

(741.) GISBORNE WHARF LABOURERS, LIGHTERMEN, AND STEVEDORES.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1900,” and its amendment; and in the matter of an industrial dispute between the Gisborne Wharf Labourers, Lightermen, and Stevedores’ Union of Workers (hereinafter called “the workers’ union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”): Union Steamship Company (Limited), Gisborne; Dalgety and Co. (Limited), Gisborne; Huddart Parker Proprietary (Limited), Gisborne; Williams and Kettle (Limited), Gisborne; Common, Shelton and Co. (Limited), Gisborne; Nelson Bros. (Limited), Gisborne; Gisborne Sheep-farmers’ Frozen Meat Company (Limited), Gisborne; Kennedy and Evans, Gisborne; New Zealand Loan and Mercantile Agency Company (Limited), Gisborne.

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, the time for making this award having been duly extended; 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 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 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 August, 1904, and shall continue in force until the 1st day of August, 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 14th day of July, 1904.

FREDK. R. CHAPMAN, J., President.

THE SCHEDULE.

Hours of Labour.

1. For all classes of labour the ordinary working hours to be from 8 a.m. to 5 p.m. (exclusive of meal-hour between 12 noon and 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: Stevedores and general cargo work of all kinds (except frozen meat) 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.

3. The rate of wages for lighters with any cargo except frozen meat to be same as above rates.

Rates for Frozen Meat.

4. The rate of wages for stevedores working frozen meat for the Gisborne Roadstead to be as below:—

Lighters.	Mutton.			Beef and Pieces.		
	Hours.	s.	d.	Hours.	s.	d.
Moa	2½	2	6	3	2	6
Huia	2	2	6	2½	2	6
Tui	2	2	6	2½	2	6
Haku	2	2	6	2½	2	6
Inanga	2	2	6	2½	2	6
Patiki	2	2	6	2½	2	6
Titi	2½	2	6	3	2	6
Tawera	1½	2	6	2	2	6
Karoro	1¾	2	6	2¼	2	6
Templar	1½	2	6	2	2	6
Venus	1¼	2	6	1¾	2	6

Any lighters of a similar capacity to the above to be paid at the same rates. In the event of men being employed taking off hatches or rigging gear on vessels in the bay one hour to be allowed per day. All necessary meals aboard to be supplied by the employer. All travelling expenses from the time of leaving Gisborne till arrival on board vessel, and *vice versa*, to be paid by the employer.

5. The rates of wages for loading, discharging, navigating, and managing lighters with frozen meat in the port and roadstead of Gisborne shall remain as at present. The employers may, however, come to an agreement with the union on this subject.

General.

6. Working in Gisborne Roadstead, time to be from time of leaving the wharf till time of leaving the vessel for shore, exclusive of meal-hours. The minimum pay for any one day to be not less than two hours' pay.

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. All waiting-time to be avoided as far as possible.

8. The following days to be recognised as 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 Good Friday, Christmas Day, and Sundays to be paid at the rate of double time. All work done on any other of the holidays to be paid for at the rate of ordinary overtime.

9. Meal-hours to be: Breakfast, between 7 and 9 a.m.; dinner, 12 noon to 1 p.m.; tea, 5 to 6 p.m.; supper, one 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 more than six hours consecutively between the hours of 7 a.m. and midnight. Mutton-barges on piecework to be excluded. When a meal-hour occurs during the process of discharging a barge such meal-hour is to be taken after the discharge of the barge.

10. All labour to be engaged at some place to be determined mutually from time to time by the secretary to the union and the employers concerned. Any men required to work overtime to be engaged when practicable during the ordinary working-hours.

When the arrival of a boat is uncertain, a notice to be posted by the employers when practicable on a notice-board at the wharf shed not later than 5 p.m. on the day previous to the expected arrival of the boat, confirming previous arrangements or notifying any alteration therewith.

11. The working-gangs below in the roadstead on vessels, excluding lighters, shall consist of not less than five men for wool; eight men for frozen meat; four men for general cargo; and four men for tallow, if the men are available.

12. The working-gang for lighters for frozen meat and general cargo to be not less than four men, excluding man in charge of lighter. Where there is less than 25 tons of general cargo the number of men shall be left to the discretion of the employer.

13. The maximum weight on a truck for one man shall be about 6 cwt.

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 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 and 7 a.m. not to work after noon without a meal-hour. Men engaged to start work between 7 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.

Duration of Award.

17. This award shall come into force on the 1st August, 1904, and shall remain in force until the 1st August, 1906, and shall thereafter continue in force until superseded by another award or by an industrial agreement.

Dated this 14th day of July, 1904.

FREDK. R. CHAPMAN, J., President.
