

(2438.) BLUFF WATERSIDE WORKERS.—AWARD.

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

Canterbury Steamship Company, Invercargill.

Huddart-Parker Proprietary Company (Limited), Invercargill.

Mill, John, and Co. (Limited), Bluff.

New Zealand Shipping Company (Limited), Invercargill.

Shaw, Savill, and Albion Company (Limited), Invercargill.

Union Steamship Company (Limited), Dunedin.

Waddell, G. R., Bluff.

Wing and Parsons, stevedores, Bluff.

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, 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 as from the 1st day of July, 1911, and shall continue in force until the 30th day of June, 1914.

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 22nd day of November, 1911.

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.

*Rates of Pay.*

2. The following shall be the minimum rates of pay per hour for the work hereinafter specified:—

	Day-time.		Over-time.	
	s.	d.	s.	d.
(a.) For general-cargo work	1	3	2	0
For guano or superphosphates in bulk (men in hold)	1	6	2	3
For sulphur in mats or bags (men in hold)	1	6	2	3
For shovelling coke in bulk	1	4	2	1
For shovelling ballast	1	3	2	0
(b.) For coal-work	1	6	2	6
For trimming coal in bunkers in all steamers	2	0	2	6
For carrying coal	2	0	3	0
(c.) For overhauling-work on ships, &c.	1	3	2	0
(d.) For handling frozen produce	1	3	2	0
For handling frozen produce in freezing-chambers	1	6	2	6
(e.) Casual night-watchman, 10s. per night.				

(f.) Fractions of an hour shall be paid for as follows: If a man shall work not more than fifteen minutes in any half-hour he shall not be paid for the same, but if he shall work more than fifteen minutes in such half-hour he shall be paid for half an hour.

*Men ordered down at Night and not employed.*

3. Men ordered down between the hours of 5 p.m. and 9 p.m. are 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 two hours' pay for the class of work they are engaged at: if not employed, to receive pay at the rate of 2s. per hour.

*Work on Holidays.*

4. For all work done on Sunday, Christmas Day, and Good Friday double ordinary time shall be paid; for all other holidays hereinafter named ordinary overtime shall be paid.

*Holidays.*

5. The holidays throughout the year shall be New Year's Day, Bluff Regatta Day, Good Friday, Easter Monday, King's Birthday, Labour Day, Christmas Day, and Boxing Day.

*Meal-hours.*

6. Breakfast, 7 a.m. to 8 a.m.; dinner, noon to 1 p.m.; tea, 5 p.m. to 6 p.m.; supper, 9.30 p.m. to 10 p.m. Men employed from midnight to 7 a.m. to receive half an hour for refreshment from 2 a.m. to 2.30 a.m., for which half-hour no payment shall be made (except in the case of a vessel finishing for tide, when there shall be no break).

*Working through Meal-hours.*

7. Men shall work during meal-hours if required to do so, and shall be paid therefor at overtime rates. Should men who have worked through the dinner-hour be called upon to continue work without a break for dinner, they are to be paid overtime rates for such time as they continue to work. Should men be sent to dinner before noon or to tea before 5 p.m. in order that they may turn to at noon or at 5 p.m., they shall receive for the hour between noon and 1 p.m. and for the hour between 5 p.m. and 6 p.m., as the case may be, the sum of 6d. over and above the schedule-overtime rates for the particular class of work at which they may be employed.

*Engagement of Labour.*

8. (a.) All labour shall be engaged on the wharf outside the Customhouse, Bluff, provided that in the event of any exceptional circumstances arising men may be engaged elsewhere. This clause is not to operate as regards the engagement of men at places outside of Bluff for work at the Bluff.

(b.) No man shall take the lines or go alongside any steamer or ship seeking employment unless ordered to do so by the employer or his representatives.

*Payment of Wages.*

9. The various companies employing labour shall pay wages on Fridays from 1 p.m. till 5.30 p.m.; payment to be made for work done up to the previous Wednesday midnight.

*Baskets.*

10. Carrying-baskets to average twelve and a half to the ton; large baskets five to the ton; and not less than four men shall be engaged shovelling in the hold, and not less than two men at the tip.

*Temperature of Meat-chamber.*

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

*Men knocking off Work.*

12. In the event of men knocking off or leaving their work (except from sickness or accident) without the consent of their employer or their employer's representative, or if men are engaged for an appointed hour and do not turn up, the union undertakes that such men shall be fined not less than 2s. or more than 10s.

*Union not to defeat Provisions of Award.*

13. Neither the union nor any member thereof shall do anything, either directly or indirectly, for the purpose of preventing any person from working under the conditions fixed by this award, or for the purpose of inducing any person to abstain from working under the said conditions.

*Preference.*

14. (a.) 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 not exceeding 2s. 6d. and of subsequent contributions, whether payable weekly or otherwise, not exceeding 6d. per week, upon a written 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 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 appointed for the engagement of labour under clause 8 hereof.

(b.) 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.

(c.) 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.

(d.) This preference clause shall apply only to men who are engaged at the Bluff, and not to men engaged at places outside of Bluff for work at that port.

*Application of Award.*

15. This award shall apply only to casual labour employed from day to day or hour to hour, and shall not apply to weekly or permanent employees.

*Limitation of Award.*

16. This award shall apply only to the wharf and harbour of Bluff.

*Term of Award.*

17. This award shall come into force as from the 1st day of July, 1911, and shall continue in force until the 30th day of June, 1914.

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 22nd day of November, 1911.

W. A. SIM, Judge.

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MEMORANDUM.

This award embodies, without alteration, the recommendation of the Conciliation Council, which the parties agreed to accept.

W. A. SIM, Judge.