

AUCKLAND **DECKHANDS AND FIREMEN (ON EXCURSION VESSELS).**—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 Auckland Federated Seamen's Industrial Union of Workers (hereinafter called "the union") and the undermentioned firms, and companies (hereinafter called "the employers") :—

Bradney, J. H., and Sons, Princes Wharf, Auckland, C. 1.

Waiheke Passage Service, Limited, 20 Fanshawe Street, Auckland C. 1.

Watkin and Wallis, Huddart Parker Building, Quay Street, Auckland, C. 1.

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 6th day of May, 1938, 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 6th day of May, 1937.

[L.S.]

E. H. NORTHCROFT, Judge.

SCHEDULE.

Wages.

1. The minimum rates of wages shall be as follows:—

	Per Week.		
	£	s.	d.
Deckhands	4	15	0
When a deckhand is employed, a deck boy (under twenty-one years of age) may be employed at a wage of	3	0	0
Firemen	5	0	0
Engine-room assistant (under twenty-one years of age on s.s. "Onewa" only)	2	15	0

Hours of Work.

2. The ordinary hours of work shall not exceed eighty-eight hours per fortnight.

Not more than fifty-two hours shall be worked in any one week without payment of overtime.

Overtime.

3. (a) All time worked in excess of eighty-eight hours per fortnight or fifty-two hours per week shall be deemed to be overtime and shall be paid for at the rate of 3s. per hour.

(b) It shall be optional for a worker to accept time off in lieu of cash payment for overtime. Where time off is ordered and accepted it shall be at the rate of two hours off for each hour worked as overtime, and shall be given within one calendar month of the overtime being worked.

Holidays.

4. (a) When a vessel is employed on any of the following holidays an extra day's pay shall be paid to each worker, and the time worked shall count in the working hours for the fortnight: New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Sovereign's Birthday, Christmas Day, Boxing Day, and Auckland Anniversary Day.

(b) In lieu of making the extra payment for time worked on any holiday as prescribed in subclause (a) of this clause, an employer may allow a worker a holiday on any other day to be mutually agreed upon.

Time off Duty.

5. Working-time shall include all time actually on duty unless released from attendance. No worker shall be deemed to be released from attendance for any period of less than two hours.

Termination of Engagement.

6. Engagements may be terminated on either side by giving twenty-four hours' notice.

Workers to be Members of Union.

7. (a) 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 or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award :

Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(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.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Under-rate Workers.

8. (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.

Term of Award.

9. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of March, 1937, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 6th day of May, 1938.

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 6th day of May, 1937.

[L.S.]

E. H. NORTHCROFT, Judge.

MEMORANDUM.

The only matter referred to the Court was the date of the award. In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council.

E. H. NORTHCROFT, Judge.