

(6127.) AUCKLAND WATERSIDE FOREMEN AND TIMEKEEPERS.—
AWARD.

In the Court of Arbitration of New Zealand, Northern 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 Auckland Waterside Foremen and Timekeepers' (Auckland Shipowners' Stevedores Foremen) Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

- Blackball Coal Company, Ferry Buildings, Auckland.
- Colonial Sugar Company (Limited), Quay Street, Auckland.
- Huddart-Parker Proprietary Company, Customs Street, Auckland.
- Leonard and Dingley (Limited), Queen's Wharf, Auckland.
- Nearing and Co. (Limited), Queen's Wharf, Auckland.
- New Zealand Shipping Company (Limited), Quay Street, Auckland.
- Northern Steamship Company (Limited), Quay Street, Auckland.
- Northern Coal Company (Limited), Customs Street, Auckland.
- Richardson and Co. (Limited), Ferry Buildings, Auckland.
- Shaw, Savill, and Albion Company (Limited), Shortland Street, Auckland.
- Sinel, T. E., Queen's Wharf, Auckland.
- Smith, J., and Co., Ferry Buildings, Auckland.
- Union Steamship Company (Limited), Queen Street, Auckland.

Westport Coal Company (Limited), Ferry Buildings, Auckland.

Wilson's N.Z. Portland Cement Company, Queen Street, Auckland.

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 hereinafter provided, and shall continue in force until the 31st day of December, 1921, and thereafter as provided by subsection (1) (d) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

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 13th day of September, 1920.

T. W. STRINGER, Judge.

SCHEDULE.

Definitions.

1. A foreman is an employee working under the direction of a wharf-manager, wharfinger, superintendent, master stevedore, or assistant master stevedore, and whose principal duty is to engage or take charge of a gang or gangs of wharf labour employed in loading, discharging, or handling cargoes of seagoing vessels, and to carry out the instructions of the above-mentioned officials.

A timekeeper is an employee whose principal duty it is to engage labour when required, and to keep the time at the various ships or jobs on which any labour is employed in connection with the discharging or loading of seagoing vessels.

A senior foreman is an employee who, in addition to the duties of a foreman, is responsible for the engaging and arranging of the labour for starting and finishing the work of discharging, loading, and handling the cargo of a vessel or vessels, and for the supervising of that work during the whole time of discharging and loading, and who is nominated for the position by the employer.

Hours of Work.

2. Weekly hands: The ordinary hours of work, exclusive of meal-times, shall not, excepting as hereinafter provided, exceed forty-four per week. Such hours shall be worked between 8 a.m. and 5 p.m. on Monday to Friday inclusive, and between 8 a.m. and 12 noon on Saturday: Provided that, should a senior foreman be required on duty not earlier than half an hour before starting-time for the purpose of arranging the starting of a vessel or for putting on labour on the wharf, and not later than half an hour after finishing-time for the purpose of discharging labour, the extra time so worked shall not count as overtime. For the purpose of the foregoing proviso, starting and finishing times shall be deemed to be the times the wharf labourers start and finish work.

Holidays.

3. Any work done on Christmas Day, Good Friday, or Sunday shall be paid for at double ordinary overtime rates. Any work done on New Year's Day, Anniversary Day, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Boxing Day, and Union's Picnic Day (which shall be observed on Waterside Workers' Picnic Day) shall be paid for at the rate of ordinary overtime.

Wages.

4. (a.) The minimum rates of pay per week shall be as follows: Senior foreman, £5 15s.; coal foreman, £5 10s.; foreman, £5 2s. 6d.; timekeepers, £4 17s. 6d.

(b.) The minimum wages above prescribed shall be deemed to be weekly wages, and no deduction shall be made from same except for time lost through the worker's own default, accident, or sickness.

Overtime.

5. Overtime shall be paid for at the rate of 3s. 6d. per hour, including dinner-hour (12 noon to 1 p.m.).

Meal-hours.

6. Any work done between 7 a.m. and 8 a.m., 5 p.m. and 6 p.m., 10 p.m. and 11 p.m. shall be paid for at the rate of 5s. per hour. No deduction shall be made from weekly wages for time taken for meals where meal-hours have been worked.

Matters not provided for.

7. Any dispute in connection with any matter not provided for in this award shall be submitted to a committee consisting of two members nominated by the employers and two members nominated by the union, with the Conciliation Commissioner as chairman, who, in the event of there being equality of voting by the members of the committee, shall have a casting-vote. Either party dissatisfied with the decision of the committee may appeal to the Court upon giving written notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

Preference.

8. (a.) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within seven days after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

Scope of Award.

9. This award shall be limited in its operation to the Port of Auckland.

Term of Award.

10. This award so far as relates to wages shall come into force on the 1st day of April, 1920, and so far as all the other provisions of this award are concerned on the date hereof; and this award shall continue in force until the 31st day of December, 1921.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 13th day of September, 1920.

T. W. STRINGER, Judge.

MEMORANDUM.

This award embodies the recommendations of the Conciliation Council, which the parties agreed to accept.

T. W. STRINGER Judge.