

UNION STEAM SHIP CO. OF NEW ZEALAND, LTD., **STEAM-TUG  
MASTERS.—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 under-mentioned company (hereinafter called “the employers”):—

Union Steamship Co. of New Zealand, Ltd., 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 27th day of September, 1948, and shall continue in force until the 27th day of September, 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 24th day of September, 1948.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

##### *Industry to which Award Applies*

1. This award shall apply to the parties named herein covering the wages and conditions of the masters of the tugs "Tapuhi" and "Taioma."

*Hours of Work*

2. (a) The ordinary hours of work shall not exceed eight per day, to be worked between 8 a.m. and 5 p.m. on five days of the week, Monday to Friday, both days inclusive.

(b) When ordered down for a job before 8 a.m. the hours for the day shall commence half an hour before the time ordered, and when finishing for the day the master shall be allowed reasonable time after berthing for the purpose of making the tug secure.

*Wages*

3. The minimum rates of wages shall be:—

|                         | Per Calendar Month. |    |    |
|-------------------------|---------------------|----|----|
|                         | £                   | s. | d. |
| Master of s.s. "Taioma" | .. 45               | 1  | 8  |
| Master of s.s. "Tapuhi" | .. 45               | 1  | 8  |

*Overtime*

4. (a) All time worked outside or in excess of the hours prescribed in clause 2 hereof shall be paid for at the rate of 7s. 9½d. per hour, except time worked on Sundays or holidays, which shall be paid for at the rate of 10s. 5d. per hour.

(b) A master ordered to start a job between 7 p.m. and 6 a.m. or on Saturdays shall receive a minimum of three hours' employment or payment equivalent thereto, and if on Sundays or holidays, shall receive a minimum of four hours' employment or payment equivalent thereto, and should he be called out a second occasion on the Sunday or holiday he shall receive a minimum of eight hours' employment for the day or payment equivalent thereto.

(c) Masters required to continue work after 6 p.m., Monday to Friday, or after 1 p.m. on Saturday shall be paid 2s. 3d. meal allowance. Where work is to continue beyond 11 p.m. on any night, an allowance of 2s. 3d. shall also be made for supper.

*Annual Leave*

5. Tugmasters shall receive three weeks' annual leave on full pay.

*Other Holidays*

6. In addition to their annual holidays, the following days shall be observed as holidays: New Year's Day, Anzac

Day, Anniversary Day, Good Friday, Easter Monday, Labour Day, the birthday of the reigning Sovereign, Christmas Day, Boxing Day.

In the event of any of the holidays specified above occurring during the period of the annual holiday, such day or days shall be added to the number of days provided herein for the annual holiday.

#### *Work Outside "Extended-River Limits"*

7. When a tug is required to proceed beyond extended-river limits on special duty, on all such occasions the officers of such tug covered by this award shall be paid their ordinary wage plus 50 per cent. in lieu of overtime, such special payment to count from date of leaving berth until return thereto, day of departure and return each to be reckoned as a full day: Provided, however, that for any Saturday and/or Sunday which may occur during the period a tug is on special duty such officers shall be allowed a day off for each such Saturday or Sunday, or part thereof, or shall be paid an extra day's pay at sea rate for each such day or part thereof.

#### *Uniform Trimmings*

8. Should the master requisition for uniform trimmings, the company shall supply same free of cost, but not more often than once in eighteen months.

#### *Meal Hours*

9. (a) The recognized meal hours shall be :—

Breakfast: 7 a.m. to 8 a.m. (where work commenced at 5 a.m. or earlier).

Dinner : 12 noon to 1 p.m.

Tea : 5 p.m. to 6 p.m.

Supper : 10 p.m. to 11 p.m. (where worked is to continue beyond 11 p.m.).

(b) Masters shall if required, work during meal-hours and shall be paid overtime for such work, with a minimum payment of half an hour, but if the half-hour is exceeded, then a full hour shall be paid for.

*Transport*

10. (a) When required to start or finish work at times when the usual means of transport is not available, masters of tugs shall be conveyed to or from their homes at the company's expense.

(b) When a master is required to proceed to his work on a tug lying at a berth over one and a half miles distant from the usual berth at which the master commences duty, he shall be compensated for travelling by payment of 1s. 6d. per day.

*Termination of Employment.*

11. The employment shall be a monthly one and, excepting for conduct justifying a summary dismissal, not less than one month's notice of the termination of employment shall be given by either party.

*Workers to be Members of Union*

12. (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.)

*Disputes*

13. 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 the award (not being a question affecting rates of pay or hours of work), or if any dispute or difference shall arise between the parties, or any of them, in connection with any matter relevant to but not dealt with in the award, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

*Scope of Award.*

14. This award shall apply only to the parties named herein and shall cover the wages and conditions of the masters of the tugs "Tapuhi" and "Taioma."

*Term of Award*

15. This award shall come into force on the 27th day of September, 1948, and shall continue in force until the 27th day of September, 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 24th day of September, 1948.

[L.S.]

A. TYNDALL, Judge.

## MEMORANDUM

The only matters settled by the Court were wages and overtime (subclause (a)). In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.