

(4505.) 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 union") and the Devonport Steam Ferry Company (Limited) and the Takapuna Tramway and Ferry Company (Limited) (hereinafter called "the employers" or "the companies").

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 December, 1916, and shall continue in force until the 1st day of December, 1919, and thereafter as provided by subsection (1) (d) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

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 6th day of December, 1916.

— T. W. STRINGER, Judge.

SCHEDULE.

Classification.

1. The engineers in the employ of the companies shall be classified as follows: Class A shall consist of engineers regularly employed in charge of the companies' steamers running on fixed and continuous time-tables as follows:—

- (a.) Devonport, Stanley Bay, and Bayswater ferry passenger service.
- (b.) Northcote, Birkenhead, and Chelsea ferry passenger service.
- (c.) St. Heliers Bay service.
- (d.) Any casual excursion or other service in which a steamer in which an engineer in this class may be employed.

2. Class B shall consist of engineers employed in the following services:—

- (a.) Devonport all-night service.
- (b.) Devonport vehicular and cargo service.
- (c.) Northcote and Birkenhead cargo service.
- (d.) Any casual excursion or other service in which a steamer in which any engineer in this class may be employed.

Hours of Work.

3. The hours of work for river engineers shall not exceed sixty-two and a half 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.

Wages.

4. (a.) Engineers of Class A shall, while employed in the list specified in clause 1 hereof, be paid £4 per week of sixty-two and a half hours.

(b.) Engineers of Class B shall, while employed in the list specified in clause 2 hereof, be paid £3 15s. per week of sixty-two and a half hours.

(c.) 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 or through sickness or accident.

Casual Labour.

5. Engineers employed casually in charge of steamers on the runs specified in Class A shall be paid while so employed at the rate of 1s. 9d. per hour, and engineers in Class B at the rate of 1s. 6d. per hour.

Overtime.

6. All time worked in any one week in excess of the hours hereinbefore prescribed shall be paid to engineers in Class A at the rate of 1s. 9d. per hour, and to engineers in Class B at the rate of 1s. 6d. per hour.

Bonuses.

7. A bonus of £15 shall be paid to each engineer who for the period of twelve months from the 1st day of December to the 30th day of November in each year runs the steamer of which he is the engineer without doing any damage or meeting with any accident through his inattention, neglect, or incompetence involving the company in any expense for repairs or liability for claims of any description.

8. A bonus of £7 10s. shall be paid to each engineer who for the period mentioned in the preceding clause runs the steamer of which he is engineer so that the total cost to the company for repairs or liability for claims in respect of such steamer arising from accident through his inattention, neglect, or incompetence during such period does not exceed £10.

9. A bonus of £2 10s. shall be paid to each engineer who for the period mentioned in clause 7 hereof runs the steamer of which he is engineer so that the total cost to the company for repairs or liability for claims in respect to such steamer arising from accident through his inattention, neglect, or incompetence during such period does not exceed £20.

Exemption.

10. The Takapuna Tramways and Ferry Company (Limited) is exempted from the provisions of clauses 7, 8, and 9 in relation to bonuses.

Sunday Work.

11. 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 to be not less than 6s. Engineers booked for Sunday duty shall, where possible, be notified on the previous Friday.

Holidays.

12. Fourteen 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 the employer's service after the expiration of one year shall be entitled to his holiday pay *pro rata*.

Scope of Award.

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

Term of Award.

14. This award shall come into force as from the 1st day of December, 1916, and shall continue in force until the 1st day of December, 1919.

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 6th day of December, 1916.

_____ T. W. STRINGER, Judge.

MEMORANDUM.

This award embodies without alteration the recommendations of the Conciliation Council, which the parties agreed to accept.

T. W. STRINGER, Judge.
