

## AUCKLAND CARRIERS' WHARF 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 person, association, and companies (hereinafter called "the employers") :—

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

Carr and Haslam, Ltd., 38 Ferry Buildings, Quay Street, Auckland.

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

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

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

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

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

New Zealand Express Co. (Auckland), Ltd., Fort Street, Auckland.

O'Loughlen, J. B., and Co., Ltd., Wright's Buildings, Fort Street, Auckland.

Winstone Ltd., 69 Queen Street, Auckland.

Wright, A. B., Ltd., Commerce Street, Auckland.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939, 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 14th day of April, 1948, 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 14th day of April, 1947.

[L.S.]

A. TYNDALL, Judge.

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#### SCHEDULE

##### *Classification*

1. (a) Workers under this award shall be classed as wharf foremen.

(b) Where only one worker is employed by any one firm to supervise the cartage of goods to or from the wharf, he shall be classed as a wharf foreman.

(c) The duties of a wharf foreman shall be to locate, load, direct, and generally supervise the despatch of goods to or from the wharf, and, when required, to issue carters' tickets and keep a delivery-book.

##### *Hours of Work*

2. (a) The ordinary hours of work shall be from 8 a.m. to 5 p.m. Monday to Friday inclusive, excepting the hour from 12 noon to 1 p.m. each day, which shall be the ordinary meal-hour.

(b) No worker shall be employed for more than five hours consecutively without being given a reasonable interval for a meal.

*Wages*

3. (a) The minimum wages for workers under the award shall be £7 2s. 10d. per week.

(b) No deduction shall be made from the above weekly wages, except through the worker's own default, sickness, or accident.

(c) Wages shall be paid weekly in the employer's time.

*Overtime*

4. (a) Any work done outside the hours prescribed in clause 2, subclause (a), shall be overtime and shall be paid for at the rate of time and a half for the first four hours on any one day and double time thereafter.

(b) A minimum period of two overtime hours shall be paid for all work done after 5 p.m. Monday to Friday or on Saturday morning.

(c) Employers shall provide a meal or allow meal-money at the rate of 2s. per meal when workers are required to work after 1 p.m. on the day of their half-holiday or after 6 p.m. on any other working-day of the week, provided that such workers cannot reasonably get home for their meals.

(d) The allowances for meals provided for in the preceding subclause shall not be subject to the two general orders of the Court made under the Rates of Wages Emergency Regulations 1940.

*Dirt-money*

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

(b) Workers engaged in working the above goods shall be provided with overalls.

*Holidays*

6. (a) 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.

(b) 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 eight hours.

### *Annual Holidays*

7. Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act, 1944.

### *Increase in Rates of Remuneration*

8. Except where otherwise provided, all rates of remuneration, including time and piece wages and overtime and any other special payments provided for in this award, shall be increased to the extent and in the manner prescribed by the two general orders of the Court made under the Rates of Wages Emergency Regulations 1940, and dated the 9th August, 1940, and the 31st March, 1942, respectively.

EXPLANATORY NOTE.—(1) The general order of the 9th August, 1940, increased *rates of remuneration* determined by awards and industrial agreements and apprenticeship orders by an amount equal to 5 per cent. thereof.

(2) (a) The general order of the 31st March, 1942, further increased *rates of remuneration* determined by awards and industrial agreements and apprenticeship orders (inclusive of the 5 per cent. increase provided by the general order of the 9th August, 1940) by an amount equal to 5 per cent. thereof, but excluded from the increase such portion of the *remuneration* of each worker as exceeded—

- (i) The amount of £5 a week in the case of male workers twenty-one years of age and over;
- (ii) The amount of £2 10s. a week in the case of female workers twenty-one years of age and over;
- (iii) The amount of £1 10s. a week in the case of male and female workers under twenty-one years of age; and
- (iv) The amount of £1 10s. a week in the case of apprentices under apprenticeship orders.

(b) The increase in *rates of remuneration* referred to in (a) hereof applied to the unexcluded portion of the *remuneration* of each worker, irrespective of his or her total weekly *remuneration*.

(3) The term "*rates of remuneration*" includes time and piece wages and overtime and any other special payments. The term "*remuneration*" means actual earnings, including time and piece wages and overtime and any other special payments.

### *Termination of Employment*

9. One week's notice shall be given by either party of the termination of the engagement.

### *Wet Weather*

10. (a) During wet weather a foreman, in consultation with the wharf superintendent, shall decide when outside work is to stop.

(b) If it is decided to work in the rain, the employer shall provide waterproof clothing.

*Right of Access*

11. 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*

12. 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*

13. (a) Subject to the provisions of subsection (5) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, 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.

(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.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so

to do by his employer or any officer or representative of the union, commits a breach of this award, and shall be liable accordingly.

(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*

14. 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*

15. This award shall operate throughout a radius of fifteen miles from the chief post-office at Auckland.

#### *Term of Award*

16. This award, in so far as it relates to wages, shall be deemed to have come into force on the first day of the first pay period which ends in February, 1947; 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 14th day of April, 1948.

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 14th day of April, 1947.

[L.S.]

A. TYNDALL, Judge.

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#### MEMORANDUM

The award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

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

A. TYNDALL, Judge.