

AUCKLAND ASSISTANT STEVEDORES, 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, 1925; and in the matter of an industrial dispute between the Auckland Assistant Stevedores, Foremen, and Timekeepers' (in connection with Waterside Work) Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

- Auckland Stevedoring Co., Ltd., Queen's Wharf, Auckland, C. 1.
- Blue Star Line (N.Z.), Ltd., Fort Street, Auckland, C. 1.
- Farmers' Co-op. Auctioneering Co., Ltd., Commerce Street, Auckland, C. 1.
- Frankham, A. G., Limited, Queen Street, Auckland, C. 1.
- Huddart Parker (Pty.), Ltd., Quay Street, Auckland, C. 1.
- Leonard and Dingley, Ltd., Endean's Buildings, Queen Street, Auckland, C. 1.
- New Zealand Shipping Co., Ltd., Quay Street, Auckland, C. 1.
- Northern Steamship Co., Ltd., Quay Street, Auckland, C. 1.
- Richardson Line of Steamships, Ltd., Quay Street, Auckland, C. 1.
- Shaw, Savill, and Albion Co., Ltd., Endean's Buildings, Auckland, C. 1.
- Union Steam Ship Co. of N.Z., Ltd., Quay Street, Auckland, C. 1.
- Watkin and Wallis, Ltd., Quay Street, Auckland, C. 1.

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 31st day of December, 1937, and shall continue in force until the 31st day of December, 1938, 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 23rd day of December, 1937.

[L.S.]

P. J. O'REGAN, Judge.

SCHEDULE.

Definitions.

1. (a) "Assistant stevedore" shall mean an employee working immediately under a marine superintendent, manager, master stevedore, or wharfinger, and whose principal duty is to supervise generally the loading, discharging, and handling of cargoes and to perform other duties in connection therewith.

(b) "Senior foreman" shall mean an employee who, in addition to the ordinary duties of a foreman as hereinafter defined, may discharge the duties of an assistant stevedore, and (if required) engage labour.

(c) "Foreman" shall mean an employee working under the direction of a superior, whose principal duties include the taking charge of any gang (or gangs) of the men employed in loading, discharging, or handling cargo, and who may be required to work in the gear shed.

(d) "Timekeeper" shall mean an employee whose principal duty is to engage labour, when required so to do, and to keep the time at any ship or job in connection with the loading, discharging, or handling of cargo.

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. from Monday to Friday, both days 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. (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, and Boxing Day shall be paid for at time and a half 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.

(d) If a worker is required to work on any of the days mentioned in this clause, he shall be paid a minimum of four hours' pay.

Annual Leave.

4. After twelve months' continuous service, one holiday of two weeks' duration on full pay shall be allowed to permanent employees at a time to be mutually agreed upon.

Meal-hours.

5. (a) Any work done by casual foremen 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.

(b) If permanent foremen are required to work during a meal-hour, they shall be allowed equivalent time off.

Wages.

6. (a) The following shall be the minimum rates of wages (exclusive of overtime) to be paid to the respective classes of workers:—

		Per Week.		
		£	s.	d.
Assistant stevedore	7	5	0
Senior foreman	6	17	6
Foreman	6	10	0
Timekeeper	6	6	0

(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) Sixpence per hour extra shall be paid for all work done in freezing-chambers.

Overtime.

7. Except as otherwise provided, all work done outside or in excess of the hours prescribed in clause 2 hereof shall be paid for at the rate of 3s. 9d. per hour.

Matters not provided for.

8. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the president or secretary of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the local Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Conciliation Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within fourteen days after such decision shall have been communicated to the party desiring to appeal.

Exemptions.

9. (a) The Colonial Sugar Refining Co., Ltd., shall be exempt from the provisions of this award if and so long as it shall continue the scale of wages at present obtaining.

(b) Nothing in this award shall be applicable to a master stevedore or to any employee whose annual remuneration is £500 or over.

Out-ports.

10. When foreman stevedores are instructed to proceed to any out-ports, they shall be paid 10s. per day, in addition to the weekly wages prescribed in clause 6, for each day they are away from Auckland; further, they shall be provided with meals, first-class fares, and sleeping-accommodation.

Workers to be Members of Union.

11. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award:

Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Application of Award.

12. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is when this award comes into force or at any time whilst this award is in force connected with or engaged in the industry to which this award applies within that part of the industrial district to which this award relates.

Scope of Award.

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

Term of Award.

14. This award shall come into force on the 31st day of December, 1937, and shall continue in force until the 31st day of December, 1938.

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 23rd day of December, 1937.

[L.S.]

P. J. O'REGAN, Judge.

MEMORANDUM.

The principal matters in dispute were classification, wages, and overtime, and these the Court has settled.

For the workers, witnesses, whose evidence was not seriously challenged, deposed that they would prefer lower wages with overtime, and the majority of the Court felt bound to act on the weight of evidence. Mr. Prime is not in agreement with the majority of the Court, and his dissenting opinion follows.

P. J. O'REGAN, Judge.

DISSENTING OPINION OF MR. PRIME.

I disagree with the definitions adopted and the rates of wages fixed. The result of the decision will be to bring under the award men who are responsible for the carrying-out of the work and who will largely control the amount of overtime worked both by themselves and the workers under their control. Such a state of affairs cannot be other than unsatisfactory.
