

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 Kingston Street, Auckland.
Callinan, J. S., Ltd., Fort 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.
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 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 12th day of September 1963 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 6th day of April 1962.

[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.

Should there be no work on any day for any foreman on the wharves or in stores as detailed above, he may be called upon to work in another section of the employer's business, provided always that he shall be paid at the same rate as workers doing similar work, but never less than the rates set out in this award. If, through such transfer, a worker incurs extra travelling expense the employer shall reimburse such extra expense or alternately he may provide transport in such case.

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 £14 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 the 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, guano, soda ash, red ochre in cases or bags, lampblack in cases or bags, black iron, asbestos fibre in jute bags, coal dust or coke 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 10d. 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.

Termination of Employment

8. 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

9. (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

10. 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

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 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.

Unqualified Preference

12. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within 14 days after his engagement, or after this clause comes into force; as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

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 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 15 miles from the chief post office at Auckland.

Term of Award

15. 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 12th day of February 1962, 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 12th day of September 1963.

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 6th day of April 1962.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, which incorporates the terms of settlement arrived at by the parties, includes a clause designed to operate as an unqualified preference provision within the meaning of section 174 of the Industrial Conciliation and Arbitration Act 1954 (as amended by the Industrial Conciliation and Arbitration Amendment Act 1961). Section 174B directs that the Court in making any award shall insert therein an unqualified preference provision only if it is satisfied under the first alternative that such a provision has been agreed upon by all the assessors in the course of an inquiry into an industrial dispute by a Council of Conciliation. For the purposes of section 174B the Court is satisfied to accept the complete settlement arrived at by the parties and executed by or on behalf of all the assessors as proof that the unqualified preference provision has been agreed to by all the assessors, and clause 12 has therefore been incorporated in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.