

## 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 Carriers' Wharf Foremen's Industrial Union of Workers (hereinafter called "the union") and the under-mentioned firms and companies (hereinafter called "the employers"):

Anderson, W. E., Ltd., Queens Wharf, Auckland.  
 Brown, A. J., and Co. Ltd., 21-25 Kinston Street, Auckland.  
 Carr and Haslam, Ferry Building, Quay Street, Auckland.  
 Chevis, J., Ltd., 133-135 Beach Road, Auckland.  
 Craig, E. and H., Ltd., The Strand, Parnell, Auckland.  
 Craig, J. J., Ltd., 100 Queen Street, Auckland.  
 Dale, Geo., and Son, Beach Road, Auckland.  
 Frankham, A. G., Ltd., 26 Albert Street, Auckland.  
 Gilliland, C. H., Ltd., 3 Union Street, Auckland.  
 Hindley, W. A., Ltd., St. Georges Bay Road, Auckland.  
 Lovett, W., Ltd., Ponsonby Road, Auckland.  
 New Zealand Express Co., Fort Street, Auckland.  
 O'Loughlen, J. B., and Co. Ltd., Fort Street, Auckland.  
 Winstone Ltd., 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 30th day of September 1961 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 2nd day of May 1960.

[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) of this clause, 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 dispatch 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 to 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 £13 12s. 6d. 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.

Any worker required to work on a Saturday shall receive not less than four hours pay at overtime rates, and if more than six hours are worked, not less than eight hours shall be paid at overtime rates: Provided, however, that in the event of work being available and the worker not being ready and willing to continue work for the full period of four or eight hours as the case may be, payment shall be made only for time actually worked.

(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 5s. meal money shall be paid.

#### *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, molasses in drums, liquid tar in drums, carboys of acids and coarse salt 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 recognised holidays: New Year's Day, 2 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 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 Holidays*

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

#### *Requirements of Economic Stabilisation Regulations*

8. No worker bound by this award shall in any week be paid a lesser amount by his employer than the worker would have been entitled to be paid under this award if it had specifically applied the general order of the Court dated 18 September 1959 otherwise than by incorporation pursuant to the pronouncement of the Court dated 18 September 1959.

#### *Termination of Employment*

9. Not less than seven days' written notice shall be given by either party of the termination of the employment. Where the employment is terminated without the requisite notice one week's wages shall be paid or forfeited as the case may be: Provided that nothing in this clause shall prevent an employer from summarily dismissing any worker for misconduct.

#### *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 authorised 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 specifically 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.

If the committee is unable to decide the question then the chairman shall give a decision or refer the matter to the Court.

Either side shall have the right to appeal to the Court against a decision of any such committee or chairman, upon giving to the other side written notice of such appeal within 14 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 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 18 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 21 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 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 15 miles from the chief post-office at Auckland.

*Term of Award*

16. 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 16th day of March 1960, 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 30th day of September 1961.

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 2nd day of May 1960.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.