

(7292.) AUCKLAND RIVER ENGINEERS.—AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and its amendments, this 20th day of October, 1922, between the Auckland Certificated Engine-drivers' 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, whereby it is mutually agreed by and between the parties hereto as follows:—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the

said parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

In witness whereof the parties hereto have executed these presents the day and the year first before written.

SCHEDULE.

Hours of Work.

1. The hours of work for river engineers shall not exceed fifty-two in any one 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.) Any engineer employed for a longer period than ten hours on any one shift shall then be paid overtime rates.

(c.) When an engineer 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.

Wages.

3. Engineers shall be paid £4 18s. per week.

Arrangement of Duties.

4. Notice of duties for Sunday and the following week shall be posted in some conspicuous place accessible to the workers on the previous Friday and Saturday respectively, not later than 2 p.m.

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 engineers on the ferry-steamers who have been in the employer's service for a period of one year.

(b.) When any engineer 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 engineers 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.

Term of Engagement.

8. The engagement, except in the case of casual engineers, shall be a weekly one, and the weekly wage shall be paid without deduction save for time lost through the workers' own default or through sickness.

Casual Labour.

9. Engineers employed casually shall be paid an hourly wage of 2s.

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 permanent 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 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 the Conciliation Commissioner for the Industrial District.

Term of Agreement.

13. This agreement shall come into force on the 20th day of October, 1922, and shall continue in force until the 9th day of June, 1925.

Signed on behalf of the Auckland Certificated Engine-drivers' Industrial Union of Workers, and the common seal of the Union is hereto affixed by—

[L.S.]

J. A. PEREZ.
A. SMITH.
T. CAIN.

Signed on behalf of the Devonport Steam Ferry Co. (Limited), and the common seal of the company is hereto affixed by—

[L.S.]

WM. D. HOLGATE.
SIDNEY THORNE GEORGE.
F. MORTIMER, Secretary.

Signed on behalf of the Takapuna Tramways and Ferry Company (Limited), and the common seal of the Company is hereto affixed by—

[L.S.]

A. R. MORRISON.
D. GOLDIE.
JOHN KERR.

Dated at Auckland, this 20th day of October, 1922.

NOTE.—Section 25, subsection (4), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiry of the term of the industrial agreement, it shall continue in force until superseded by another industrial agreement or by an award of the Court of Arbitration, except where the registration of an industrial union of workers bound by such agreement has been cancelled.