

WELLINGTON (UNION STEAM SHIP COMPANY) **TUG-BOAT
WORKERS.—AWARD.**

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925 ; and in the matter of an industrial dispute between the Wellington Federated Seamen's Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

The Union Steam Ship Company of New Zealand, Ltd.,
Wellington.

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 from the 10th day of October, 1938, and shall continue in force until the 10th day of October, 1939, 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 October, 1938.

[L.S.]

W. J. HUNTER, Judge.

SCHEDULE.

Wages.

1. The following shall be the minimum rates of wages :—

Deck hand	£5 per week.
Fireman	£5 per week.

Hours of Work.

2. The ordinary hours of labour when employed in the Harbour of Wellington shall not be more than eight in a day, to be worked between 8 a.m. and 5 p.m. Monday to Friday (both inclusive), and on Saturday the ordinary hours shall not be more than four to be worked between 8 a.m. and noon.

Overtime.

3. Except as otherwise herein provided, all work done outside or in excess of the hours prescribed in clause 2 hereof shall be paid for at the rate of 3s. 4½d. per hour.

Travelling-time.

4. (a) When seamen are required to proceed to their work on a tug lying at a berth over one and a half miles distant from the usual berth at which the men commence their duties they shall be compensated for travelling by payment of 1s. 6d. per day.

(b) When a seaman is required to commence or finish work at times outside his ordinary hours of work and when his usual means of transport is not available, he shall be conveyed to and from his home at the employer's expense.

Meal-hours.

5. If men are called on to work in their breakfast hour, dinner hour, tea hour, or supper hour they shall be paid for such time worked at overtime rate—namely, 3s. 4½d. per hour. Meal-hours shall be : Breakfast, 7 to 8 a.m. ; dinner, noon to 1 p.m. ; tea, 5 to 6 p.m. ; supper, 10 to 11 p.m.

Terms of Employment.

6. (a) The employment shall be a weekly one, and one week's notice of the termination of the employment shall be given by either party, except in the case of drunkenness or misconduct, when the worker may be instantly dismissed.

(b) Wages shall be paid weekly, not later than Thursday, and in the employer's time.

Holidays.

7. (a) For work done on Sundays and holidays men shall be paid overtime rate of 3s. 4½d. per hour in addition to their ordinary week's wages.

(b) The holidays shall be Sundays, New Year's Day, Good Friday, Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day, and seamen's union picnic day.

Annual Holiday.

8. (a) On the completion of twelve months' continuous service a seaman shall be entitled to a holiday of two weeks on full pay.

(b) If a worker is discharged or leaves his employment before his holidays are due, he shall be entitled to a holiday on a *pro rata* basis on the service rendered in that year.

Boiler-work.

9. Where a seaman is employed working inside a boiler he shall be paid 1s. 3d. per hour extra payment, ordinary and overtime, for such work, the minimum payment for such work to be one hour.

Miscellaneous.

10. (a) When a fireman is required on Sundays or holidays to bank fires he shall be paid a minimum of two hours at the rates specified in clause 3 hereof.

(b) A fireman shall be allowed a minimum of one hour to raise steam, and a minimum of half an hour for warming up the engine, and a minimum of half an hour to bank fires.

Workers to be Members of Union.

11. The employer shall in the engagement or subsequent employment of seamen on tugs give preference to those members of the Federated Seamen's Union of New Zealand Industrial Association of Workers who are not more than one month in arrears with their subscriptions to the said union.

Should there not be sufficient numbers of such members available when required, then and in such case the employer may engage or employ other men, conditionally that they shall become and remain members of the said union during the currency of their employment.

The employer may employ any members of the union at work in a tug out of commission provided such members have served or are to serve on tugs in commission owned by the employer.

Matters not provided for.

12. If a dispute shall arise between the parties to this award upon any matters arising out of or in connection with the award and not specifically dealt with therein, it shall be referred to a committee comprised of two representatives of the union and two representatives of the employers, who shall appoint an independent chairman for decision. The decision of a majority of this committee shall be binding,

except that any party adversely affected thereby shall have the right, within fourteen days after the decision is given, to appeal against the decision to the Court of Arbitration, which may amend the decision in any way as, after hearing the parties, it may consider necessary or desirable.

Scope of Award.

13. This award shall apply to tug-boats owned and operated by the Union Steam Ship Company of New Zealand, Ltd., at Wellington.

Term of Award.

14. This award shall come into force on the 10th day of October, 1938, and shall continue in force until the 10th day of October, 1939.

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 October, 1938.

[L.S.]

W. J. HUNTER, Judge.

MEMORANDUM.

The principal matters referred to the Court related to wages, overtime, travelling-time, meal-hours, holidays, boiler-work, and general conditions.

The hours of work have been fixed at forty-four in accordance with the agreement of the parties.

This award concerns only five men—one fireman and two deck hands on the "Terawhiti" and one fireman and one deck hand on the "Natone"—and is the first award covering these workers. For some time past the conditions of employment have been regulated by a private agreement, which was used as the basis of this award.

As this is the first award covering these workers a majority of the Court is of opinion that to increase the rate payable under the private agreement by 5s. per week would not necessarily meet the position and that the Court should, as far as circumstances permit, fix a rate in keeping with that awarded by the Court to similar workers in other districts. It seems clear that in the pronouncement of the Court of Arbitration in the Sugar Workers' dispute (Book of Awards, Vol. XXXVII, p. 2772), when the Court referred to an increase on existing rates, it was referring to award rates, and that the pronouncement was not intended to refer to the case of a first award. It happens that in this case each of these men receives the same wage, but usually the rates paid to individual workers for the same class of work in an industry not covered by an award vary so much that it would be impossible for the Court to make an increase of a stated sum per week except on minimum rates fixed by an award.

At the hearing, the employers' advocate contended that the rates paid to workers on Harbour Board's tugs were not a proper analogy and referred the Court to the rates paid to deck hands and firemen as under:—

- (a) The Auckland Deck Hands and Firemen on Excursion Vessels award (Book of Awards, Vol. XXXVII, p. 1049): Deck hands £4 15s., firemen £5, for an eighty-eight-hour fortnight.

(This award was made prior to the general increase of 5s. per week abovementioned.)

- (b) The Devonport Steam Ferry Co.'s Employees' award (Book of Awards, Vol. XXXVIII, p. 261): Deck hands, £4 13s.; firemen, £4 11s.

(This award was made after the general increase of 5s. per week, but fixes the weekly hours at forty-two against forty-four in the present case.)

Upon consideration of the whole of the circumstances the wages have been fixed at £5 per week.

Mr. Croskery was of opinion that a higher rate should have been awarded, but to allow the award to be made refrains from dissenting.

Mr. Duff does not agree with the majority on the question of wages, and his dissenting opinion is attached.

W. J. HUNTER, Judge.

DISSENTING OPINION OF MR. DUFF.

I dissent from the wages provisions of this award on the ground that in determining the rates the Court departed from the established policy of granting an increase to adult male weekly workers of 5s. per week, as laid down in the Court's pronouncement in issuing the Auckland Sugar Refinery Employees' award.

Prior to the issue of this award the conditions of employment of the workers concerned were embodied in an agreement between the parties, which, although not in the form of an award, had been reduced to writing and signed by the parties.

Under that agreement the wages were £4 10s. per week, and, in my opinion, that is the figure upon which the increase of 5s. per week should have been based.

It is true that at the hearing of the dispute the employers' advocate referred the Court to the Auckland Deck Hands and Firemen on Excursion Vessels award, but the fact that that award contains much more elastic conditions—*e.g.*, regarding hours of work and overtime—appears to have been entirely ignored.

The conditions regarding hours of work had already been settled between the parties to this dispute, and as hours of work and wages are correlative conditions of employment this fact, in my opinion, affords a further reason why the rates of wages under this award should have been based on the existing agreement.

It was shown in evidence that although the workers under this award may be required to be in attendance for fairly long hours, the actual steaming-time of the vessels averaged from two hours to four and a half hours per eight-hour day.
