

AUCKLAND DREDGEMASTER—INDUSTRIAL AGREEMENT

[Filed in the Office of the Clerk of Awards, Auckland]

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 21st day of February 1958 between the New Zealand Merchant Service Guild Industrial Union of Workers (hereinafter called “the union”) of the one part and the Auckland Harbour Board, Auckland (hereinafter called “the employer”) of the other part, whereby it is mutually agreed by and between the said parties as set out in the following schedule:

SCHEDULE

Scope of Agreement

1. This agreement shall apply to all the parties hereto governing the wages and conditions of employment of the master of the Auckland Harbour Board's dredge *Hapai*.

Hours of Work

2. The ordinary hours of work shall be forty per week, to be worked between 8 a.m. and 5 p.m. Monday to Friday inclusive.

Shift Work

3. (a) Notwithstanding anything contained in clause 2 hereof shifts may be worked as required by the employer. Eight hours shall constitute a shift, and the ordinary hours of work shall be forty per week: Provided that while employed on shift work on Saturday such time worked shall be paid for at the rate of time and a half and while employed on Sunday at the rate of double ordinary time.

(b) A shift allowance of 3s. 6d. per shift shall be paid while employed on afternoon or night shifts. Any shift starting or finishing outside the hours of 6 a.m. and 6 p.m. shall be deemed to be an afternoon or night shift.

Wages

4. (a) The wages shall be seven hundred and thirty-one pounds, seven shillings and ninepence (£731 7s. 9d.) per annum payable per calendar month.

(b) The rates of remuneration determined by this agreement shall be increased to the extent and in the manner prescribed by the general order of the Court made under the Economic Stabilisation Regulations 1953, and dated the 26th day of October 1956.

(EXPLANATORY NOTE—The general order of 26 October 1956 increased rates of remuneration determined by awards and industrial agreements by an amount equal to 18 per cent thereof, but excluded from the scope of the increase—

- (1) Such portion of the remuneration of each worker in each week as exceeded the amount of £13 in the case of adult male workers, the amount of £9 15s. in the case of adult female workers, and the amount of £7 10s. in the case of male and female workers under the age of twenty-one years, and;
- (2) All allowances in respect of tools, bicycles, motor vehicles, protective or special clothing, or special footwear.

The term "remuneration" means salary or wages, and includes time and piece wages and overtime and bonus and other special payments; and also includes allowances, fees, commission, and any other emolument, whether in one sum or several sums: and also includes travelling expenses.)

Overtime

5. (a) All time worked outside the ordinary hours specified in clause 2 hereof or outside the ordinary shift hours (when the dredge is working shift) shall be paid for at the rate of time and a half for the first three hours in any one day and double ordinary time thereafter.

(b) All work performed on Sundays and holidays shall be paid for at double ordinary time rates, with a minimum of four hours.

(c) Except in the case of shift work, all work performed on Saturdays shall be paid for as follows:

Midnight Friday to 8 a.m. Saturday	Double ordinary time.
8 a.m. to 12 noon	Time and a half.
After 12 noon	Double ordinary time.

A minimum of four hours shall be allowed for each call out: Provided that by reason of this clause the Master shall not be entitled to be paid a greater sum than he would have received had he been continuously employed.

Annual Holidays

6. The Master shall, after the completion of each year of service, be entitled to two weeks' holiday on ordinary pay.

In the event of any of the holidays specified in clause 7 hereof occurring during the period of the annual holidays, such day or days shall be added to the annual holiday.

Other Holidays

7. In addition to the annual holiday, the following days shall be observed as holidays: New Year's Day, Anzac Day, Provincial Anniversary Day, Good Friday, Easter Monday, Labour Day, the birthday of the reigning Sovereign,

Christmas Day, Boxing Day, and the Harbour Board Employees' Union Picnic Day. If any of these holidays shall be observed on any other day than that on which it falls, the provisions of this agreement shall apply to such other day instead of the original day.

Termination of Employment

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

Term of Agreement

9. This agreement, in so far as it relates to rates of wages, shall be deemed to have come into force on the 1st day of March 1957, and so far as all other provisions of this agreement are concerned, it shall come into force on the 1st day of July 1957 and shall continue in force until the 30th day of June 1958.

Signed on behalf of the New Zealand Merchant Service Guild Industrial Union of Workers:

F. J. AGNEW, Executive Officer.
J. W. DICKINSON, Secretary.

Signed on behalf of the Auckland Harbour Board:

A. W. JENKYNs, Chairman.
V. A. C. CHRISTIANSEN, Secretary.

NEW ZEALAND FURNITURE, GLASS-WORKING, AND WICKERWORKING INDUSTRIES—APPEAL FROM DECISION OF APPRENTICESHIP COMMITTEE

In the Court of Arbitration of New Zealand, Wellington Industrial District—In the matter of the Apprentices Act 1948; and in the matter of the New Zealand Furniture, Glass-working, and Wickerworking Industries Apprenticeship Order, dated the 10th day of September 1956 and recorded in 56 Book of Awards 1580; and in the matter of an appeal by B. H. Stewart from a decision of the Wanganui Furniture Trades Apprenticeship Committee.

JUDGMENT OF THE COURT DELIVERED BY TYNDALL, J.

THIS is an appeal under section 14 (4) of the Apprentices Act 1948 from a decision of the Wanganui Furniture Trades Apprenticeship Committee.

Barry Joseph Shaw, a minor born on 28 December 1940, was apprenticed to Mr Bernard Harold Stewart in the wickerworking branch of the furniture, lead-light working, glass bevelling and wickerworking and perambulator-making industry. The term of the apprenticeship is 10,000 hours commencing on 20 August 1956. The contract provides for a period of probation of three months during which the apprentice and his parent or guardian could have cancelled the contract under section 26 (3) of the Apprentices Act, but no action in this direction was taken. About twelve months after the commencement of the contract the apprentice approached his employer with the object of having the contract terminated by mutual consent, and admits that he offered to pay the employer £50 in consideration of his release. The employer would not consent, with the result that on 2 December 1957 the matter was referred to the Wanganui Furniture Trades Apprenticeship Committee.

The grounds given to the committee by the apprentice in support of his application were:

"Fed up with indoor work, have had an excellent position offered on a sheep farm, also suffering from ear trouble."

The committee considered the case on 2 and 19 December and after hearing the interested parties and obviously devoting a great deal of thought to the problem passed the following resolution by a bare majority:

"That the boy's application to terminate the contract be granted."

The employer has lodged an appeal from the decision of the committee on the grounds

"that the apprentice has no reason for termination of contract other than a desire to obtain another position for which he offered £50 for his release three months ago and was refused."

The Court heard extensive evidence from the employer, the apprentice and his mother, the owner of a sheep farm who is an uncle of the apprentice, and from a member of the committee.

It is common ground that both the employer and the apprentice up to the date of the committee's decision had fully complied with all their obligations under the contract and that the apprentice had made very good progress.

We were advised that the decision of the committee was based on the following considerations:

- (1) The apprentice had endeavoured to terminate his contract in the correct manner.
- (2) The apprentice had acted in an honourable way towards his employer in so far as conducting himself in such a manner as to give the employer no grounds for discharging him.
- (3) The apprentice has an opportunity offered him which will give him an equally assured future, and one that may not be available at the conclusion of the contract.
- (4) By leaving now he will create a vacancy for his employer at a time when there are more youths seeking employment.
- (5) That his health may be improved by working outside in the open air.

The contract of apprenticeship contains the usual covenant on the part of the apprentice and the guardian jointly and severally that the apprentice will serve the employer as such apprentice for the term and upon and subject to the conditions set forth in the contract.

In regard to the five considerations which are stated to have influenced the committee, we are not disposed to give any weight to numbers 1 and 2 although they appear to be factual.

Concerning ground number 3, we are not altogether satisfied after hearing the evidence that it represents a sound assessment of the position, and in any case in our opinion it does not afford an adequate reason for the compulsory termination of the contract.

The fourth consideration resting upon the alleged availability of more youths in Wanganui at the present time was completely undermined by evidence.

The fifth ground is speculative in character and was not supported by any direct medical testimony. We are given to understand that when the boy commenced his term of apprenticeship a certificate of his fitness for employment in the factory was granted pursuant to section 37 of the Factories Act 1946.

After weighing the evidence and giving careful consideration to all aspects of the case, we have reached the conclusion that the contract should be upheld, and the appeal of the employer is therefore allowed.

Dated this 19th day of March 1958.

[L.S.]

A. TYNDALL, Judge.