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NORTHERN CANVAS WORKERS (SHIP WORK) AND RIGGERS—AWARD

In the Court of Arbitration of New Zealand, Northern Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Auckland Saddlers, Collar Makers, Bag Makers, Sailmakers, Riggers and Related Trades Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned firms and companies (hereinafter called “the employers”):

- Auckland Stevedoring Co. Ltd., Quay Street, Auckland.
- Burns, John, and Co. Ltd., Custom Street East, Auckland.
- Cookes (N.Z.) Wire Rope Co. Ltd., Carbine Road, Auckland.
- North Shore Ferries Ltd., Quay Street, Auckland.
- Leonard and Dingley Ltd., Quay Street, Auckland.
- Northern Steamship Co. Ltd., Quay Street, Auckland.
- Union Steamship Co. of New Zealand Ltd., Quay Street, Auckland.

THE COURT of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 130 of the Industrial Conciliation and Arbitration Act 1954, 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 31st day of December 1963 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 30th day of July 1962.

[L.S.]

K. G. ARCHER, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to all persons employed by shipping companies in the manufacturing or repairing of sails, tents, canvas covers, tarpaulins and all canvas work, and any other class of worker recognised and related to the afore-mentioned trades; also any person who, not coming within the scope of any other industrial union, is employed on rigging.

For the purposes of this award "rigging" shall include the splicing, maintenance, repair, or testing of any rope or wire rope; the manufacture and repair of fenders made with material other than wood; the repair and making up of nets and/or manufactured matting (paunch, sword, and similar types made of rope); the preparation of rigging on masts preparatory to their being stepped; the reeving and maintenance of mechanical hoist wires; and the fitting of sockets on wire ropes.

Classification of Workers

2. The classification of workers shall be journeymen, apprentices and any other class the trade may require.

Hours of Work

3. Forty hours shall constitute a week's work, to be worked between 8 a.m. and 5 p.m. on five days of the week and from Monday to Friday inclusive.

Wages

4. (a) The minimum rate of wages for journeymen shall be £13 17s. 6d. per week, except that where the period of employment is less than four weeks the minimum rate shall be 6s. 11½d. per hour.

(b) The minimum rate of wages for workers employed solely on winding, measuring, cutting and/or coiling of any rope or wire rope shall be £13 13s. 4d. per week, except that where the period of employment is less than four weeks the minimum rate shall be 6s. 10d. per hour.

(c) There shall be no deduction from the weekly wage except where the worker is absent through his own default or through accident or illness. Where a worker is employed on a weekly wage, the notice of dismissal or of leaving shall be one week on either side, and where employed on an hourly rate the notice shall be one day on either side.

Increase in Rates of Remuneration

5. On and after the 26th day of July 1962 the rates of remuneration determined by this award 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 4th day of July 1962.

(EXPLANATORY NOTE—The general order of 4 July 1962, which took effect on 26 July 1962, increased rates of remuneration determined by awards and industrial agreements by an amount equal to 2½ per cent thereof, but excluded from the scope of the increase all allowances in respect of tools, bicycles, motor vehicles, protective or special clothing, or special footwear.

For the purposes of the general order the term “remuneration” in relation to rates determined by awards and industrial agreements is defined by the regulations as meaning salary or wages; and includes time and piece wages and overtime and bonus and other special payments; and also includes allowances, fees, commissions, and any other emolument, whether in one sum or several sums; and also includes travelling expenses.)

Overtime

6. All time worked in any day beyond the hours mentioned in clause 3 hereof shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter: Provided that all work done after noon on Saturdays shall be paid for at double time rates.

Meal Money

7. Where a worker is required to work overtime after 6 p.m. on any day, the employer shall either provide the worker with a meal or pay the worker 5s. meal money, unless the worker can reasonably get home for a meal and return to work within the meal interval allowed. If any worker has had notice to work overtime on the following day and such notice is cancelled on that day the worker shall nevertheless be paid meal money.

On Saturdays, Sundays, or holidays when meal money is payable, the employer shall pay to the worker a special surcharge of 6d. additional.

Holidays

8. (a) The following holidays shall be allowed without deduction from wages: a whole day on every Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anniversary Day, Anzac Day, Labour Day, and the birthday of the reigning Sovereign.

(b) Time worked on any of the above-mentioned holidays or on Sundays or on 2 January shall be paid for at twice the ordinary rate.

(c) Payment of wages for the holidays named in subclause (a) of this clause shall be made to all persons who have been employed in the factory at any time during the fortnight ending on the day on which the holiday occurs.

(d) Should any of the afore-mentioned holidays (except Anzac Day) fall on a Saturday or on a Sunday, the next succeeding Monday shall be observed as the holiday, and in the event of another holiday falling on such Monday, such other holiday shall be observed on the succeeding Tuesday.

(e) (i) An annual holiday shall be allowed in accordance with the Annual Holidays Act 1944.

(ii) Upon the completion of 10 years' continuous employment with the same employer, the worker shall be granted in respect of each further year of employment with that employer an annual holiday of three weeks instead of two weeks' allowance under the Annual Holidays Act 1944.

Tool and Overall Allowance

9. The sum of $1\frac{1}{2}$ d. per hour for each hour worked shall be paid as tool and overall allowance, but where the employer supplies and launders overalls, the payment shall be $\frac{1}{2}$ d. per hour for tools.

General Conditions and Special Payments

10. (a) This award shall not operate so as to reduce the wages of any worker during his present employment.

(b) The worker working in a compartment wherein the temperature exceeds 110 degrees Fahrenheit shall be paid 5s. $4\frac{1}{2}$ d. per hour in addition to his ordinary rate during the time he is so employed.

(c) Dirt money shall be paid at the rate of $3\frac{1}{2}$ d. per hour with a minimum payment of 2s. 4d. per day to workers employed on repair work on board ship.

(d) Journeymen employed on ship repair work on board a ship and/or ships shall be paid 2d. per hour extra whilst so employed.

(e) Ten minutes' rest period shall be allowed in the morning and afternoon to all workers coming within the scope of this award, and facilities for boiling water shall be provided for making tea in the morning and afternoon rest period and for the midday meal.

(f) A worker who is required to work on a swinging stage, bosun's chair, ladder or similar structure where a mishap would entail a fall of 20 ft or more shall be paid 2s. $10\frac{1}{2}$ d. per day in addition to his ordinary rate for each day or part of a day he is so employed.

(g) One shilling per hour extra shall be paid while employed handling asbestos powder or slag wool.

(h) Wages shall be paid weekly in the employer's time, and not later than Thursday. Each worker shall receive a weekly statement showing the manner in which the wages have been calculated.

(i) On request of the union secretary (provided that such requests are not made at intervals of less than six months) the employer shall provide the union with a list of the persons at that time employed by him.

(j) "Confined space" means a working place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position, or without proper ventilation, or where confinement within a limited space is productive of unusual discomfort. Any worker required to work in a confined space shall be paid $3\frac{1}{2}$ d. per hour extra while so employed in addition to the appropriate rate payable for the time worked. This extra rate shall not be payable if the worker is already entitled to receive payment under subclause (b) of this clause.

(k) Each employer shall provide accommodation to the satisfaction of the inspector of the appropriate authority to enable workers to change and dry their clothes and have their meals. No materials or tools shall be stored in the accommodation provided.

(l) Where the inspector of the appropriate authority considers it practicable, reasonable ablution facilities shall be provided.

Unqualified Preference

11. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

Under-rate Workers

12. (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 14 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.

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 or connected therewith and not specifically dealt with in this 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.

If the committee is unable to decide the question then the chairman shall give a decision or refer the matter to the Court.

Either side shall have the right to appeal to the Court against a decision of any such committee or chairman, upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

Right of Entry Upon Premises

14. The secretary or other authorised officer of the union of workers shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works, and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Riggers (Where Applicable Under Clause 1)

15. The provisions of subclauses (b), (f) and (g) of clause 10 hereof shall not apply to riggers.

The following provisions shall apply to such riggers:

(a) Leading hand when appointed by the employer shall be paid 6d. per hour extra.

(b) A worker required to commence work before the ordinary starting time shall be paid double time until the ordinary time of commencing work.

(c) A worker who has worked all day and night and who is required to continue working on into the next day shall be paid double rates for such time worked on the second day, or until an eight hour break has been given.

(d) For work done in meal intervals a worker shall be paid at the rate of double time, such payment to continue until the usual meal break period is given.

(e) Any worker who after having left his place of employment is called back to work after 9 p.m. shall be paid a minimum of three hours at the appropriate rate.

(f) When working overtime, supper and crib time shall be paid for.

(g) A worker who is required to commence work after the cessation of public wheeled traffic or before ordinary time of starting of such traffic, and a worker who is required to work continuously until after the cessation of public wheeled traffic and cease work before the time of starting of such traffic shall be conveyed to or from his home at the expense of the employer. For the purposes of this award "public wheeled traffic" shall mean trams, buses, trains, or ferries ordinarily used by the workers travelling to and from their work.

(h) The worker who is required to work on a swinging stage, bosun's chair, ladder, or similar structure where a mishap would entail a fall of 20 ft but not more than 70 ft shall be paid 2s. 6d. per day in addition to his ordinary rate for each day or part of a day he is so employed; if over 70 ft up to 120 ft, 3s. 6d. per day; and over 120 ft, 1s. for each additional 50 ft or part thereof.

(i) A worker required to work on a Sunday or holiday shall receive a minimum of four hours' employment or payment equivalent thereto.

(j) All workers engaged on particularly dirty work shall be allowed reasonable washing-up time and be supplied with soap and towels.

(k) Dirt money shall be paid at the rate of 3½d. per hour with a minimum of 2s. 4d. per day to workers handling or splicing dirty used wire or applying tar to rope, wires, or cables. This rate shall also be payable to workers handling or splicing greasy new wire except where the employer supplies and launders overalls free of charge.

(l) If a worker is required by his employer to work at a place outside of the employer's factory, workshop, or ordinary place of employment and is thereby put to expense of travelling to and from his work greater than that which he incurs when

working in the factory, workshop, or ordinary place of employment, the employer shall reimburse him such extra expenses, and pay at ordinary rates for the extra time spent in travelling.

(m) (i) Outside work means work performed by a worker which necessitates his lodging elsewhere than at his usual place of residence.

(ii) The employer shall convey the worker free of charge or pay his fare to and from outside work, with an allowance at current rates for all meals, but once only during the continuance of the work. If, however, the worker is withdrawn from such work by the employer, or if he returns therefrom requiring medical attention in consequence of accident or sickness arising out of, and in the course of the employment, and is in either case again required on the work, the employer shall again convey him or pay his fare to and from such work.

(iii) The employer shall provide every worker employed on outside work with suitable board and lodging while so employed and shall recoup him for reasonable out-of-pocket expenses.

(iv) Time occupied in travelling shall be paid for at the ordinary rates, but not to a greater amount than eight hours in a day. Payments under this paragraph shall be made in addition to any payment to which a worker is entitled for actually working on any day.

(v) Men employed on outside work by their employers shall be in all cases paid in accordance with the rates herein prescribed.

(vi) When the work is situated less than 50 miles from the employer's place of business the worker shall be refunded his return fare (by the usual means of conveyance) if such is incurred to and from the place of engagement once every two weeks during the continuance of the work. When the work is situated over 50 miles from the employer's place of business a refund shall be made once in each two months.

(n) When blackening down rigging or greasing or changing wires on hoists and cranes, workers shall be paid 6d. per hour extra while so employed.

Application of Award

16. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial district to which this award relates.

Scope of Award

17. This award shall operate throughout the Northern Industrial District.

Term of Award

18. 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 first day of the working week in each establishment commencing on or after the 25th day of June 1962, 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 31st day of December 1963.

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 30th day of July 1962.

[L.S.]

K. G. ARCHER, Judge.

MEMORANDUM

The award, which incorporates the terms of settlement arrived at by the parties, includes a clause designed to operate as an unqualified preference provision within the meaning of section 174 of the Industrial Conciliation and Arbitration Act 1954 (as amended by the Industrial Conciliation and Arbitration Amendment Act 1961). Section 174B directs that the Court in making any award shall insert therein an unqualified preference provision only if it is satisfied under the first alternative that such a provision has been agreed upon by all the assessors in the course of an inquiry into an industrial dispute by a Council of Conciliation. For the purposes of section 174B the Court is satisfied to accept the complete settlement arrived at by the parties and executed by or on behalf of all the assessors as proof that the unqualified preference provision has been agreed to by all the assessors, and clause 11 has therefore been incorporated in the award in the form in which it was agreed upon in the Council of Conciliation.

K. G. ARCHER, Judge.
