

NORTH SHORE FERRY EMPLOYEES—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 North Shore Ferry Employees' Industrial Union of Workers (hereinafter called "the union") and the under-mentioned company (hereinafter called "the employers"):

North Shore Ferries Ltd., Quay Street, Auckland C.1.

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 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 4th day of October 1966 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 15th day of November 1965.

[L.S.]

A. P. BLAIR, Judge.

SCHEDULE

Hours of Work

1. (a) The weekly hours of work for all workers shall not exceed 40, 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 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 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 11 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 7½d. per hour extra.

Wages

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

				Per Week		
				£	s.	d.
Masters	.....	.....	.....	19	0	0
Engineers	.....	.....	.....	19	0	0
Mates	.....	.....	.....	15	0	0
Firemen	.....	.....	.....	15	0	0
Ticket checkers	.....	.....	.....	14	10	0
Night watchmen	.....	.....	.....	15	0	0
Ticket sellers	.....	.....	.....	15	5	0
Yard hands	.....	.....	.....	15	10	0

(b) Engineers with diesel and steam tickets shall be paid 1s. 6d. per shift in addition to the ordinary weekly rate.

(c) Crews employed on the Waiheke service shall be paid £1 per week in addition to the rates prescribed for such workers in subclause (a) of this clause to cover an allowance for handling cargo. When required to load and unload milk (fulls) on Saturdays, Sundays, or statutory holidays an additional 15s. shall be paid to each worker so employed on such day: Provided that when loading or discharging one way only is required, the additional payment shall be 7s. 6d.

(d) Mates with A.B. qualifications, when employed regularly on the Waiheke service shall be paid an allowance of £1 10s. per week in addition to the weekly wage.

(e) Yard-hands shall be paid 6½d. per hour in addition to the rates prescribed for such workers in subclause (a) of this clause to cover an allowance for the cost of overalls and to compensate for special payments for dirty work and other disabilities associated with ship work, but when required to coal ships such workers shall be provided with waterproof overcoats and gumboots.

Shift Allowance

4. Workers required to work shifts commencing before 6 a.m. or finishing after 6 p.m. shall be paid 5s. per shift extra as a shift allowance. In lieu of the shift allowance workers engaged in the Waiheke service shall be paid at the rate of double time for all time worked between the hours of 10 p.m. 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 alterations shall be posted not later than four hours 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.

(d) When any major alteration to the standard roster is made the unions concerned shall be consulted.

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) of this clause, all time worked in excess of the ordinary 40 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. When the rostered day off worked is a Saturday double time rates shall be paid for all time worked. The minimum payment shall be six 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) When engaged in the Great Barrier trade, the first eight hours shall be paid at half rates in addition to the weekly wage and time worked in excess of eight hours shall be paid for at double time 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 for the first eight hours and double time thereafter, such payment to be in addition to his weekly wage. The minimum payment shall be six hours.

(b) All workers who are employed on Sunday shall be paid for such work at ordinary time rates in addition to their weekly wages. The minimum payment shall be six hours.

(c) All time worked on Christmas Day, Boxing Day, New Year's Day, 2 January, Good Friday, Easter Monday, Labour Day, Anniversary Day, and the birthday of the reigning Sovereign shall be paid a minimum of eight hours at ordinary time rates in addition to the weekly wage. Anzac Day shall be observed in accordance with the Anzac Day observance Act. If a worker is off duty on any of the above-mentioned holidays he shall be paid eight hours at ordinary rates for such day.

(d) In no case under this award shall the payment for time worked on any of the days specified herein exceed double ordinary time rates.

Holidays

8. (a) Twenty-one days' holiday 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 14 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.

(c) Holidays shall be paid at the rate of 40 hours ordinary time plus four hours at time and a half for each week of holidays due.

Coaling

9. (a) Masters shall not be required to take part in coaling.

(b) 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 6s. meal money in lieu thereof. On the Waiheke service all meals shall be provided or meal money paid in lieu thereof.

Terms of Engagement

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 workers' own default or sickness.

Casual Labour

12. All casual workers shall be paid 7½d. 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 14 days or less.

General Conditions

13. (a) When required to start at any place, other than his usual place of starting, a worker shall be paid ordinary rates each way for the time reasonably occupied in so travelling.

(b) The starting place for ticket-sellers and ticket-checkers shall be ferry buildings and Devonport and/or such place as may be mutually agreed upon.

(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 worker is called on to work on one of his rostered days off and such engagement is cancelled, an allowance of four hours, including travelling time, shall be given; the engineers and firemen shall receive the additional allowance for getting ready, provided cancellation of such notification is not given to the worker at least one hour 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, a two-piece suit, and an extra pair of trousers, 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 half years' total continuous service, and a third uniform shall be provided on the completion of four and a half years' continuous service, and so on.

(f) At the end of three months' continuous service, engineers, firemen and engineroom night-watchmen shall be provided with a set of overalls, or a pair of trousers (not to exceed the cost of the overalls) and thereafter a further set of overalls or pair of trousers on completion of each six months' continuous service.

(g) At the end of 12 months' continuous service, engineers, firemen and engineroom night-watchmen shall be provided with one pair of boots and thereafter with a further pair on completion of each six months' continuous service. Yard-hands shall be supplied with one pair of boots after 12 months' continuous service and thereafter with a further pair on completion of each 12 months' continuous service.

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

(i) Masters, mates, and engine-room night-watchmen shall be provided with waterproof overcoats. Deck night-watchmen shall be provided with waterproof coats and gumboots. Ticket-checkers shall be provided with warm overcoats.

(j) Adequate and suitable locker accommodation in which clothing not worn during working hours may be safely stowed shall be furnished by the employer.

(k) Wash-basins and showers shall be provided on ferries for the use of crews.

(l) Lunch and change room accommodation with hot and cold water laid on shall be provided at the Auckland terminal.

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

(n) In the event of a worker being required to vary his place of starting when relieving for holidays, his place of starting shall be mutually arranged between the employer and the union.

(o) On occasions when a worker is required to commence work after the cessation of public wheeled traffic or before the ordinary time of starting such traffic or when a worker is required to work beyond the ordinary time of starting of such traffic, and in the event of the worker's genuine place of residence being over one mile 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. 4d. per mile for each mile in excess of one mile between the worker's place of residence and his place of work: Provided, however, that such allowance shall not exceed 5s. in respect of any one occasion. When workers are required to cross the harbour bridge the return toll shall be paid by the employer.

No worker whose genuine place of residence is within one mile 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.

(p) Firemen and engine-room night-watchmen shall be provided with gloves.

(q) When a worker's place of starting has once been designated it shall not be altered unless by mutual consent of the employer and the union.

Getting-ready Time

14. Where any worker is required to get 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 the 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.

Matters Not Provided For

15. 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 of 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.

Unqualified Preference

16. (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 seven 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 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.

(NOTE—Attention is drawn to section 174H of the Industrial Conciliation and Arbitration Act 1954 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 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.

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 4th day of October 1965, 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 4th day of October 1966.

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 November 1965.

[L.S.]

A. P. BLAIR, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Council of Conciliation.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 16 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. P. BLAIR, Judge.
