

(10931.) NORTHERN INDUSTRIAL DISTRICT SHIP, YACHT, AND
BOAT BUILDERS.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the undermentioned persons, firms, and companies (hereinafter called “the employers”):—

Auckland Harbour Board, Shipbuilders, Quay Street, Auckland,
C. 1

Bray, H., and Co., Contractors, Queen Street, Onehunga, Auckland,
S.E. 5

Brophy, W., Boatbuilder, Portland Road, Whangarei

Cauldray, W., Boatbuilder, Northcote, Auckland, N. 4

Collings and Bell, Boatbuilders, Shelly Beach, Auckland, W. 1

Colonial Sugar Refining Co., Ltd., Quay Street, Auckland, C. 1

Cook, N., Shipwright, Russell

Coulthard, L. O., Boatbuilder, 19 Quadrant Road, Onehunga, S.E. 5

Devonport Steam Ferry Co., Ltd., Shipowners, Quay Street, Auckland,
C. 1

Farmers' Auctioneering Co. for the Commonwealth and Dominion
Line, 17 Commerce Street, Auckland, C. 1

Farmers' Trading Co., Mount Eden Road, Mount Eden, Auckland,
S. 1

Fell, J., Shipwright, Kohukohu

Ford, S., Yacht and Boatbuilder, St. Mary's Beach, Auckland, W. 1

Frankham, A. G., care of Hellaby's Buildings, Queen Street,
Auckland, C. 1

Harvey, E., Boatbuilder, Richmond Street, Thames

Hayman, H., Boatbuilder, Whangarei
 Kaipara Steamship Co., Ltd., Helensville
 Lang, D., St. Mary's Beach, Ponsonby, Auckland, W. 1
 Le Huguet, T., Boatbuilder, Devonport, Auckland, N. 1
 Lidgard, R., Beaumont Street, Freeman's Bay, Auckland, C. 1
 McCallum Bros., Shipping Merchants, Endean's Buildings, Queen
 Street, Auckland, C. 1
 Milletts, C., Boatbuilder, Tauranga.
 Nicol, George, Boatbuilder, Arney Road, Remuera, Auckland,
 S.E. 2
 Nevin, Chris., Boatbuilder, Tauranga
 Parry Bros., Shipowners and Shipping Agents, Princes Wharf,
 Auckland, C. 1
 Reid, J., Boatbuilder, Northcote, Auckland, N. 4
 Reynolds, Engineering Co., Whangarei
 Roose Shipping Co., Ltd., Shipowners, Mercer
 Rope, W. R., Ltd., Ship and Boat Builders, 43 Mount Hobson
 Road, Remuera, Auckland, S.E. 2
 Rodgers, W., Boatbuilder, Curran Street, Ponsonby, Auckland,
 W. 1
 Speed-craft, Judges Bay, Parnell, Auckland, C. 4
 Tereell Bros., Ponsonby Terrace, Ponsonby, Auckland, W. 1
 Vos, P., Boatbuilder, Poore Street, Auckland, C. 1
 Warne Bros., Boatbuilders, Russell
 Whangarei Harbour Board, Whangarei
 Wild, C., Boatbuilder, Stanley Bay, Auckland, N. 1

and

the Auckland Ship, Yacht, and Boat Builders' Industrial Union of Workers, Trades Hall, Hobson Street, Auckland, C. 1 (H. Campbell, Secretary), (hereinafter called "the union").

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned 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 22nd day of August, 1936, 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 4th day of November, 1935.

[L.S.]

E. PAGE, Judge.

SCHEDULE.

Hours of Work.

1. (a) Forty-four hours shall constitute a week's work—eight hours on five days of each week, between the hours of 8 a.m. and 5 p.m., and four hours to be worked on Saturday, between the hours of 8 a.m. and noon.

(b) Where vessels are required to be slipped or unslipped the starting-hours mentioned in clause 1 (a) shall not apply, and 7.30 a.m. may be substituted for 8 a.m. In such case the hour for ceasing work shall be 4.30 p.m.

Wages.

2. (a) The minimum rate of wages for journeymen shipwrights and boatbuilders shall be 2s. 2d. per hour.

(b) A "boat" is defined as any vessel under 15 tons Customs measurement built under cover. If such boat is not built under cover it shall be classed and paid for at the same rate as shipwork.

Overtime.

3. (a) Overtime shall be worked as required by the employer. For all work done outside of or in excess of the daily hours mentioned in clause 1 hereof payment shall be made at the rate of time and a half.

(b) No worker shall be required to work more than five hours continuously without a meal.

(c) Any worker having worked all day and night until the ordinary time of starting work next day, and being required to continue working on into the next day, shall be given four hours off or shall be paid double time rates for all such time worked.

(d) Any worker required to commence work after the cessation of public wheeled traffic, or before the ordinary time of starting of such traffic, and any worker who may work continuously until after the cessation of public wheeled traffic and cease work before the ordinary time of starting of such traffic, shall be paid for time occupied in travelling from or to his home, computed on three miles per hour, at ordinary rates of pay, except that if a conveyance is provided for the worker by his employer he shall not be entitled to payment for this travelling-time. For the purpose of this clause "public wheeled traffic" shall mean trams, buses, trains, or ferries ordinarily used by workers travelling to and from their work.

Meal-time.

4. One hour shall be allowed for a meal between the hours of 12 noon and 1 p.m.: Provided that if the majority of the workers of any employer agree, the meal interval for the yard may be not less than half-an-hour. All the time worked during the meal-hour shall be paid for at double time rates: Provided, further, that where the work or job is affected owing to tidal conditions the employer and the worker concerned shall mutually agree as to the intervals and times relating to meal-hours: Provided that this clause shall not apply to shipwrights employed in ships loading frozen produce.

Holidays.

5. For work done on Sundays, Christmas Day, New Year's Day, Good Friday, and Labour Day, double time shall be paid; and for work done on Anniversary Day, Easter Monday, Sovereign's Birthday, and Boxing Day, time and a half rates shall be paid.

Suburban Work.

6. (a) "Suburban work" means work performed by a worker at a distance of over one mile and a half from his employer's place of business by the nearest direct route, but which does not come within the definition of "country work."

(b) Workers shall be at their employer's place of business at the hour appointed for the commencement of work, but if previously required so to do they shall proceed direct to the place where the work is to be performed, and if the distance required to be travelled in order to reach such place be more than one mile and a half they shall be paid at the ordinary rate of wages for the time occupied in proceeding to and from such work for the excess of such distance, reckoning the time occupied in travelling by train, tram, bus, or ferry.

(c) Any worker employed by his employer on suburban work, to reach which a conveyance is required, shall be conveyed by his employer to and from such work free of charge, or his travelling-expenses to and from such work shall be paid by his employer, and he shall also be paid at the ordinary rate for the time while going to and returning from such work.

(d) No worker residing less than one and a half miles from the place where the work is to be done shall be entitled to the allowance mentioned in this clause.

Country Work.

7. (a) Work performed at such a distance from the shop of the employer that the journeymen employed cannot return to the shop of the employer or to their own place of abode on the same day shall be considered country work.

(b) All workers employed upon country work shall be paid an additional sum of 4s. 6d. per day for six days in the week, but the employer may, in lieu thereof, provide them at his own expense with suitable board and lodging; also their travelling-expenses in going to and returning from such work shall be paid by the employer. Travelling-time shall be paid for at ordinary rates, but not to a greater amount than eight hours in a day, including Sunday.

(c) No payment shall be made for travelling at night, provided the worker has already been paid by his employer for the previous full day's work.

Tools.

8. (a) Where work is performed elsewhere than at the shop of the employer, he shall provide upon the premises where the work is performed a properly secured place for the tools of the journeymen employed by him upon such work; and he shall also provide all necessary sanitary conveniences for the use of his journeymen. Every employer shall provide and keep a suitable grindstone on the job for the use of his journeymen, and every journeyman shall at all times keep his tools in proper order.

(b) All augers $\frac{3}{4}$ in. and over shall be provided by the employer, also lengthening and shortening of all augers, and the dressing of cold-chisels, drift-bolts, and punches shall be paid for by the employer. The employer shall provide cast-iron pitch-pots.

(c) In the event of an employee's bit or drill less than $\frac{3}{4}$ in. being broken or damaged whilst being used in the drilling-machine the same shall be replaced by the employer.

(d) The employer shall provide a suitable conveyance for carriage of tools to and from any outside job.

Sharpening Tools.

9. When any worker has been regularly employed on any work where he is using his edge tools for two weeks or more, he shall be entitled, on being discharged, to either receive two hours' notice (during which time he shall have the right to sharpen his tools if they require sharpening) or to be paid two hours' extra time.

Payment of Wages.

10. (a) All wages shall be paid weekly, either on the work or at the employer's place of business, but wherever paid they shall be paid to the workmen not later than fifteen minutes after leaving off work. If the men are kept waiting longer than fifteen minutes they shall be paid for such time at overtime rates. Arrangements may be made by employers with their workers for fortnightly payments in all cases where the premises of the employer are situated at not less than five miles from any bank or branch bank.

(b) When a journeyman leaves or is discharged at any time other than the ordinary pay-day, he shall be paid all wages due to him within twenty-four hours of dismissal or time of leaving, as the case may be.

Dirty Work.

11. The following shall be classed as dirty work, and shall be paid 1s. 6d. extra for each day or part of a day: Repairing hoppers and doors of dredges; below the lowest or only platform of engine-room or stokehold; between top of boiler and deck; work in bunkers, on steering-gear, in silt-punts, deck scows and barges, through manholes into tanks.

Working Aloft.

12. For work aloft 40 ft. or more above the deck, 1s. 4d. per day extra shall be paid for each day or part of a day a shipwright is so employed.

Conditions of Work.

13. (a) Any journeyman working with pumice, charcoal, silicate, or cork and bitumen, or other insulating material in connection with insulation work in confined or unventilated spaces, or where the air is impregnated with the dust of any of those materials, shall be paid 3d. extra per hour.

(b) Workers engaged in freezing-chambers where the temperature is below 40 degrees shall be paid 4d. extra per hour while so engaged.

Meals.

14. Employers shall allow meal-money at the rate of 1s. 3d. per meal when workers are called upon to work overtime after 6 p.m. or after 12 noon on Saturdays, and provided that such workers cannot reasonably get home to their meals, and provided also that if a worker is notified the day previous no meal-money shall be paid for dinner on Saturday: Provided that if an employer provides a worker with light refreshment, and such worker is not required to work later than two hours after the ordinary time for ceasing work, or after 1 p.m. on Saturdays, no meal-money shall be payable.

Salvage Work.

15. All time worked on salvage shall be paid for by agreement between the employer and the worker.

Under-rate Workers.

16. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Preference.

17. (a) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within seven days after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done and ready and willing to undertake the same.

(b) The provisions of this clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this agreement of good character and sober habits to become a member of the union, upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week, and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being more than three months in arrear, without reasonable excuse, in his contributions to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his contributions, and £1 for misconduct at a meeting of the union.

Matters in Dispute.

18. The essence of this award being that the work of the employer shall always proceed as if no dispute had arisen, it is provided that any dispute in connection with any matter arising out of or 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 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 seven days after such decision shall have been communicated to the party desiring to appeal.

Scope of Award.

19. This award shall operate throughout the Northern Industrial District.

Term of Award.

20. This award, in so far as it relates to wages, shall be deemed to have come into force on the 22nd day of August, 1935, and so far as all the other conditions of this award are concerned it shall come into force on the 11th day of November, 1935, and this award shall continue in force until the 22nd day of August, 1936.

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 4th day of November, 1935.

[L.S.]

E. PAGE, Judge.

MEMORANDUM.

The only matters referred to the Court related to under-rate workers and the date of the coming into force of the award. In other respects the award embodies the recommendations of the Conciliation Council, which the parties agreed to accept.

E. PAGE, Judge.