

NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

(2537.) AUCKLAND SHIPMASTERS.—AGREEMENT *RE* DEVONPORT STEAM FERRY COMPANY (LIMITED).

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, this 29th day of May, 1912, between the Auckland Shipmasters' Industrial Union of Workers and the Devonport Steam Ferry Company (Limited), whereby it is agreed that the following shall be the hours of work, rate of wages, and conditions of employment for masters of the company's ferry steamers.

Hours of Work.

1. (a.) The hours of work for masters of the employers' ferry steamers shall not exceed $62\frac{1}{2}$ per week, exclusive of meal-hours.

(b.) Should a master be called upon to work a double shift, he shall be paid an extra day's pay at ordinary rates for such double shift; but this provision shall apply only to steamers running on fixed and continuous time-table ferry services.

Overtime.

2. All time worked in excess of the $62\frac{1}{2}$ hours per week herein prescribed shall be paid for at the rate of not less than 1s. 6d. per hour, such overtime to be paid weekly.

Wages.

3. Masters of the said ferry steamers shall be paid not less than £3 15s. per week, except as provided in clause 4 hereof. 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.

Temporary Master.

4. A master in temporary charge of a steamer to which this award applies shall be paid while so employed at the rate of not less than 10s. per day of not more than eight hours, exclusive of meal-hours.

5. Ten days' holiday on full pay each year, at such time as may be convenient to the employer, shall be given to all masters employed on the said ferry steamers who have been continuously in the employ of the employer as master for a period of one year.

No Discrimination.

6. The employer shall not discriminate against members of the union, and shall not in the engagement or dismissal of masters do anything directly or indirectly for the purpose of injuring the union.

Strikes.

7. (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.

8. This award shall apply only to the Auckland Shipmasters' Industrial Union of Workers and the Devonport Steam Ferry Company (Limited).

Term of Award.

9. This agreement shall come into force on the 1st day of June, 1912, and shall remain in force until the 31st day of October, 1914.

The common seal of the Auckland Shipmasters' Industrial Union of Workers is hereby affixed on this 29th day of May, 1912, in the presence of—

[SEAL.]

WILLIAM BARK, President.

W. J. NICHOLSON, Secretary.

The common seal of the Devonport Steam Ferry Company (Limited) is hereby affixed on this 29th day of May, 1912, in the presence of—

[SEAL.]

E. W. ALISON, Chairman.

ALEX. ALISON, Manager.