

(2876.) DEVONPORT AND TAKAPUNA FERRY COMPANIES'
ENGINEERS.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District. — In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Auckland Certificated Engine-drivers' Industrial Union of Workers (hereinafter called "the workers' union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

The Takapuna Tramways and Ferry Company (Limited),
Auckland.

The Devonport Steam Ferry Company (Limited), Auckland.

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 such of the employers as were represented either in person or by their representatives duly appointed, 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 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 as from the 1st day of September, 1913, and shall continue in force until the 1st day of September, 1916.

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 17th day of September, 1913.

W. A. SIM, Judge.

SCHEDULE.

Hours of Work.

1. The hours of work for river engineers shall not exceed 62½ in any one week, exclusive of meal-hours. No engineer shall be employed for a longer period than twelve hours in any one day except at overtime rates.

Overtime.

2. All time worked in any one week in excess of the hours hereinbefore prescribed shall be paid for at the rate of not less than 1s. 6d. per hour.

Wages.

3. River engineers shall be paid not less than £3 15s. 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.

Casual Labour.

4. An engineer in temporary charge of a steamer to which this award applies shall be paid while so employed at the rate of not less than 1s. 6d. per hour.

Sunday Work.

5. Engineers shall be entitled to at least one Sunday off duty in every six. In the event of an engineer being required to work on his off Sunday he shall be paid at overtime rates for the time so worked, such payment not to be less than 6s. Engineers booked for Sunday duty shall, where possible, be notified on the previous Friday.

Holidays.

6. Ten days' holiday on full pay each year at such time as may be convenient to the employer shall be given to all engineers who have been in the employer's service for a period of one year: Provided that any engineer who of his own accord leaves his employer's service after the expiration of one year shall be entitled to his holiday pay *pro rata*.

No Discrimination.

7. Employers 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.

8. (a.) The union shall do all in its power to prevent any strike of 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 of the 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 the Court of Arbitration—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 him.

(c.) Leave is hereby reserved to any party bound by this award to apply to the Court of Arbitration 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.

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

Term of Award.

10. This award shall come into force as from the 1st day of September, 1913, and shall continue in force until the 1st day of September, 1916.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 17th day of September, 1913.

W. A. SIM, Judge.

MEMORANDUM.

This award embodies, without alteration, the agreement arrived at by the parties.

W. A. SIM, Judge.
