

AUCKLAND ASSISTANT STEVEDORES, FOREMEN, AND TIME-KEEPERS.—EXTENDING SCOPE OF AWARD AND ADDING PARTIES.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of the Auckland Assistant Stevedores, Foremen, and Timekeepers' award, dated the 23rd day of December, 1937, and recorded in Book of Awards, Vol. XXXVII, p. 3023.

Wednesday, the 26th day of October, 1938.

UPON reading the application to extend the scope of the Auckland Assistant Stevedores, Foremen, and Timekeepers' award, dated the 23rd day of December, 1937, and recorded in Book of Awards, Vol. XXXVII, p. 3023, and to add parties thereto, which application was made by the union of workers, a party to the said award, and was filed herein on the 19th day of May, 1938, and upon hearing the duly appointed representatives of the said union, and such of the persons, firms, and companies hereinafter named as appeared either in person or by their representatives duly appointed, the duly appointed Delegate of the Court, in pursuance and exercise of the powers conferred upon the Court by section 92 (1) (b) of the Industrial Conciliation and Arbitration Act, 1925, doth hereby order as follows:—

1. That the scope of the said award be and it is hereby extended so as to include the Port of Gisborne.

2. That the undermentioned persons, firms, and companies be and they are hereby added as parties to the said award, subject to the special conditions contained in the schedule hereto:—

Blue Star Line, Childers Road, Gisborne.

Cato, C. H., Lowe Street, Gisborne.

Clare and Clare, Ltd., Childers Road, Gisborne.

Common, Shelton, and Co., Ltd., Custom House Street, Gisborne.

Dalgety and Co., Ltd., Keads Quay, Gisborne.

Gisborne Lightering Stevedoring Co., Ltd., Childers Road, Gisborne.

Gisborne Refrigerating Co., Ltd., Kaiti, Gisborne.

Gisborne Sheep Farmers' F. M. Co., Ltd., Custom House Street, Gisborne.

Murray, Roberts, and Co., Ltd., Custom House Street, Gisborne.

Nelsons (New Zealand), Ltd., Childers Road, Gisborne.

New Zealand Loan and Mercantile Agency Co., Ltd., Gladstone Road, Gisborne.

New Zealand Shipping Co., Ltd., Childers Road, Gisborne.

Union Steam Ship Co. of New Zealand, Ltd., Childers Road, Gisborne.

Williams and Kettle, Ltd., Custom House Street, Gisborne.

3. That this order, in so far as it relates to wages, shall be deemed to have come into force on the 3rd day of May, 1938, and so far as all the other conditions are concerned it shall come into force on the day of the date hereof.

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 store.

(d) At the Port of Gisborne employees coming under subclauses (a), (b), and (c) of clause 1 shall continue to perform the duties which have been customarily carried out by them in the past.

Hours of Work.

2. The ordinary hours of work, exclusive of meal-times, shall not, except 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 and arranging the following day's work, 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, People's Show Day, Easter Monday, the Sovereign's Birthday, Labour Day, and Boxing Day shall be paid for at time and a half rates.

(c) If any of these holidays 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. to 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 the 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

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

Outports.

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

[L.S.]

J. A. GILMOUR, Stipendiary Magistrate,
Acting as a duly appointed Delegate
of the Court of Arbitration.

MEMORANDUM.

Wages have been made payable retrospectively in accordance with the agreement of the parties.

J. A. GILMOUR, Stipendiary Magistrate,
Acting as a duly appointed Delegate
of the Court of Arbitration.