R. CHAPMAN, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

*Hours of Labour.*

1. For all classes of labour the ordinary working-hours to be from 8 a.m. till 5 p.m. (exclusive of meal-hour from 12 noon till 1 p.m.). All other time to be classed as overtime.

*Wages handling Cargo.*

2. The minimum wages shall, subject to the particular provisions hereinafter set forth, be as follows: Stevedore and general cargo work of all kinds at all places in the port and roadstead and at the Breakwater, 1s. 4d. per hour for ordinary time and 2s. 1d. for overtime. The employer is to supply meals at a deduction of not more than 6d. per meal when meals are required on board ship.

*Out-ports.*

3. Men engaged in Napier to work cargo at other ports to be paid from the time of leaving Napier till their return at the rate of 10s. per day (Sundays excluded). When leaving before noon to be paid for a day, and when leaving after noon to be paid for half a day, and all travelling-expenses to be paid by employer. Overtime shall be paid for at 2s. per hour.

4. The rates of wages for sailing-lighters, with any cargo except frozen meat, to be the same as at present. The rate of wages for

lightering frozen meat to be—for sailing-lighters, 10s. per trip; “Fanny,” 6s.; “Weka,” 5s. 6d.; “Trusty,” 10s.; “Ahuriri,” 5s.; 1s. extra each time “Trusty” is towed. Meals in each case to be supplied by employer without deduction.

*Frozen Meat.*

5. That the rate of wages for stevedores working frozen meat in the roadsteads of Napier, Gisborne, and Wanganui be as follows:—

				<i>Napier.</i>	
Lighters—					
“Fanny”	...	...	...	1½	hours at 2s. 6d.
“Weka”	...	...	...	1¼	“ ”
“Trusty”	...	...	...	1½	“ ”
“Ahuriri”	...	...	...	1¼	“ ”

				<i>Gisborne.</i>	
Lighters—					
“Haku”	...	...	...	2	hours at 2s. 6d.
“Inanga”	...	...	...	2	“ ”
“Patiki”	...	...	...	2	“ ”
“Titi”	...	...	...	2½	“ ”
“Templar”	...	...	...	1½	“ ”
“Tawera”	...	...	...	1½	“ ”
“Venus”	...	...	...	1¼	“ ”

*Wanganui.*

Mutton.

Beef and Pieces.

Lighter—“Thistle,” 2½ hours at 2s. 6d. 3 hours at 2s. 6d.

Part loads to be paid as full loads. All necessary meals aboard to be supplied by the employer. All travelling-expenses from the time of leaving Napier till arrival on board vessel, and *vice versa*, to be paid by the employer.

*Work in Roadstead.*

6. All men who are engaged to work anywhere within the limits of the Napier Harbour to be paid from the time of leaving the wharves and up to the time of leaving ship at the rates fixed for the class of labour they are engaged at. The minimum in all cases to be no less than two hours' pay.

*Men ordered down.*

7. Men ordered down for work and attending between the hours of 5 p.m. and 9 p.m. to receive not less than one hour's pay. Men ordered down for work and attending between the hours of 9 p.m. and 7 a.m. to receive not less than two hours' pay. Men ordered down for work and attending between the hours of 4 p.m. on Saturday and 7 a.m. on Monday, and for work on holidays, to receive not less than two hours' pay. Men ordered down for work and attending between the hours of 7 a.m. and 8 a.m. to receive not less than one hour's pay.

8. The following days to be recognised holidays: New Year's Day, Good Friday, Easter Monday, Labour Day, Sovereign's birthday, People's Show Day, Christmas Day, and Boxing Day. All work done on Christmas Day, Good Friday, and Sundays to be paid at the rate of double time. All other work done on any of the other holidays to be paid at the rate of ordinary overtime.

9. Meal-hours to be—breakfast, 7 a.m. to 8 a.m.; dinner, 12 noon to 1 p.m.; tea, 5 p.m. to 6 p.m.; supper, 1 hour between 11 p.m. and 1 a.m., according to circumstances. Men employed from midnight to 7 a.m. to receive half an hour for refreshment; for such half-hour no payment shall be made. Men shall work during meal-hours if required to do so, and shall be paid overtime rates, but they are not to be worked for more than six hours consecutively between the hours of 7 a.m. and midnight.

*Engagement of Labour.*

10. All labour to be engaged at some definite place to be determined mutually from time to time by the secretary to the union and the employer or employers concerned jointly with the Secretary to the Napier Harbour Board, provided that in the event of any exceptional circumstances arising men may be engaged elsewhere.

*Engagement for Overtime.*

11. Any men required to work overtime to be engaged during the ordinary working-hours, provided that men shall not be engaged after noon on Saturdays except in cases of emergency. When the arrival of a boat is uncertain a notice shall be posted by the employers, not later than 6 p.m. on Sundays, on a notice-board to be erected on the Harbour Board's building, confirming Saturday's arrangements or notifying alterations in connection therewith, provided that the employer has the necessary information.

12. The number of men in working-gangs below shall be left to the discretion of the employers. In the case of a gang working short-handed the men comprising the gang shall receive the pay of eight men.

*Failure to start Work.*

13. Where men are ordered down for work and one or more fails to appear or to commence work at the appointed time, the gang affected shall work short-handed until the substitute has been found.

*Duration of Duty.*

14. Men shall work during meal-hours if required to do so, and shall be paid at overtime rates.

Men engaged to start work before 6 a.m. to have breakfast from 7 a.m. to 8 a.m., except in cases of emergency, when if employed after 7 a.m. they shall be paid as if working till 8 a.m. Men engaged to start work between 6 a.m. and 7 a.m. not to work after noon without a meal-hour. Men engaged to start work between 7 a.m. and 8 a.m. are ordinarily to take their dinner-hour from noon

till 1 p.m., but, if required, shall work on till half-past 12 to finish the work they are engaged on. Men engaged to start work between 8 a.m. and noon not to work after 1 p.m. without a meal-hour. Men engaged to start work between 1 p.m. and 5 p.m. not to work after 6 p.m. without a meal-hour, except when finishing the work they are engaged on, when they may work till 7 p.m.

The men to receive a full hour for their meal when they require it.

*Employers not to discriminate against Union.*

15. Employers, in employing labour, shall not discriminate against members of the 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 union, directly or indirectly.

When members of the 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.

*Application of Award.*

16. This award shall apply only to casual labour employed from day to day, or from hour to hour, and shall not apply to weekly or permanent employees, or to men employed on maintenance-works.

This award shall apply (subject to the provisions of clauses 3 and 5 hereof) only to the wharves, port, harbour, and roadstead of Napier.

In witness whereof the seal of the said Court of Arbitration hath hereto been put and affixed, and the President of the Court hath hereunto set his hand, this 25th day of April, 1904.

FREDK. R. CHAPMAN, J., President.