

DEVONPORT STEAM FERRY CO.'S EMPLOYEES.—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 Devonport Ferry Company's Employees' 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 all workers shall not exceed forty, consisting of not more than five shifts, not exceeding eight and a half hours to be worked in any one shift.

(b) Workers shall be employed weekly on morning and afternoon shifts alternately, unless otherwise arranged by mutual consent of the employer and the union: Provided that a period of at least eight hours off duty shall be allowed between each shift worked. All hours required to be worked 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 finish at midnight on the Sunday following or on the termination of the Sunday night shift.

Broken Shifts

2. (a) When necessary, workers 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 workers 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) Workers when employed on broken shifts shall be paid 2d. per hour extra.

Wages

3. (a) The minimum rates of wages shall be:—

	Per Week.		
	£	s.	d.
Masters	8	0	0
Mates	6	10	6
Firemen	6	8	6
Ticket-checkers	6	4	0
Night-watchmen	6	11	0
Ticket-sellers	6	8	6
Ferry-coalers	6	8	6

(b) Mates when employed on the Birkenhead vehicular ferry service or on the all-night Devonport shift shall be paid 2s. 6d. per shift extra.

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. When alterations are necessary for a public-holiday period, notice of such alteration shall be posted not later than four days before the alteration is to take effect.

(b) The workers' 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.

(c) When a worker is transferred to other duties before completing his rostered shifts, his days off on the notice of duties shall apply, unless otherwise mutually arranged between the employer and the worker.

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) Workers 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) any employee 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) any employee required to work shall be paid for all time worked at the rate of double time, with a minimum payment of four hours.

(d) Workers called forward to commence work more than one hour before their rostered starting-time shall be paid a minimum of two hours at overtime rates.

(e) Workers called back after completion of rostered shift shall be paid a minimum of four hours at overtime rates.

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 commencement of holiday period.

(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. When coaling steamers, crews shall be given assistance by ferry coalers until coaling and cleaning up has been completed. Masters shall not be required to take part in coaling.

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.

Terms of Employment

11. The engagement, except in the case of casual workers, shall be a weekly one and the wages shall be paid weekly without deduction, save for time lost through the worker's own default or sickness.

Casual Labour

12. All casual labour shall be paid 6d. per hour extra over the ordinary rate of wages for the particular class of work. A "casual worker" shall mean one who is employed for fourteen days or less.

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) The starting-place for ticket-sellers shall be Beaumont Street, Ferry Buildings, Mechanics' Bay, and Devonport respectively.

(c) Firemen employed on steamers shall be allowed one hour to get ready. The time allowed deck crews shall be one-quarter of an hour.

(d) 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; the firemen shall receive the additional allowance for getting ready, 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.

(e) At the end of six months' continuous service, masters, mates, and ticket-checkers shall be provided with a uniform comprising cap and a two-piece suit, and thereafter with a further uniform on the completion of each further two years' continuous service—*i.e.*, a second uniform shall be provided on the completion of two and a half years' total continuous service, and a third uniform shall be provided on the completion of four and a half years' total continuous service, and so on.

(f) At the end of three months' continuous service, firemen, ferry coalers, and engine-room night-watchmen shall be provided with a set of overalls, and thereafter with a set on completion of each six months' continuous service.

(g) All wages shall be paid not later than Thursday of each week during working-hours.

(h) Deck night-watchmen shall be provided with waterproof coats and gum boots.

(i) Adequate and suitable accommodation in which clothing not worn during working-hours may be safely stowed shall be furnished by the employer: Provided, however, that this subclause shall not operate if the Building Controller refuses the employer a permit for the provision of such accommodation.

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

(k) A St. John or other similar first-aid outfit, suitably equipped, shall be provided by the employer on all vessels and ticket offices.

Workers to be Members of Union

14. (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

15. (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.

Matters not provided for

16. The essence of this award being that the work of the employers 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, or any of them, 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 the employer and the secretary and president, together with two members of the executive 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 within seven days after such decision shall have been communicated to the party desiring to appeal.

Scope of Award

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

Term of Award

18. 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)), all wage rates (clause 3 (a)), shift allowance (clause 4), overtime (clause 6 (a) and (b)), payment for Saturday work (clause 7 (a)), minimum payment for time worked on holidays, accommodation for stowage of workers' clothing (clause 13 (i)), 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.
