

**MASTER AND MATE, S.S. "COBAR."—AWARD**

In the Court of Arbitration of New Zealand, Wellington 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 Merchant Service Guild Industrial Union of Workers (hereinafter called "the union") and the undermentioned Council (hereinafter called "the employers") :—

Eastbourne Borough Council, Eastbourne, 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 on the day of the date hereof, and shall continue in force until the 31st day of October, 1948, 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 31st day of October, 1946.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

##### *Industry to which Award applies*

1. This award shall apply to the master and mate (relieving master) of the s.s. "Cobar" operated by the Eastbourne Borough Council.

##### *Wages*

2. The minimum rates of wages to be paid per week shall be as follows:—

Master, £8 3s. 6d.

Mate (relieving master), £7 3s. 6d.

##### *Increase in Rates of Remuneration*

3. 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.

##### *Hours of Work*

4. The ordinary hours of work shall not exceed forty-four hours per week or eight hours per day, to be worked between 7 a.m. and 5 p.m. on six days of the week, Monday to Saturday inclusive.

##### *Overtime*

5. (a) All time worked outside or in excess of the daily hours prescribed in clause 4 hereof shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

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

#### *Sunday Work*

6. All time worked on Sundays shall be paid for at double time rates, with a minimum of four hours.

#### *Holidays*

7. Masters and relieving masters shall receive after each nine months' service three weeks' holiday on full pay.

(NOTE.—The extra holidays granted in this clause are given in compensation for work performed on holidays.)

#### *Meal Intervals*

8. One hour shall be allowed for the midday meal, and when working throughout the night one hour shall be allowed for an evening meal.

#### *Booking Off*

9. Any master or relieving master may be booked off, but not for less than two hours of any day. When booked off at Wellington, employees shall be transported to and from their home town. Time occupied in so travelling shall be deemed to be time worked.

#### *Uniform*

10. If the Council require uniforms to be worn, one suit per year shall be supplied by the employer.

#### *Bad Weather*

11. When the master is required to return his vessel to Wellington owing to weather conditions, two hours' overtime shall be paid, plus 15s.

#### *Overhauls*

12. The present conditions relating to overhauls, which provide for an additional payment of 15s., shall continue.

*Terms of Employment*

13. The engagement shall be a weekly one, and the wages shall be paid weekly without deduction save for time lost through the workers' own default or sickness. Not less than one month's notice of the termination of employment shall be given by either party.

*Matters not provided for*

14. The essence of this award being that the work of the employer shall not on any account whatsoever be impeded but 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 as to any matter whatsoever arising out of or connected therewith and not dealt with in this award, every such dispute or difference shall be settled between two representatives of the Guild and two representatives of the employer concerned, 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 within fourteen days after such decision shall have been communicated to the party desiring to appeal.

*Workers to be Members of Union*

15. (a) Subject to the provisions of section 18 (5) 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) It shall be a breach of this award for any worker to accept employment and work under this award for a period of fourteen days without becoming a financial member of the union.

*Scope of Award*

16. This award shall apply to the parties named herein.

*Term of Award*

17. This award shall come into force on the day of the date hereof, and shall continue in force until the 31st day of October, 1948.

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 31st day of October, 1946.

[L.S.]

A. TYNDALL, Judge.

## MEMORANDUM

The matters in dispute and settled by the Court related to wages, hours of work, and overtime.

In deciding the above issues the majority of the Court has kept in mind the wide variations in the running schedules of the vessel during the year and, in particular, the relatively light nature of the duties required to be performed by the master during the winter months.

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

A. TYNDALL, Judge.

## DISSENTING OPINION OF MR. MONTEITH

I dissent from this award in regard to all three matters decided by the Court.

To-day no suburban transport workers known to me have a forty-four-hour week, except those covered by this award. The wages do not show any reflection of the hours which have been awarded—viz., forty-four—and the overtime awarded by the two clauses settled by the Court means that in certain circumstances these workers can work seven hours a day overtime (after doing a forty-four-hour week) and only get time and a half rates.