

AUCKLAND CARRIERS' WHARF FOREMEN AND ASSISTANT
FOREMEN.—AWARD.

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 an industrial dispute between the Auckland Receiving and Forwarding Wharf Foremen's and Assistant Foremen's Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Anderson, W. E., Queen's Wharf, Auckland, C. 1.

Carr and Haslam, 38 Ferry Buildings, Auckland, C. 1.

Craig, E. and H., Ltd., Oliphant Chambers, High Street, Auckland, C. 1.

Craig, J. J., Ltd., 100 Queen Street, Auckland, C. 1.

Dale, G., and Son, King's Chambers, Commerce Street, Auckland, C. 1.

Lovett, W., Ltd., 71 Ponsonby Road, Auckland, C. 2.

Motor Carriers' Association, King's Wharf, Auckland, C. 1.

New Zealand Express Co. (Auckland), Fort Street, Auckland, C. 1.

O'Loughlen, J., Wright's Buildings, Fort Street, Auckland, C. 1.

Winstone Ltd., 69 Queen Street, Auckland, C. 1.

Wright, A. B., Ltd., Commerce 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 28th day of August, 1939, and shall continue in force until the 28th day of August, 1940, 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 duly appointed delegate of the Court hath hereunto set his hand, this 22nd day of August, 1939.

[L.S.] J. A. GILMOUR, Stipendiary Magistrate,
Acting as a duly appointed delegate
of the Court of Arbitration.

SCHEDULE.

Classification.

1. (a) The classes of workers covered by this award shall be wharf foremen and assistant wharf foremen. Where only one worker is employed, he shall be classified as a wharf

foreman. Where more than one worker is employed, one worker shall be classified as a wharf foreman and the others as assistant wharf foremen.

(b) The duties of wharf foremen and assistant wharf foremen shall consist in locating, indicating, loading, and generally overseeing the despatch of goods ex wharf.

Hours of Work.

2. (a) A week's work shall consist of forty-four hours, to be worked between the hours of 8 a.m. and 5 p.m. on five days of the week from Monday to Friday inclusive and between 8 a.m. and 12 noon on Saturday.

(b) One hour shall be allowed for meals each day between 12 noon and 1 p.m. No worker shall be employed for more than five hours continuously without an interval for a meal.

Wages.

3. (a) The minimum wages shall be as follows:—

	Per week.		
	£	s.	d.
Wharf foremen	6	5	0
Assistant wharf foremen..	5	15	0

(b) This award shall not operate so as to reduce the wage of any worker during his present employment.

Overtime.

4. All time worked outside of or in excess of the hours prescribed in clause 2 hereof shall be deemed to be overtime, and shall be paid for at the rate of time and a half for the first four hours in any one day and double time thereafter.

Dirt-money.

5. Any worker employed in loading or unloading by hand cement, lime, basic slag, plaster, cphos, basic phosphate, or guana on any one day shall be paid at the rate of 6d. per hour in addition to his ordinary wages whilst so employed.

Payment of Wages.

6. Wages shall be paid weekly and in cash not later than Thursday, and in the employer's time, except in the case of casual workers, who shall be paid immediately after discharge on application.

Holidays.

7. The following shall be the recognized holidays: New Year's Day, 2nd January, Good Friday, Easter Monday, Labour Day, Christmas Day, Boxing Day, Anniversary Day, the birthday of the reigning Sovereign, and a picnic-day to be observed on the day observed as picnic-day under the Dominion Motor and Horse Drivers' award. Any work done on any of the above holidays, or on Sundays or Anzac Day, shall be paid for at double time rates, with a minimum payment of four hours.

Annual Holidays.

8. (a) One holiday of two weeks on full pay shall be granted to each worker under this award on completion of each year of service, and at a time to be mutually arranged between the employer and worker. Such holiday shall be exclusive of the holidays specified in clause 7 of this award.

(b) A worker who has completed three months' service leaving the service of an employer shall be granted pay in lieu of the holidays mentioned in the preceding subclause in proportion to his length of service.

(c) Subclause (b) hereof shall not apply in the case of any worker dismissed for serious misconduct.

Termination of Employment.

9. One week's notice shall be given by either party of the termination of the engagement; but nothing in this clause shall prevent an employer from summarily dismissing any worker for misconduct.

Right of Access.

10. The secretary or other authorized representative of the union shall be permitted to interview workers during working-hours by previous arrangement with the employer in order that such interview may not interfere unreasonably with the operations of the employer concerned.

Disputes.

11. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded but 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 whatsoever arising out of or connected therewith and not dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two

representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

Workers to be Members of Union.

12. (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.

13. 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 portion of the industrial district to which this award relates.

Scope of Award.

14. This award shall operate throughout a radius of fifteen miles from the Chief Post-office at Auckland.

Term of Award.

15. This award shall come into force on the 28th day of August, 1939, and shall continue in force until the 28th day of August, 1940.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the duly appointed delegate of the Court hath hereunto set his hand, this 22nd day of August, 1939.

[L.S.] J. A. GILMOUR, Stipendiary Magistrate,
Acting as a duly appointed delegate
of the Court of Arbitration.

 MEMORANDUM.

The matters in dispute related to classification, hours of work, wages, and term of award. These have been settled.

It became evident at the hearing that some difficulty had been experienced by the parties in interpreting clause 1 of the expired award dealing with classification, and much argument was advanced by both sides as to its meaning.

After carefully considering the argument and evidence tendered, I have come to the conclusion that some amendment of this clause is desirable in order to clarify the position. The rules of the union provide for the admission to membership of wharf foremen and assistant wharf foremen only. It is clear, therefore, that the award may legislate only for those workers, and the clause has been altered accordingly to provide that where one worker is employed he is to be classified as a wharf foreman, and that where two or more workers are employed one is to be classified as a wharf foreman and the others as assistant wharf foremen. A consequential amendment has also been made to the wages clause to provide for the workers specified in the classification clause. These alterations, it is thought, will resolve some of the difficulties to which attention was called by the union.

Although it was shown that there had been some diminution in the amount of Saturday morning work since the promulgation of the last award, due, it was said, to the effect of the import restrictions, I am not satisfied from the evidence that it would be practicable to reduce the weekly hours of work. Clause 2 of the expired award has accordingly been re-enacted, for the reasons stated in Mr. Justice Hunter's memorandum to that award.

J. A. GILMOUR, Stipendiary Magistrate.