

DEVONPORT STEAM FERRY CO.'S **ENGINEERS.**—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 on the 19th day of July, 1948, and shall continue in force until the 19th day of July, 1949, 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 15th day of July, 1948.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Hours of Work

1. (a) The weekly hours of work for river engineers shall not exceed forty per week, not exceeding eight and a half hours to be worked in any one shift, and not exceeding five shifts to be worked in any one week.

(b) Engineers shall be employed weekly on day and night shifts alternately, unless otherwise arranged by mutual consent between the employer and the union.

(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 such shifts rotate, and when the complete shift worked exceeds a span of eleven consecutive hours, such hours shall be paid at overtime rates.

(b) Engineers when employed on broken shifts shall be paid 2d. per hour extra.

Wages

3. Engineers shall be paid a minimum rate of £8 per week. A worker in sole charge of a Diesel engine or in sole charge of the engine-room of the s.s. "Muritai" shall be paid 12s. 6d. per week in addition to the above rate.

Shift Allowance

4. All workers required to work shifts commencing before 6 a.m. or finishing after 6 p.m. shall be paid 2s. per shift extra as a shift allowance: Provided, however, that this

payment shall not be made to any workers on an all-night shift who by virtue of an agreement between the parties receive double time rates for working between midnight and 6 a.m.

Arrangement of Duties

5. (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) Engineers' days off shall be specified in the schedule of duties and shall be given on consecutive days, unless otherwise arranged by mutual consent of the employer and the union.

Overtime

6. (a) When a worker is required to work in excess of eight and a half 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 three 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 hours in any one week shall be paid for at time and a half rates.

(c) Engineers required to work on their days off shall be paid at overtime rates. On one of the days off to be nominated in the duty roster (to be called the available day) an engineer required to work shall be paid for all time worked at the rate of time and a half, with a minimum payment of four hours. On the other day off to be nominated in the duty roster (to be called the official day off) an engineer required to work shall be paid for all time worked at the rate of double time, with a minimum payment of four hours.

Saturday, Sunday, and Holiday Time

7. (a) If a worker is required to work on Saturday as one of his five ordinary working-days of the week, he shall be paid at one-half ordinary time rate in addition to his weekly wage. Casual workers shall be paid at time and a half rates for work performed on Saturdays.

(b) 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

8. (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.

The holiday roster shall be posted fourteen days before the commencing date of the holidays.

(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

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

Meals

10. 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. 3d. meal-money in lieu thereof.

Term of Engagement

11. 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

12. 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

13. Where any worker is required to get his engines ready to start normal work, and this involves starting work outside his ordinary working-hours, he shall be paid for such getting-ready time so worked at the rate of time and a half, but time so worked shall not be taken into account in determining the incidence of double time under clause 6 (a) of this award.

General Conditions

14. (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 of pay 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 four 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.

(d) The employer shall provide each worker with a locker in which clothing not worn during working-hours may be safely stowed: Provided, however, that this subclause shall not operate if the Building Controller refuses the employer a permit for the provision of such accommodation.

(e) Wash-basins and showers shall be provided on steam-vessels for the use of crews.

Matters not provided for

15. 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

16. (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

17. (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

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

Term of Award

19. This award shall come into force on the 19th day of July, 1948, and shall continue in force until the 19th day of July, 1949.

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 15th day of July, 1948.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The matters referred to and settled by the Court were as follows: Daily hours of work (clause 1 (a)), payment for broken shifts (clause 2 (b)), wages (clause 3), shift allowance (clause 4), overtime (clauses 6 (a) and (b)), payment for Saturday, Sunday, and holiday work (clause 7), getting-ready time (clause 13), accommodation for stowage of workers' clothes (clause 14 (e)), and provision of conveyance for workers when public transport not available.

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

A. TYNDALL, Judge.

DISSENTING OPINION OF MR. PRIME

I dissent from this award. The reduction in the daily ordinary hours of work savours of the hypocritical. Nobody pretends—not even the workers themselves—that the reduction in award hours will result in any worker having to work fewer hours; the only result will be the compulsory payment of overtime rates for work normally required to carry on an essential service. The increases in the broken-shift rate and the rate for shifts starting before 6 a.m. or finishing after 6 p.m. involve further increases in the cost of supplying the service to the public. To me it seems ridiculous to say that a man who finishes his normal day's work at, say, 6.15 p.m.

should have to be paid an additional 2s. for an extra quarter of an hour. As to the penalty rate for Saturday work, I still hold to the view which I have expressed several times that it is wrong and economically unsound to compel the payment of penalty rates for time worked within forty hours a week in carrying on an essential service. In this case the service is one which is used by workers more than by any other section of the public, and for all these fancy conditions workers generally will have to pay sooner or later, either in increased fares or reduced service. The final result will in all probability be further discontent.
