

NORTHERN FOREMEN STEVEDORES AND TIMEKEEPERS—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 Assistant Stevedores, Foremen and Timekeepers (in Connection with Waterside Work) Industrial Union of Workers (hereinafter called “the union”) and the undermentioned union, firms, and companies (hereinafter called “the employers”):

Auckland Waterside Employers' Union Industrial Union of Employers, 58
Endeans Building, Auckland.

Auckland Stevedoring Co. Ltd., Galway Street, Auckland.

Leonard and Dingley Ltd., Endeans Building, Queen Street, Auckland.

New Zealand Shipping Co. Ltd., Quay Street, Auckland.

Northern Steamship Co. Ltd., Quay Street, Auckland.

Shaw Savill and Albion Co. Ltd., Endeans Building, Auckland.

Union Steam Ship Co. of New Zealand Ltd., Quay Street, Auckland.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the abovementioned 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 as hereinafter provided and shall continue in force until the 11th day of May 1959 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 11th day of November 1957.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Definitions

1. (a) "Senior foreman" shall mean an employee who is appointed as such by the employer and who, in addition to the ordinary duties of a foreman as hereinafter defined, may be required to engage labour.

(b) "Foreman" shall mean an employee working under the direction of a superior whose duties for not less than twenty hours per week 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.

(c) At the Port of Auckland "timekeeper" shall mean an employee whose duty for not less than twenty hours per week 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.

(d) At the Port of Gisborne employees coming under this award 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 shall be from Monday to Friday inclusive, 8 a.m. to noon and 1 p.m. to 5 p.m. Except as hereinafter provided, all other time shall be classed as overtime.

Holidays

3. (a) The holidays throughout the year shall be Christmas Day, Boxing Day, New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, and the waterside workers' picnic day.

(b) Any work done on the days specified in subclause (a) of this clause shall be paid for at the rate of double time in addition to the weekly wage.

(c) 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 but if he commences work in the morning and is ordered back after dinner the minimum shall be eight hours' pay.

(d) If any of the holidays (except Anzac Day) mentioned in subclause (a) of this clause 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 Leave

4. Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944, except that the period of annual leave shall be three weeks in place of two weeks, as prescribed in the said Act. Should a worker leave his employment before completing twelve months' service, he shall be entitled to *pro rata* leave.

Meal Hours

5. (a) Meal hours shall be as follows:

Breakfast 7 a.m. to 8 a.m.

Dinner 12 noon to 1 p.m.

Tea 5 p.m. to 6 p.m.

(b) Double ordinary rates shall be paid for each meal hour worked.

(c) On Saturdays, Sundays, or holidays, the rate of pay for work performed during meal hours shall be two and a half times ordinary time and the full hour shall be paid for.

Wages

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

	£	s.	d.
Senior foreman	13	10	0
Foreman	13	2	0
Timekeeper	13	2	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) 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 4s. meal money shall be paid.

On Saturdays, Sundays, or holidays when meal money is payable the employer shall pay to the worker a special surcharge of 6d. in addition.

Overtime

7. All time worked outside the hours prescribed in clause 2 hereof shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

When men are ordered back to work overtime, they shall be paid a minimum of three hours at the appropriate rate. Overtime orders may be cancelled prior to the usual time for ceasing work, without any payment being incurred.

When an order is given to workers to work extended hours, Monday to Friday, beyond 9 p.m., a minimum of four hours shall be paid at time and a half rates.

Workers ordered for work on a Saturday shall be paid a minimum of four hours at the appropriate Saturday rate.

Workers ordered to continue work after 1 p.m. on Saturday shall be paid a minimum of four hours double time.

Week-end Work

8. All work done between the hours of 1 p.m. on Saturdays and 7 a.m. on Mondays shall be paid for at double time rates. The minimum period of payment under this clause shall be four hours.

Matters Not Provided For

9. 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

10. Nothing in this award shall be applicable to master stevedores or assistant stevedores.

Outports

11. When workers are instructed to proceed to any outports they shall be paid 12s. 6d. per week-day and £1 5s. for Sundays in addition to the weekly wages prescribed in clause 6 for each day they are away from Auckland, Onehunga, or Gisborne as the case may be. Further, they shall be provided with meals, first-class fares, and sleeping accommodation. Onehunga shall not be regarded as an outport from Auckland or Auckland from Onehunga.

If workers are obliged to travel to an outport on holidays as prescribed in this award, or on Saturdays or Sundays, they shall be paid for the time so occupied in travelling at the rate of ordinary time with a maximum of eight hours' pay at the ordinary time on any day.

Increase in Rates of Remuneration

12. 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 Stabilisation Regulations 1953, and dated the 26th day of October 1956.

(EXPLANATORY NOTE—The general order of 26 October 1956 increased rates of remuneration determined by awards and industrial agreements by an amount equal to 18 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 £13 in the case of adult male workers, the amount of £9 15s. in the case of adult female workers, and the amount of £7 10s. in the case of male and female workers under the age of twenty-one 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.)

Payment of Wages

13. Wages shall be paid weekly and not later than Thursday. In the event of a holiday falling on Thursday, wages shall be paid on Wednesday.

General

14. (a) Workers shall be conveyed to their homes, if they finish work and their pay has ceased, at times when the public conveyances usually used by them are not running.

(b) Workers shall not be obliged to work in excess of fifty-six hours in any one week.

(c) Work performed after 1 p.m. on Christmas or New Year's Eve, shall be paid for at the rate of ordinary time additional with a minimum of four hours.

(d) Gisborne workers when working in the roadstead and required to curtail a meal hour shall be paid for a full meal hour at the meal hour rate.

Workers to be Members of Union

15. (a) Subject to the provisions of sections 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

16. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every 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 those portions of the industrial district to which this award relates.

Scope of Award

17. This award shall be limited in its operation to the ports of Auckland, Gisborne, Onehunga, and Tauranga.

Term of Award

18. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 21st day of August 1957, and so far as all other provisions 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 11th day of May 1959.

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 11th day of November 1957.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The matters referred to and settled by the Court related to definitions (clause 1 (b) and (c)), holidays (clause 3 (c)), wages (clause 6 (a)), scope of award (clause 17), and term of award.

The Court has granted an application by Wilsons (N.Z.) Portland Cement Ltd., Auckland, to be struck out from the list of parties.

A. TYNDALL, Judge.
