

(1684.) TIMARU WATERSIDE WORKERS.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1908”; and in the matter of an industrial dispute between the Timaru Waterside Workers’ Industrial Union of Workers (hereinafter called “the union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”):—

J. Jackson and Co. (Limited), Timaru.

John Mill and Co. (Limited), Timaru.

The New Zealand Flour-millers’ Co-operative Association
(Limited), Timaru.

The Shaw, Savill, and Albion Company (Limited), Timaru.

D. Stuart, Timaru.

D. C. Turnbull and Co., Timaru.

The Union Steamship Company of New Zealand (Limited),
Timaru.

THE Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the matter of the above-mentioned dispute and the agreement arrived at by the parties hereto, and in order to give effect to the application of all the parties that the terms and conditions thereof should be embodied in this award, 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 November, 1908, and shall continue in force until the 31st day of October, 1909.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 5th day of October, 1908.

W. A. SIM, Judge.

SCHEDULE.

Hours of Labour.

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

Out-ports.

2. Men engaged in Timaru to work cargo at other ports shall be paid from the time of leaving Timaru until their return at the rate of 10s. per day (excluding Sundays), with meals, fares, and sleeping-accommodation provided. If they leave before noon they shall be paid for a whole day, and if they leave after noon they shall be paid for half a day.

Rate of Wages.

3. The following shall be the minimum rates of wages per hour: 1s. 6d. per hour day-work, 2s. per hour overtime work.

Men ordered down and not employed.

4. Men ordered down to work between the hours of 5 p.m. and 9 p.m. to receive not less than one hour's pay. If ordered down between the hours of 9 p.m. and 7 a.m., to receive not less than two hours' pay. Such payments to be made at the overtime rate of wages.

Meal-hours.

5. The meal-hours to be as follows: Breakfast, 7 a.m. to 8 a.m.; dinner, 12 noon to 1 p.m.; tea, 5 p.m. to 6 p.m.; supper, one hour between 10 p.m. and 1 a.m., according to circumstances. Men employed from midnight to 7 a.m. shall be allowed, if they desire it, an interval for refreshment not exceeding half an hour, for which they shall not be entitled to be paid.

Work in Meal-hours.

6. Men shall work during meal-hours if required to do so, and shall be paid at overtime rates; but men shall not in any circumstances be required to work for more than six hours consecutively without an opportunity of having a meal; and if men shall be required to work and shall work during any meal-hour after 5 p.m. they shall be paid for all work during any such meal-hour at double ordinary-time rates, provided that when the work on which any worker is engaged will be finished before 6 p.m. such worker may agree with his employer to work at ordinary overtime rates for any work done after 6 p.m. 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.

Engagement of Labour.

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

Engagement for Overtime.

8. Any men required to work overtime to be engaged during the ordinary working-hours: Provided that men shall not be engaged after 4 p.m. 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 at the place of engagement, confirming Saturday's arrangements or notifying alterations in connection therewith; provided that the employer has the necessary information.

Minimum Pay for Men engaged.

9. Where men are ordered for a job and all are not put on to work, those men who are not put on shall be paid one hour's pay at the rate (ordinary or overtime) for the class of work for which they were to have been engaged.

Failure to start Work.

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

Number of Men in Gangs on Ship.

11. The number of men in working-gangs below shall be left to the discretion of the employers.

Coaling and Ballasting Work-baskets.

12. Carrying-baskets shall average twelve to the ton; large baskets shall average five to the ton; ballast-baskets shall average eight to the ton.

Holidays.

13. The following days shall be recognised holidays: New Year's Day, Good Friday, Easter Monday, Labour Day, King's Birthday, Anniversary Day, Christmas Day, Boxing Day. Double ordinary time to be paid for Christmas Day, Good Friday, and Sundays. All other holidays ordinary overtime. If any of these holidays shall be observed generally on any other day than that on which it falls, the provisions of this award shall apply to such other day instead of the original day.

Payment of Wages.

14. The Union Steamship Company of New Zealand (Limited) shall pay wages weekly on Fridays from 11.45 a.m. to 12.15 p.m. and from 5 p.m. to 5.30 p.m. Payments to be made for all work done up to the previous Wednesday at midnight. All other employers shall continue their present practices with regard to the payment of wages.

Meat-chambers.

15. The temperature of the meat-chambers while men are working therein is not to be lower than 7° above zero in ships fitted with the Haslam system, and 12° above zero in ships fitted with other freezing systems.

Preference.

16. If and so long as the rules of the union shall permit any person of good character to become a member of such union upon payment of an entrance fee of 2s. 6d. and of subsequent contributions, whether payable weekly or not, not exceeding 6d. per week,

upon a written or verbal application of the person desiring to join the union, without ballot or other election, then and in such case and thereafter the employers shall employ members of the union in preference to non-members, provided that there are members of the union available equally qualified with non-members to perform the particular work required to be done and ready and willing to undertake it: Provided that a man shall become eligible for employment as if already a member of the union if he shall *bona fide* give notice in writing to the secretary of the union of his desire to join the union, and shall pay or deposit with such notice the sum of 2s. 6d. Such notice may be given by delivering the same to the secretary personally, or by leaving the same at his office, or by depositing the same in a box, which it shall be the duty of the union to keep available for that purpose at the place or one of the places appointed for the engagement of labour under clause 7 hereof.

17. 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.

18. 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.

Strikes.

19. (a.) The union shall do all in its power to prevent any strikes by any of the workers affected by this award, and, if any strikes shall occur in which any members of the union shall take part, such strikes shall be *prima facie* evidence that the union has committed a breach of its duty hereunder.

(b.) The Court reserves to itself full power, in the event of any such strike as last mentioned occurring, to suspend, on the application of the employers or any of them, the operation of all or any of the provisions of this award for such period as the Court shall think proper.

Application of Award.

20. 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 to permanent employees or to men employed on maintenance-works.

Limitation of Award.

21. This award shall apply (subject to the provisions in clause 2 hereof) only to the wharves and port of Timaru.

Term of Award.

22. This award shall come into force on the 1st day of November, 1908, and thereafter shall continue in force until the 31st day of October, 1909.

In witness whereof the seal of the Court of Arbitration hath been hereunto affixed, and the Judge of the said Court hath hereto set his hand, this 5th day of October, 1908.

W. A. SIM, Judge.

MEMORANDUM.

This award embodies, without alteration, the agreement of the parties.

W. A. SIM, Judge.
