

(10773.) ONEHUNGA, NEW PLYMOUTH, PATEA, WANGANUI, NAPIER, WELLINGTON, NELSON, GREYMOUTH, AND LYTTTELTON DOCK LABOURERS.—AWARD.

[Filed in the Office of the Clerk of Awards, Wellington.]

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Nelson, Westland, and Canterbury Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between—

- The New Zealand Waterside Workers' Federation Industrial Association of Workers, 80 Manners Street, Wellington
- The Greymouth Waterside Workers' Industrial Union of Workers, Richmond Quay, Greymouth
- The Lyttelton Waterside Workers' Industrial Union of Workers, Coronation Hall, Lyttelton
- The Napier Waterside Workers' Industrial Union of Workers, P.O. Box 7, Port Ahuriri
- The Nelson Waterside Workers' Industrial Union of Workers, Nelson
- The New Plymouth Waterside Workers' Industrial Union of Workers, New Plymouth
- The Patea Waterside Workers' Industrial Union of Workers, Patea
- The Wanganui Waterside Workers' Industrial Union of Workers, Town Wharf, Wanganui
- The Wellington Waterside Workers' Industrial Union of Workers, Harbour Board Shed 15, Wellington
- The Onehunga Waterside Workers' Industrial Union of Workers, Onehunga

(hereinafter called "the union" and the undermentioned unions, persons, firms, and companies (hereinafter called "the employers")):—

- The New Zealand Waterside Employers' Association Industrial Association of Employers, Wellington

INDUSTRIAL UNIONS OF EMPLOYERS.

- The Greymouth Waterside Employers' Union Industrial Union of Employers, Union Steamship Co., Ltd., Greymouth
 The Lyttelton Waterside Employers' Union Industrial Union of Employers, Lyttelton
 The Nelson Waterside Employers' Union Industrial Union of Employers, Wakefield Quay, Port Nelson
 The New Plymouth Waterside Employers' Union Industrial Union of Employers, Collett and Co., Ltd., New Plymouth
 The Wanganui Waterside Employers' Union Industrial Union of Employers, 16 Wicksteed Place, Wanganui
 The Wellington Waterside Employers' Union Industrial Union of Employers, P.O. Box 10, Wellington

NORTHERN INDUSTRIAL DISTRICT.

- Frankham, A. G., Ltd., Onehunga
 Northern Steamship Co., Ltd., Onehunga

TARANAKI INDUSTRIAL DISTRICT.

- New Plymouth Harbour Board, New Plymouth
 Nixon and Anderson, Gover Street, New Plymouth
 South Taranaki Shipping Co., Patea

WELLINGTON INDUSTRIAL DISTRICT.

- Cable, William, and Co., Kaiwarra
 Holm and Co., Wanganui
 Mokau Colliery Co., Wanganui
 New Zealand Refrigerating Co., Imlay, Wanganui
 Northey, John, Shipwright, Meanee Quay, Westshore, Napier
 Richardson and Co., Ltd., Napier
 South Taranaki Shipping Co., Wanganui
 Union Steamship Co., Ltd., Wellington
 Wanganui Harbour Board, Wanganui
 Wellington Patent Slip Co., Evans Bay, Wellington

NELSON INDUSTRIAL DISTRICT.

- Anchor Shipping and Foundry Co., Ltd., Nelson

WESTLAND INDUSTRIAL DISTRICT.

- Greymouth Harbour Board, Greymouth
 Westland Shipping Co., Greymouth

CANTERBURY INDUSTRIAL DISTRICT.

- Andersons Ltd., Lyttelton
 Canterbury Steam Shipping Co., Ltd., Christchurch
 Grubb, J., Lyttelton
 Miller, J., Ltd., Lyttelton
 Lyttelton Harbour Board, Lyttelton
 Sinclair, Melbourne, and Co., Ltd., Lyttelton
 Smith, H., Ltd., Lyttelton
 Union Steamship Co., Ltd., Lyttelton
 Whiteford, G., and Co., Lyttelton

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, 1936, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925. -

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 2nd day of April, 1935.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. The ordinary daily hours of work shall be eight, to be worked between 7.30 a.m. and 5 p.m. Mondays to Fridays (both inclusive), and on Saturdays four hours between 7.30 a.m. and 12 noon. All other time shall be classed as overtime.

Holidays.

2. (a) For all hours worked on Sundays, Christmas Day, New Year's Day, Good Friday, and Labour Day double time shall be paid.

(b) For all hours worked on Anniversary Day (except at Lyttelton), picnic day, Easter Monday, King's Birthday, and Boxing Day time and a half shall be paid. At Lyttelton 2nd January shall be a holiday in lieu of Anniversary Day.

Overtime.

3. (a) Overtime shall be worked as required by the employer. For all work done in excess of the hours mentioned in clause 1 hereof payment shall be made at the rate of time and a half.

(b) Any worker required to commence work after the cessation of public wheeled traffic or before the ordinary time of starting of such traffic, and any worker who may work continuously until after the cessation of public wheeled traffic and cease work before the ordinary time of starting of such traffic, shall be paid for time occupied in travelling from or to his home, computed on three miles per hour, at ordinary rates of pay, except that, if a conveyance is provided for the worker by his employer, he shall not be entitled to payment for this travelling time.

For the purpose of this clause "public wheeled traffic" shall mean trams, buses, trains, or ferries ordinarily used by workers travelling to and from their work.

(c) No worker shall be required to work more than five hours continuously without a meal, except in cases of emergency, such as delays in docking or undocking, slipping or unslipping vessels, in which case the time shall be extended to six hours, and time and a half rates shall be paid for the sixth hour. Subject to the foregoing, the ordinary meal-hours shall be: Breakfast, 7 a.m. to 8 a.m.; dinner, 12 (noon) to 1 p.m.; tea, 5 p.m. to 6 p.m.

(d) Any worker having worked all day and night and being required to continue working on into the next day shall be paid time and a half rates for all such time worked after 8 a.m. on the second day.

(e) Any worker having worked all day and having continued to work until after midnight shall be given eight hours off or be paid time and a half rates for all time worked on the second day.

(f) A worker brought back from his home at night shall be guaranteed a minimum of two hours' at time and a half.

(g) *Meal-money.*—The employer shall allow meal-money at the rate of 1s. 3d. per meal when workers are called upon to work overtime after 6 p.m. Mondays to Fridays inclusive, or after 1 p.m. on Saturdays, provided that such workers cannot reasonably get home to their meals.

(h) Supper and crib time when working overtime shall be paid for.

Classes of Work.

4. The work covered by this award shall be: Overhauling work on vessels, such as chipping, cleaning, scrubbing, painting, and tarring the outside of hulls (other than the top sides of passenger-vessels), cleaning, chipping, or working in all tanks, peaks, bilges, chain-lockers, and in and under the boilers; chipping and cleaning oil-fuel tanks; rigging, and such other work as may be required by the employer.

Wages.

5. (a) The rate of wages to be paid to workers covered by this award shall be 2s. per hour ordinary time.

(b) All wages shall be paid weekly and on Friday. In the event of a holiday falling on a Friday, wages shall be paid on Thursday.

Travelling-time.

6. (a) Except at Wellington, men engaged for work coming within the scope of this award shall be paid for the time of travelling at the rate of 2s. per hour, but if the travelling is performed outside of the ordinary working-hours payment shall be made at the ordinary overtime rate.

This provision shall not apply in ports at which it has hitherto been customary for the men to proceed to and/or from the job without payment of travelling time.

(b) If men employed at the Wellington Patent Slip are sent to work at a job at any of the wharves in Wellington, or at the Jubilee Dock, or the repair wharf adjacent to such dock, or at Miramar, they shall, on the first day of their employment, travel to such job in the employers' time, but on subsequent days they shall proceed to the job in their own time, but if such job is at the Jubilee Dock, or the repair wharf adjacent to such dock, or at Miramar the provisions of paragraph (c) hereof shall apply.

(c) Workers required to work at the Jubilee Dock, or at the repair wharf adjacent to such dock, or at Miramar, Wellington, on the second or subsequent days of their employment shall be paid 9d. each way to cover travelling time and fares, or in lieu thereof the employer may provide a free conveyance.

Dirty Work.

7. While workers are employed cleaning or working in tanks, peaks, bilges, chain-lockers, in and under the boilers, and cleaning and chipping oil-fuel tanks they shall be paid 1s. 3d. per day as dirt-money for any portion of the day worked.

Engagement of Labour.

8. The employer may employ any person, whether actually in his service or not, to engage labour on his behalf. Such

labour shall be engaged at the usual place of engagement for waterside workers who follow repair work at the port concerned.

At Wellington the hours of engagement shall be 7.30 a.m. to 10.30 a.m.

At other ports the hours of engagement shall be those specified for the engagement of labour under the current Waterside Workers Award.

Such workers may be engaged during these hours to start work at any time during the ordinary or overtime hours on the same day or for the next working-day up to 8 a.m., as may be stated by the person engaging labour.

Workers so engaged shall not be entitled to travelling time or fares to and/or from the job, except as provided in clause 6 hereof, and their wages shall not commence until the time they were ordered to start work and attend on the job for which they were engaged, or at the time at which they actually start work if earlier than the time for which they were ordered.

Labour required after the above-mentioned hours of engagement shall be immediately supplied by the union at the port concerned on the request of the employer, failing which the employer may forthwith engage other labour at any place at which it is obtainable.

Transfer.

9. Labour engaged under this award may be transferred at any time (ordinary or overtime) from job to job or ship to ship, as may be required by the employer.

Time-keeping.

10. All workers employed under this award shall, if and when required by the employer, sign on and off at the employer's time-office, and also assist in making out their own time-sheets.

Preference.

11. (a) The employers shall employ members of the respective unions in preference to non-members, provided (i) that there are competent 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; (ii) that at no time shall the number of ship repair, slip and dock workers, members of the union be less or more than 5 per cent. than the normal labour-requirements for this class of work at the port concerned, as determined under subclause (b) hereof; and (iii) that the rules of the respective unions shall provide that, subject to the consent of the executive, any person over twenty years of age of good character and sober habits, who intends to seek employment at ship repair, slip and dock work, shall become a member of any such union upon payment of an

entrance fee not exceeding 5s., upon his written application to the executive, and after admission may continue such member upon payment, in advance, of subsequent contributions not exceeding 1s. per week for the first month's membership, and thereafter 13s. per quarter or £2 per annum, and that the executive in dealing with any such application shall have regard to the following matters, viz.—general suitability for ship repair, slip and dock work, physical fitness, and previous experience. The executive may also consider priority of application.

(b) The National Disputes Committee shall have power to determine at any time and from time to time what shall be regarded as the normal labour-requirements for ship repair, slip and dock work at any port or ports covered by this award, and the union concerned shall accept any decision of the National Disputes Committee or any variation or amendments to such decision: Provided that should the National Disputes Committee be unable to arrive at a decision, the matter shall be referred to the Court of Arbitration.

(c) When a tradesman is working on a job his assistant may be employed at any work connected with that particular job in way of repairs, notwithstanding that such work is covered by this award.

(d) Nothing contained herein shall operate to prevent the employment of members of a ship's crew (while on articles), or of the donkey-man and/or boatswain of the ship, even if off the ship's articles, on any of the work covered by this award.

(e) When members of the union and non-members are employed together there shall be no distinction between them, and both shall work together in harmony and under the same conditions, and shall receive equal pay for equal work. In all cases any non-union man employed may be permitted to continue working until work ceases for the day, and if the job has not been completed he shall be replaced on the following working morning with union labour if competent men are available.

Stop-work Meetings.

12. Men employed under the terms of this award shall not absent themselves from work for the purpose of attending any stop-work meeting unless their attendance has been previously authorized by the Local Disputes Committee at the port concerned.

Local Disputes Committee and National Disputes Committee.

13. The essence of this award being that the work of the employers shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award or any of them, as to any 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 National Disputes Committee at Wellington, consisting of four representatives of the New Zealand Waterside Workers' Federation and four representatives of the employers. The decision of the National Disputes Committee shall be binding, and if no decision is arrived at either party may appeal to the Court of Arbitration upon giving written notice of such appeal to the other party within fourteen days after the failure of the National Disputes Committee to arrive at a decision, or the National Disputes Committee may itself refer the matter to the Court of Arbitration for decision.

Retrospective Pay.

14. The rate of pay fixed by clause 5 hereof shall be retrospective to and including the 31st day of January, 1935.

Scope of Award.

15. This award shall apply to the following ports: Onehunga, Greymouth, Lyttelton, Napier, Nelson, New Plymouth, Patea, Wanganui, and Wellington.

Term of Award.

16. This award, in so far as it relates to wages, shall be deemed to have come into force on the 31st day of January, 1935, 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, 1936.

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 2nd day of April, 1935.

[L.S.]

— F. V. FRAZER, Judge.

MEMORANDUM.

This award embodies the recommendations of the Conciliation Council, which the parties agreed to accept. An application was made to the Court to strike out the name of William Cable and Co. from the list of parties, but after careful consideration the Court was unable to distinguish between the position of that firm and that of other firms undertaking similar work.

F. V. FRAZER, Judge.