

## NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

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(5225.) DEVONPORT FERRY AND TAKAPUNA TRAMWAYS AND FERRY COMPANIES' EMPLOYEES.—AGREEMENT WITH DEVONPORT STEAM FERRY COMPANY (LIMITED) AND TAKAPUNA TRAMWAYS AND FERRY COMPANY (LIMITED) UNDER THE LABOUR DISPUTES INVESTIGATION ACT, 1913.

THIS agreement, made this 12th day of April, 1919, between the Devonport Ferry and Takapuna Tramways and Ferry Companies' Employees' Industrial Union of Workers (hereinafter called "the union") of the one part, and the Devonport Steam Ferry Company (Limited) and the Takapuna Tramways and Ferry Company (Limited) (hereinafter called "the employers") of the other part, witnesseth that it is hereby mutually agreed and declared between and by the union and the employers as follows :—

That as between the parties hereto the terms, conditions, and provisions set out in the schedule hereto annexed shall be binding upon the said parties, and the said terms, conditions, and provisions shall be deemed to form part of this agreement; and, further, the said parties shall respectively do, observe, and perform every matter and thing by this agreement 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 agreement.

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### SCHEDULE.

#### *Hours of Work.*

1. The week's work for all workers, excepting motor-bus drivers, ticket-checkers, and conductors, shall not exceed fifty-six hours per week exclusive of meal-hours. The week's work for motor-bus drivers, ticket-checkers, and conductors shall not exceed fifty-two hours per week exclusive of meal-hours. .

*Overtime.*

2. (a.) Any time worked in excess of the hours mentioned in clause 1 hereof during any one week shall be considered overtime, and shall be paid for at the rate of time and a half.

(b.) When a worker is required to work a double shift, whatever additional hours he may work on such shift shall be paid for at the rate of time and a half, and the hours so worked shall not be included as part of the ordinary weekly hours.

			Per Week.		
<i>Wages.</i>			£	s.	d.
3. (a.)	Masters	.. ..	4	10	0
	Mates	.. ..	3	7	6
	Firemen	.. ..	3	7	6
	Motor-bus drivers	.. ..	3	10	0
	Night-watchmen	.. ..	3	5	0
	Ticket-checkers	.. ..	3	5	0
	Conductors	.. ..	3	5	0
	Conductors, if under eighteen	.. ..	2	15	0
	Wharf hands..	.. ..	3	5	0

(b.) Masters and mates employed by the Takapuna Tramways and Ferry Company (Limited) on the morning shift who are required to handle cargo shall be paid 5s. per week in addition to the afore-said wages.

*Arrangement of Duties.*

4. (a.) Workers on ferry steamers required for Sunday duty shall, where possible, be notified on the previous Friday.

(b.) Workers on ferry steamers shall, where possible, be notified on Saturday of their duties for the following week.

*Holidays.*

5. (a.) Fourteen days' holiday on full pay each year, at such time as may be convenient to the employer, shall be given to all workers on the ferry steamers who have been in the employers' service for a period of one year. Ten days' holiday on full pay shall similarly be given to all other workers within the scope of this agreement who have been in the employers' service for a period of one year.

(b.) When any worker is discharged for any reason other than his own default or leaves of his own accord, after serving his employer for six months but before having served his employer for a full year, he shall be paid for holidays to which he is entitled on a *pro rata* basis.

*Coaling.*

6. When coaling ferry steamers assistance shall, if reasonably possible, be given to the crew shovelling coal in the hulks.

*Meals.*

7. When workers under this agreement are ordered on an excursion, and who have not been notified the day previous, the employer shall provide meals or pay a cash equivalent.

*Terms of Engagement.*

8. The engagement, except in the case of casual 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.

*Casual Labour.*

9. Workers employed casually shall be paid an hourly wage at the following rates: Masters, 1s. 10d. per hour; all others, 1s. 4½d. per hour.

*Under-rate Workers.*

10. (a.) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement 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; and such Inspector in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector 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 shall determine, and after the expiration of such period shall continue in force until fourteen 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 personal disability it may be fixed for such longer period as such Inspector 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 Factories 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.

*Preference.*

11. (a.) If any employer shall hereafter engage any worker coming within the scope of this agreement who shall not be a member of the union, and who shall not become a member thereof within one calendar month after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified

to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this agreement of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

*Interpretation.*

12. Any question incidental to or arising out of the interpretation of this agreement shall be determined by Mr. E. C. Cutten, S.M.

*Term of Agreement.*

13. This agreement shall come into force on the 12th day of May, 1919, and shall continue in force until the 11th day of May 1922.

Signed on behalf of the union—

T. J. CAIN.  
C. WINDSOR.  
JOHN KERR.

Signed on behalf of the employers—

E. W. ALISON.  
JOS. CARRIE.  
JOHN KERR.

E. C. CUTTEN, S.M., Chairman.

NOTE.—This agreement, made under the Labour Disputes Investigation Act, 1913, was filed with the Clerk of Awards at Auckland, pursuant to section 8 (1) of the said Act, on the 17th day of April, 1919.