

(7628.) GISBORNE PERMANENT LIGHTERMEN, DECK HANDS ON TUGS, AND FIREMEN.—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 undermentioned persons, firms, and companies (hereinafter called “the employers”):—

Nelson (N.Z.) Limited, Gisborne;

The Gisborne Sheep-farmers’ Frozen Meat and Mercantile Company (Limited), Gisborne;

and

The New Zealand Waterside Workers’ Federation Industrial Association of Workers, and

The Gisborne Waterside Workers’ 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 as hereinafter provided, and shall continue in force until the 30th day of September, 1924, 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 18th day of October, 1923.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Wages and Hours.

1. Permanent lightermen, deck hands, and firemen employed by the Gisborne Sheep-farmers' Frozen Meat and Mercantile Company (Limited) and Nelson (N.Z.) Limited shall be paid £5 per week for fifty hours. The engagement of such workers shall be a weekly one, and the weekly wage shall be paid without deduction, save for time lost through the worker's own default. Fifty hours shall constitute a week's work.

Overtime.

2. All time worked in excess of fifty hours per week shall be deemed to be overtime, and, subject to clause 3 hereof, shall be paid for at the rate of 3s. per hour.

Lightering Frozen Meat.

3. When permanent lightermen and deck hands on tugs belonging to the Gisborne Sheep-farmers' Frozen Meat and Mercantile Company (Limited) and Nelson (N.Z.), Limited, are engaged lightering frozen meat at Gisborne they shall be paid for the time so occupied (ordinary and overtime) at the rate provided for deck hands under clause 2 (c) (1) of the Waterside Workers' award, or any corresponding clause of any subsequent Waterside Workers' award.

Holidays.

4. All work done on Sundays, Christmas Day, and Good Friday shall be paid for at the rate of 6s. per hour.

Annual Holidays.

5. All workers covered by this award shall be allowed two weeks' annual holiday on full pay. The time at which the annual holiday shall be taken to be arranged mutually between the worker and the employer.

Assistance in Rough Weather.

6. In rough weather, or whenever assistance is required to moor lighters, such assistance shall be rendered by competent men if available.

Preference.

7. If and so long as the rules of the union shall permit any person of good character and sober habits to become a member of any such union on payment of an entrance fee not exceeding 5s., upon his written or verbal application to the secretary, without ballot or other election, and continue such member upon payment of subsequent contributions not exceeding 1s. per week for the first month's membership and thereafter 13s. per quarter, or £2 per annum, at the option of the member, then and in such case 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. The contribution of 13s. per quarter or £2 per annum shall not be payable until after the expiration of one month after joining the union.

Local Committee.

8. The essence of this award being that the work of the employer shall always proceed in the customary manner and shall not on any account whatsoever be impeded, it is provided that if any dispute or difference shall arise between the parties bound by this award or any of them, whether as to its construction or meaning or as to any other matter whatever arising out of or connected therewith, every such dispute or difference as the same shall arise shall be referred to a committee to be composed of three representatives of the union at the port concerned and three representatives of the employers for their decision. The decision of the majority of the committee shall be binding, and if no decision is arrived at then the matter shall be referred to the New Zealand Waterside Workers' Federation and a committee of three employers, and if they are unable to arrive at a decision either party may appeal to the Court upon giving written notice of such appeal to the other party within fourteen days after the matter in dispute has been so referred to the New Zealand Waterside Workers' Federation and the aforesaid committee of employers.

Application of Award.

9. This award shall apply only to permanent lightermen, deck hands on tugs, and firemen employed by the Gisborne Sheep-farmers' Frozen Meat and Mercantile Company (Limited) and Nelson (N.Z.), Limited, at the Port of Gisborne, and shall not apply to casual labour employed from day to day or from hour to hour as lightermen or firemen.

Term of Award.

10. This award in so far as it relates to wages shall be deemed to have come into force on the 1st day of October, 1923, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 30th day of September, 1924.

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 18th day of October, 1923.

[L.S.]

F. V. FRASER, Judge.

MEMORANDUM.

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

[L.S.]

F. V. FRAZER, Judge.