

(7328.) 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

Blackball Coal Company, Ferry Buildings, Auckland ;
Colonial Sugar Company (Limited), Quay Street, Auckland ;
Craig, J. J., Queen 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 Coal Company (Limited), Customs Street, Auckland ;
 Northern Steamship Company (Limited), Quay 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 of New Zealand (Limited), Auckland
 Watkin and Wallis, Ferry Buildings, Auckland ;
 Westport Coal Company (Limited), Ferry Buildings, Auckland ;
 Wilson's New Zealand Portland Cement Company, Queen Street, Auckland ;
 (hereinafter called " the employers "), and
 The Auckland Waterside Foremen and Timekeepers' Industrial Union of Workers
 (hereinafter called " the union ").

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 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 a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 20th day of November, 1922, and shall continue in force until the 31st day of December, 1923, 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 affixed, and the Judge of the Court hath hereunto set his hand, this 6th day of November, 1922.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Definitions.

1. A "foreman" is an employee working under the direction of a wharf-manager, wharfinger, superintendent, master stevedore, assistant master stevedore, or permanent foreman, 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. 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 over-time. 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. (a.) Any work done on Christmas Day, Good Friday, Anzac Day, and Sundays shall be paid for at double ordinary rates.

(b.) Any work done on New Year's Day, Anniversary Day, Easter Monday, Sovereign's Birthday, Labour Day, Boxing Day, shall be paid for at overtime rates.

(c.) If any of these holidays shall be generally observed on any day other than that on which it falls the provisions of this award shall apply to such other day instead of the original day, provided always that one day only shall be taken for the holiday.

Wages.

4. (a.) The minimum rates of pay per week shall be as follows : Senior foreman, £5 12s. 6d. ; coal foreman, £5 7s. 6d. ; foreman, £5 ; timekeepers, £5.

(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.

(c.) The minimum hourly rates of pay shall be as follows (with a minimum of four hours) : Senior foremen, 2s. 10d. ; coal foremen, 2s. 8d. ; foremen, 2s. 6d. ; timekeepers, 2s. 6d.

Overtime.

5. Overtime shall be paid for at the rate of 3s. 9d. per hour.

Meal-hours.

6. Any work done between 7 a.m. and 8 a.m., 12 noon and 1 p.m., 5 p.m. and 6 p.m., and 10 p.m. and 11 p.m. when work is continued after 12 midnight, shall be paid for at double ordinary rates. 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.

Out-ports, Travelling to and from.

9. (a.) Men engaged to work cargo at ports other than those in which they are usually employed shall be paid, from the time of leaving until they return, at a daily rate equal to eight times the hourly rate, with meals, fares, and sleeping-accommodation provided.

(b.) If they leave for the out-port between midnight and 3 p.m. they shall be paid for a whole day, and if they leave between 3 p.m. and midnight they shall be paid for half a day. If they arrive back from the out-port between midnight and noon they shall be paid half a day, and if they arrive back between noon and midnight they shall be paid for a whole day.

(c.) This clause shall apply only to casual workers paid by the hour.

Application of Award.

10. This award shall not apply to permanent foremen who are in receipt of not less than £26 per calendar month for general-cargo work, and not less than £27 per calendar month for coal work, or to permanent timekeepers who are in receipt of not less than £26 per calendar month.

Scope of Award.

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

Variation of Rates.

12. The rates of wages fixed by this award shall not be subject to variation prior to the 1st day of May, 1923.

Term of Award.

13. This award shall come into force on the 20th day of November, 1922, and shall continue in force until the 31st day of December, 1923.

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 6th day of November, 1922.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

No recommendations were filed in this dispute. The parties, however, agreed to a number of clauses at a conference. The Court has settled the provisions relating to wages, overtime, out-ports, preference, and the application of the award.

[L.S.]

F. V. FRAZER, Judge.