

NORTHERN, WELLINGTON, CANTERBURY, AND OTAGO AND
SOUTHLAND **CANVAS-WORKERS (SHIP-WORK).**—AWARD.

[Filed in the Office of the Clerk of Awards, Wellington.]

In the Court of Arbitration of New Zealand, Northern, Wellington, Canterbury, and Otago and Southland Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the New Zealand Federated Saddlers, Canvas-workers, Riggers, and Related Trades' Industrial Association of Workers (hereinafter called "the union") and the undermentioned companies (hereinafter called "the employers") :—

NORTHERN INDUSTRIAL DISTRICT.

Northern Steamship Co., Ltd., Quay Street, Auckland.
Auckland Stevedore Co., Ltd., Quay Street, Auckland.
Devonport Steam Ferry Co., Ltd., Quay Street, Auckland.

Union Steam Ship Co. of New Zealand, Ltd., Quay Street, Auckland.

Leonard and Dingley, Ltd., Quay Street, Auckland.

WELLINGTON INDUSTRIAL DISTRICT.

Union Steam Ship Co. of New Zealand, Ltd., 36 Custom-house Quay, Wellington C. 1.

The Wellington Patent Slip Co., Ltd., Wellington.

CANTERBURY INDUSTRIAL DISTRICT.

Union Steam Ship Co. of New Zealand, Ltd., Christchurch.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT.

Union Steam Ship Co. of New Zealand, Ltd., Dunedin.

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 17th day of February, 1943, 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 13th day of March, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Industry to which Award is applicable.

1. This award shall apply to all persons employed by shipping companies in the manufacturing or repairing of sails, tents, canvas covers, tarpaulins, and all canvas-work, and any other class of worker recognized and related to the aforementioned trades.

Classification of Workers.

2. The classification of workers shall be journeymen, apprentices, and any other class the trade may require.

Hours of Work.

3. The ordinary hours of work shall be not more than eight per day, between 7.30 a.m. and 5 p.m., on Monday to Friday inclusive, and four hours, between 7.30 a.m. and noon, on Saturday: Provided, however, that Saturday work shall not be required except in the following cases:—

- (i) In lengthy contracts and running overhauls where the work is of sufficient urgency to have entailed the working of overtime by the men concerned during the preceding week or in the case of a ship on dock or on slip where it is the intention to undock or unslip on Saturday, or to complete a job:
- (ii) Where a ship is scheduled to sail on Saturday night or to enable a ship to sail on Monday:
- (iii) To carry out emergency work—namely, in the event of a mishap at sea or in port, work required to enable a ship to sail on schedule time, or in any other case where the employer and the secretary of the union shall agree that the work in question can reasonably be considered to be emergency work.

Wages.

4. The minimum rate of wages for journeymen shall be 2s. 9d. per hour.

Increase in Rates of Remuneration.

5. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Overtime.

6. All time worked in any day beyond the hours mentioned in clause 3 hereof shall be deemed to be overtime, and shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

Meal Allowance.

7. A worker working overtime after 6 p.m. shall be paid 1s. 6d. meal-money unless notified on the previous working-day that he would be required to work overtime.

Holidays.

8. (a) The following holidays shall be allowed without deduction from wages: A whole holiday on every Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, and the birthday of the reigning Sovereign.

(b) Time worked on any of the above-named holidays or on Sundays or on 2nd January or on Anniversary Day shall be paid for at twice the ordinary rate.

(c) Payment of wages for the holidays named in subclause (a) hereof shall be made to all persons who have been employed in the factory at any time during the fortnight ending on the day on which the holiday occurs.

(d) Should Christmas Day and New Year's Day fall on Sundays, then they shall be observed on the following Mondays, and in such case Boxing Day shall be observed on the following Tuesday. Should any of the other holidays (except Anzac Day) fall on a Sunday, the following day shall be observed in lieu thereof.

Workers to be Members of Union.

9. (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.

10. (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.

Disputes.

11. The essence of this award being that the work of the employers 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 whatever arising out of or connected therewith and not specifically dealt with in this award, every such dispute or difference as the same shall arise shall be referred to a committee, to be composed of two representatives of the union and two representatives of the employers, for their decision. The decision of the majority of the committee shall be binding, and if no decision is arrived at either party may appeal to the Court upon giving written notice of such appeal to the other party within fourteen days after the failure of the disputes committee to arrive at a decision, or the disputes committee may itself refer the matter to the Court for decision.

Right of Entry upon Premises.

12. The secretary or other authorized officer of the union of workers shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

General.

13. This award shall not operate so as to reduce the wage of any worker during his present employment.

Special Payments.

14. (a) Dirt-money shall be paid at the rate of 1s. 6d. for each day or part thereof to workers employed on repair work on board ship.

(b) Should a worker be employed in a compartment in which the temperature exceeds 110 degrees he shall be paid 2s. 9d. per hour extra during the time he is so employed.

(c) For work aloft above the main rigging 1s. 6d. per day extra shall be paid for each day or part of a day a worker is so employed.

Extension of Hours under Factories Act.

15. Pursuant to the provisions of section 3 of the Factories Amendment Act, 1936, the limits of hours fixed by subsection (1) of that section are hereby extended upon the terms of this award in respect of every occupier of a factory bound or to be bound by this award.

Scope and Application of Award.

16. This award shall operate throughout the Northern, Wellington, Canterbury, and Otago and Southland Industrial Districts, and shall apply to the parties named herein and to such other employers as may from time to time be added as parties by order of the Court.

Term of Award.

17. This award, in so far as it relates to wages, shall be deemed to have come into force on the 17th day of February, 1941, 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 17th day of February, 1943.

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 13th day of March, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

This award embodies the recommendations arrived at by the assessors in Conciliation Council. Wages have been made payable retrospectively by agreement of the parties.

A. TYNDALL, Judge.

ORDER GRANTING TOTAL EXEMPTION FROM AWARD.

In pursuance and exercise of the powers conferred on the Court by section 89 of the Industrial Conciliation and Arbitration Act, 1925, as amended by section 5 (4) of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1937, total exemption from the provisions of the foregoing award is hereby granted to the following:—

Auckland Harbour Board, Auckland.

Wellington Harbour Board, Wellington.

Dated this 13th day of March, 1941.

[L.S.]

A. TYNDALL, Judge.