

NEW ZEALAND.

---

DEPARTMENT OF LABOUR.

---

Decisions under the Industrial Conciliation  
and Arbitration Acts.

---

PART 8.]

WELLINGTON, JANUARY, 1909.

[VOL. IX

---

NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

(1724.) AUCKLAND CERTIFICATED ENGINE-DRIVERS (DEVONPORT STEAM FERRY COMPANY (LIMITED)). — AWARD *RE* RIVER ENGINEERS.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1908”; and in the matter of an industrial dispute between the Auckland Certificated Engine-drivers’ Industrial Union of Workers (hereinafter called “the union”) and the Devonport Steam Ferry Company (Limited) (hereinafter called “the employer”).

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 the employer by its 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 employer, 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 employer, 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 employer 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 the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 7th day of December, 1908, and shall continue in force until the 31st day of December, 1910.

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 26th day of November, 1908.

W. A. SIM, Judge.

---

SCHEDULE.

*Hours of Work.*

1. The hours of work for river engineers shall not exceed sixty-five in any one week, exclusive of meal-hours.

*Overtime.*

2. All time worked in excess of the hours hereinbefore prescribed shall be paid for at the rate of not less than 1s. 4d. per hour.

*Wages.*

3. River engineers shall be paid not less than £3 10s. per week. The engagement of such workers shall be a weekly one, and the weekly wage shall be paid without deduction save for time lost through the worker's own default.

*Holiday.*

4. Seven days' holiday on full pay each year at such time as may be convenient to the company shall be given to all engineers who have been in the company's service for a period of one year.

*No Discrimination.*

5. The company shall not discriminate against members of the union, and shall not in the engagement or dismissal of men do anything directly or indirectly for the purpose of injuring the union.

*Strikes.*

6. (a.) The union shall do all in its power to prevent any strike by any of the workers affected by this award, and if any strike shall occur in which any members of the union shall take part such

strike shall be *prima facie* evidence that the union has committed a breach of its duty hereunder.

(b.) If any strike by any of the workers affected by this award shall occur in which any members of the union shall take part, then the operation of all the provisions contained in the foregoing clauses of this award shall be suspended, and in lieu thereof the following provisions shall come into force, and shall remain in force until the further order of this Court—that is to say,—

The hours of work, wages, and other conditions of work of all workers coming within the scope of this award shall be fixed by agreement between the employer and the individual workers employed by it.

(c.) The Court reserves leave to any party bound by this award to apply to this Court for an order under this clause declaring that a strike has taken place, or bringing into force again after a strike has taken place the provisions contained in the foregoing clauses of this award.

*Scope of Award.*

7. This award shall apply only to the parties named herein.

*Term of Award.*

8. This award shall come into force on the 7th day of December, 1908, and shall continue in force until the 31st day of December, 1910.

In witness whereof the seal of the Court of Arbitration hath hereunto been put and affixed, and the Judge of the said Court hath hereto set his hand, this 26th day of November, 1908.

W. A. SIM, Judge.

MEMORANDUM.

This award is made binding only on the union and the Devonport Steam Ferry Company (Limited).

Messrs. Bradney and Binns were joined as parties to the dispute, but they made out a case entitling them to exemption, and have not been joined as parties to the award. We think that, so long as they maintain existing conditions with regard to their engineers, they should not be brought under the operation of any award such as the present one.

The Auckland Harbour Board and J. J. Craig were also joined as parties to the dispute, but, as no evidence was given as to the work in connection with which they employ river engineers, they have not been included in this award.

A separate award has been made in connection with the Kaipara, Hokianga, and Waikato employers.

W. A. SIM, Judge.