

**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 1954; 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 under-mentioned persons, firms, and companies (hereinafter called "the employers") :—

Anderson, W. E. Ltd., Queens Wharf, Auckland.

Carr and Haslam, Ferry Building, Quay Street, Auckland.

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

Craig, E. and H. Ltd., The Strand, Parnell.

Dale, Geo. and Son, Beach Road, Auckland.

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

Motor Carriers' Association, Northern Wharf, Auckland.

New Zealand Express Company, Fort Street, Auckland.

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

Winstone Limited, Queen Street, Auckland.

Wright, A. B. and Sons, 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 130 of the Industrial Conciliation and Arbitration Act 1954, 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 1st day of April 1956 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 10th day of December 1954.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

##### *Classification*

1. (a) Workers under this award shall be classed as wharf foremen.
- (b) Where only one worker is employed by any one employer to carry out the duties in accordance with subclause (c) hereof, he shall be classed as a wharf foreman.
- (c) The duties of a wharf foreman shall be to locate, assist to load and unload, direct, and generally supervise the despatch of goods to or from the wharves or, if required, to or from stores where cargo is temporarily stored, and to issue carters' tickets and keep a delivery book, and he shall not be called upon to work in any other capacity.

##### *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 £10 11s. 8d. per week.

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

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

(d) A computed schedule of wages shall be given to each worker.

*Overtime*

4. (a) Any work done outside the hours prescribed in subclause (a) of clause 2 hereof shall be overtime and shall be paid for at the rate of time and a half for the first three hours on any day and double time thereafter, provided that all time worked between 10 p.m. and 6 a.m. shall be paid for at the rate of double time.

(b) A minimum period of three hours shall be paid for all overtime after 6 p.m. Monday to Friday, and a minimum of four hours' overtime for all work done on Saturdays.

(c) When workers are required to work after 6 p.m. Mondays to Fridays and after 1 p.m. on Saturdays, Sundays, and holidays, either a meal shall be supplied or meal money shall be paid as follows:—

Mondays to Fridays ..... 3s. 9d. per meal.

Saturdays, Sundays, and holidays ..... 4s. 3d. per meal.

*Dirt-money*

5. (a) Any worker employed in loading or unloading by hand cement, lime, basic slag, plaster, phosphate, guana, soda ash, red ochre in cases or bags, lamp-black in cases or bags, black iron, asbestos fibre in jute bags, or steel, and also unloading bulk wheat, shall be paid at the rate of 9d. per hour in addition to his ordinary wages whilst so employed.

(b) All workers shall be supplied with two suits of overalls each year and gloves where necessary.

*Holidays*

6. (a) The following shall be the recognized holidays: New Year's Day, 2nd January, Good Friday, Easter Monday, Labour Day, Anzac 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 New Zealand Motor and Horse Drivers' award.

(b) Any work done on the above holidays or on Sundays shall be paid for at double time rates in addition to the weekly wage, with a minimum of eight hours.

(c) If any of the holidays (except Anzac Day) mentioned in subclause (a) hereof be generally observed on any day other than that on which it falls, the provision of this award shall apply to such other day instead of the original day, provided that one day only be taken for the holiday.

*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. (a) The rates of remuneration determined by this award shall, for the period commencing on the date on which this award is deemed to have come into force in relation to wages and expiring on the 17th day of November 1954, be increased to the extent and in the manner prescribed by the general order of the Court made under the Economic Stabilization Regulations 1953 and dated the 19th day of November 1953.

(b) On and after the 18th day of November 1954, the rates of remuneration determined by this award shall be increased to the extent and in the manner prescribed by the general order of the Court made under the Economic Stabilization Regulations 1953, and dated the 28th day of October 1954.

(EXPLANATORY NOTE.—The general order of the 28th October 1954 increased rates of remuneration determined by awards and industrial agreements by an amount equal to 13 per cent thereof, but excluded from the scope of the increase—

- (1) Such portion of the remuneration of each worker in each week as exceeded the amount of £12 in the case of adult male workers, the amount of £9 in the case of adult female workers, and the amount of £7 in the case of male and female workers under the age of 21 years; and
- (2) All allowances in respect of tools, bicycles, motor vehicles, protective or special clothing, or special footwear.

The term "remuneration" means salary or wages; and includes time and piece wages and overtime and bonus and other special payments; and also includes allowances, fees, commission, and any other emolument, whether in one sum or several sums; and also includes travelling expenses.)

### *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 section 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954 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 section 174 (3) of the Industrial Conciliation and Arbitration Act 1954, 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 rates of wages, shall be deemed to have come into force on the 20th day of October 1954, and so far as all other conditions of the award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 1st day of April 1956.

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 10th day of December 1954.

[L.S.]

A. TYNDALL, Judge.

---

#### 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.

---