
DEVONPORT STEAM FERRY COMPANY'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 Company, Limited, 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 28th day of August 1954, 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 28th day of August 1953.

[L.S.]

W. F. STILWELL, 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) 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 paid for at ordinary time rates in addition to the weekly wage.

(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 5d. per hour extra.

Wages

3. (a) Engineers shall be paid a minimum rate of £10 18s. per week.

(b) Diesel engineers on a double engine ship or the engineer on the s.s. " Muritai " shall be paid 3s. per shift in addition to the above rate.

(c) Diesel engineer on a single engine ship shall be paid 4s. per shift in addition to the weekly wage.

(d) Engineers with Diesel and steam tickets regularly employed on Diesel vessels when required to be temporarily transferred to a steam vessel shall be paid 1s. 3d. per shift in addition to the ordinary weekly rate for steam vessels whilst so employed.

Shift Allowance

4. All workers required to work shifts commencing before 6 a.m. or finishing after 6 p.m. shall be paid 3s. 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.

(c) 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.

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) Any worker who works on one of his rostered days off shall be paid for all time worked at time and a half for the first three hours and double time thereafter with a minimum payment of six hours, provided the worker is available and willing to work for such minimum period.

(d) Workers called back after completion of rostered shift shall be paid a minimum of four hours at overtime rates. When such call backs are cancelled by the employer after the completion of rostered shifts such workers shall be paid a minimum of two hours' pay at overtime rates.

Saturday, Sunday and Holiday Time

7. (a) If a worker is required to work on Saturday he shall be paid at one-half ordinary time rate in addition to his weekly wage, with a minimum payment of six hours.

(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. The minimum payment for shifts worked on any of the above days shall be six hours.

Holidays

8. (a) Twenty-one days' holiday on full pay each nine months shall be given to all workers who have been in the employers' 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 3s. 6d. 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 7d. 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 subclause (a) of clause 6 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) On occasions when a worker is required to commence work after the cessation of public wheeled traffic or before the ordinary time of starting of such traffic or when a worker is required to work beyond the time of cessation of public wheeled traffic or to cease work before the ordinary time of starting of such traffic, and in the event of the worker's genuine place of residence being over $1\frac{1}{2}$ miles from his place of work, he shall be conveyed from his place of residence to his place of work, or from his place of work to his place of residence as the case may be, at the expense of the employer, or in lieu of free conveyance the employer may pay the worker on each such occasion a transportation allowance amounting to 1s. $1\frac{3}{4}$ d. per mile for each mile in excess of $1\frac{1}{2}$ miles between the worker's place of residence and his place of work: Provided, however, that such allowance shall not exceed 3s. $5\frac{1}{2}$ d. in respect of any one occasion.

No worker whose genuine place of residence is within $1\frac{1}{2}$ miles of his place of work shall qualify for free conveyance or any payment under this subclause.

For the purposes of this subclause distances shall be measured by the shortest available route accessible to motor vehicles, and "public wheeled traffic" shall be deemed to mean trams, buses, trains, or ferries ordinarily used by workers travelling to or from their work.

(c) 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.

(d) 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.

(e) At the end of twelve months' continuous service, engineers shall be provided with one pair of boots, and thereafter a further pair on completion of each six months' continuous service.

(f) The employer shall provide each worker with a locker in which clothing not worn during working-hours may be safely stowed.

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

(h) When ordinary roster duty sheets are altered the union shall be consulted.

(i) When a worker is called on to work on one of his rostered days off and such engagement is cancelled by the employer less than four hours before the commencement of the shift, he shall be paid a minimum of two hours at ordinary time rates.

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, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 25th day of July 1953, and so far as all other provisions of the award are concerned it shall come into force on the day of the date hereof ; and this award shall continue in force until the 28th day of August 1954.

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 28th day of August 1953.

[L.S.]

W. F. STILWELL, Judge.

MEMORANDUM

The matters settled by the Court related to wages (clause 3 (a)), getting-ready time (clauses 6 (a) and 13), and term of award, including the operative date of provisions relating to wages.

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

W. F. STILWELL, Judge.

DISSENTING OPINION OF MR. ALLERBY

I dissent from the majority decision of the Court in this award in respect of wages and getting-ready time.

In my opinion the workers under this award should receive wages comparable to those paid for similar work under the amended Marine Engineers' award. Further, time occupied in getting the ferry ready for the day's run should be counted in the ordinary day's work, thus reducing the time when the workers would become entitled to double time.