

**DEVONPORT STEAM FERRY CO.'S ENGINEERS AND LAUNCH-DRIVERS.—AWARD**

In the Court of Arbitration of New Zealand, Northern Industrial District.—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 Engine-drivers, River Engineers, Marine-engine Drivers, Greasers, Firemen, and Assistants Industrial Union of Workers (hereinafter called "the union") and the undermentioned company (hereinafter called "the employers") :—

Devonport Steam Ferry Co., Ltd., Ferry Buildings,  
Quay Street, Auckland.

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 13th day of December, 1946, 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 December, 1945.

[L.S.]

A. TYNDALL, Judge.

## SCHEDULE

### PART I.—APPLICABLE TO ENGINEERS

#### *Hours of Work*

1. (a) The weekly hours of work for river engineers shall be forty-two, not exceeding nine hours to be worked in any one shift and not exceeding six shifts to be worked in any one week.

(b) Engineers shall be employed weekly on day and night shifts alternatively, unless otherwise arranged by mutual consent between the employer and the union. With the exception of changing shifts, a period of at least eight hours off duty shall be allowed between each shift worked. All hours required to be worked by relieving engineers within such eight hours' break between shifts shall be deemed to be overtime and shall be paid for at overtime rates.

(c) For the purpose of this award the week shall commence at midnight on Sunday and terminate at midnight on the Sunday following or on the termination of the Sunday night shift.

#### *Broken Shifts*

2. (a) Where necessary, engineers may be required by the employer to work a two-legged broken shift: Provided that when the complete shift worked exceeds a span of twelve consecutive hours, such engineers shall be paid at one-half ordinary time rates extra, such payment to be in addition to any other overtime payment that may accrue.

(b) Engineers when employed on broken shifts shall be paid 1d. per hour extra.

#### *Wages*

3. Engineers shall be paid a minimum rate of £6 17s. 3d. per week. A worker in sole charge of a Diesel engine shall be paid 12s. 6d. per week in addition to the above rate.

### *Arrangement of Duties*

4. (a) Notice of duties for the following week shall be posted in some conspicuous place accessible to the workers on the previous Friday not later than 12 noon.

(b) When less than six shifts are scheduled in any one week, the engineers' day off shall be specified in the monthly schedule of duties.

### *Overtime*

5. (a) When a worker is required to work in excess of nine hours in any one shift, other than getting-ready time, whatever additional hours he may work on such shift shall be paid for at the rate of time and a half for the first four hours and double time thereafter; and the hours so worked shall not be included as part of the weekly hours.

(b) Subject to the provisions of subclause (a) hereof, all time worked in excess of the ordinary forty-two hours in any one week shall be paid for at time and a half rates.

(c) Workers required to work on their days off shall be paid at the rate of double time, with a minimum of four hours.

### *Sunday and Holiday Time*

6. All workers who are employed on Sunday, Anzac Day, Christmas Day, and Good Friday shall be paid for such work at ordinary time rates in addition to their weekly wages. Casual workers employed on such days shall be paid at double ordinary time rates.

### *Holidays*

7. (a) Twenty-one days' holiday on full pay each nine months shall be given to all workers who have been in the employer's service for a period of nine months. This holiday shall be given on consecutive days, as arranged by holiday roster, as mutually arranged between the employer and the union.

(b) When any worker who has been in the employ of the employer for not less than one month is discharged or leaves of his own accord, he shall be paid for holidays to which he is entitled on a *pro rata* basis.

### *Coaling*

8. Engineers shall not be required to take part in coaling, except under exceptional circumstances.

*Meals*

9. In the event of a worker being ordered on an excursion or to work overtime for more than two hours without having had notice the previous working-day, he shall be provided with a meal at the employer's expense or be paid 2s. meal-money in lieu thereof.

*Term of Engagement*

10. The engagement, except in the case of casual engineers, shall be a weekly one, and the weekly wage shall be paid without deduction, save for time lost through the engineer's own default or through sickness.

*Casual Labour*

11. All casual engineers employed shall be paid an additional 6d. per hour above the ordinary rates of wages. A "casual engineer" shall mean one who is employed for fourteen days or less.

*Getting-ready Time*

12. Where any engineer is required to get his engines ready to start work, and this involves his starting outside his ordinary working-hours, he shall be paid, in addition to his wages, at ordinary rates of pay for the time worked.

*General Conditions*

13. (a) The places of starting work shall be Auckland, Devonport, Bayswater, and Birkenhead respectively. A worker required to travel to any of the above-mentioned places from the usual place of starting shall be paid ordinary rates each way for the time reasonably occupied in so travelling.

(b) When a crew is notified to be on duty and the steamer's charter is cancelled, an allowance of three hours, including travelling-time, shall be given, provided cancellation of such notification is not given to the worker at least two hours prior to his time of starting work for the day.

(c) At the end of three months' continuous service an engineer shall be provided with a set of overalls, and thereafter with a set on completion of each six months' continuous service.

## PART II.—APPLICABLE TO LAUNCH-DRIVERS

*Hours of Work*

1. (a) The weekly hours of work for launch-drivers shall be forty-two, not exceeding nine hours to be worked in any one shift and not exceeding six shifts to be worked in any one week.

(b) For the purpose of this award the week shall commence at midnight on Sunday and terminate at midnight on the Sunday following or on the termination of the Sunday night shift.

*Wages*

2. The minimum rate of wages shall be £6 17s. 3d. per week.

*Overtime*

3. (a) When a worker is required to work in excess of nine hours in any one shift, other than getting-ready time, whatever additional hours he may work on such shift shall be paid for at the rate of time and a half for the first four hours and double time thereafter; and the hours so worked shall not be included as part of the weekly hours.

(b) Subject to the provisions of subclause (a) hereof, all time worked in excess of the ordinary forty-two hours in any one week shall be paid for at time and a half rates.

(c) Workers required to work on their days off shall be paid at the rate of double time, with a minimum of four hours.

*Sunday and Holiday Time*

4. All workers who are employed on Sunday, Anzac Day, Christmas Day, and Good Friday shall be paid for such work at ordinary time rates in addition to their weekly wages. Casual workers employed on such days shall be paid at double ordinary time rates.

*Holidays*

5. (a) Twenty-one days' holiday on full pay each nine months shall be given to all workers who have been in the employer's service for a period of nine months. This holiday shall be given on consecutive days, as arranged by holiday roster, as mutually arranged between the employer and the union.

(b) When any worker who has been in the employ of the employer for not less than one month is discharged or leaves of his own accord, he shall be paid for holidays to which he is entitled on a *pro rata* basis.

*Casual Labour*

6. All casual launch-drivers employed shall be paid an additional 6d. per hour above the ordinary rates of wages. A "casual launch-driver" shall mean one who is employed for fourteen days or less.

PART III.—APPLICABLE TO WORKERS EMPLOYED UNDER PARTS I  
AND II

*Increases in Rates of Remuneration*

1. The two general orders made under the Rates of Wages Emergency Regulations 1940, and dated the 9th August, 1940, and the 31st March, 1942, respectively, shall be deemed to be incorporated in this award and shall have effect according to their tenor.

*Matters not provided for*

2. Any dispute in connection with any matter not provided for in this award shall be settled between the employer concerned and the secretary or president 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 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.

*Workers to be Members of Union*

3. (a) Subject to the provisions of subsection (5) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, 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.

(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.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union commits a breach of this award, and shall be liable accordingly.

(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*

4. (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.

#### *Scope of Award*

5. This award shall apply only to the parties named herein.

*Term of Award*

6. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of April, 1945, 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 13th day of December, 1946.

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 December, 1945.

[L.S.]

A. TYNDALL, Judge.

## MEMORANDUM

The principal matters in dispute related to hours of work, broken shifts, wages, arrangement of duties, overtime, Sunday and holiday rates, holidays, casual labour, getting-ready time, general conditions (subclauses (b) and (c)), and term of award.

In making wages payable retrospectively to the 1st April, 1945, the Court has taken into consideration an application under the provisions of the Economic Stabilization Emergency Regulations 1942 for amendment of the expiring award.

Provision for an extra hourly payment for workers employed on broken shifts has been introduced and the annual leave provisions improved. In doing this, the Court has had in mind the conditions which apply to workers engaged in most of the tramway undertakings of the Dominion. The services rendered to the public by the Devonport Steam Ferry Co. and the tramway authorities have some points of similarity, although it is true they are not entirely similar.

Mr. Prime desires to express the opinion that the provision of an extra rate for broken shifts and the substantial improvement in the holiday conditions are not fully justified, but, to avoid a deadlock, refrains from recording a formal dissent.

Mr. Monteith is not in agreement, and his dissenting opinion follows.

A. TYNDALL, Judge.

## DISSENTING OPINION OF MR. MONTEITH

I dissent from this award. These men can be called upon under this award to work a forty-eight-hour week at ordinary rates—*e.g.*, forty-two hours plus, say, six hours getting-ready time, making a total of forty-eight. I do not know any other



section of workers associated with public suburban transport who are asked to work such hours at ordinary rates. In addition, when getting-ready time is taken into consideration, they will have to work ten hours a day before overtime is payable. I am strongly of the opinion that a forty-eight-hour week at ordinary rates, and a limit of ten hours per day before overtime is payable, are unreasonable. The 1d. per hour allowance awarded by the majority of the Court for broken shifts is too little; it should be 2d. per hour, the same as is received by Auckland tramway employees. The twenty-one days' holiday each nine months is a belated recognition of the fact that these workers work all statutory holidays. All the tramway workers in New Zealand have enjoyed this provision in awards or agreements made since the passing of the Annual Holidays Act, but these engineers still have to work approximately eight hours a week more than other workers at ordinary rates. It works out at twelve extra days a year at ordinary rates for the additional two hours a week, without taking into consideration any getting-ready time. Again, I think it is unreasonable that nine hours a day, plus getting-ready time, can be worked before overtime is payable. No tramway employees' awards contain such a provision.

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