

(10622.) THE DEVONPORT FERRY COMPANY'S ENGINEERS.—
INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 3rd day of May, 1934, between the Devonport Steam Ferry Co., Ltd. (hereinafter called "the employers"), of the one part, and the Auckland Certificated Engine-drivers, River Engineers, and Marine Engine-drivers' Industrial Union of Workers (hereinafter called "the union") 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 year first before written.

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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.

Broken Shifts.

2. Any engineer may be required by the employer to work a broken shift from any time specified by the employers to any time specified as aforesaid so that the work need not be continuous: Provided that such shift shall be worked within a period of fourteen hours.

Overtime.

3. (a) Any time worked in excess of the hours mentioned in clause 1 hereof shall be considered overtime, and shall be paid at ordinary-time rates for the first three hours and a half and time and a half thereafter.

(b) When an engineer is required to work a double shift, or in excess of ten hours in any one day, whatever additional hours he may work on such shift shall be paid for at the rate of time and a half for the first four hours and double time thereafter, and the hours so worked shall not be included as part of the weekly hours.

Wages.

4. Engineers shall be paid a minimum rate of £4 19s. per week.

Arrangement of Duties.

5. 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.

Sunday off Duty.

6. Each engineer shall be entitled to one Sunday off duty in every seven, or in lieu thereof shall be paid for the time worked at double-time rates. The minimum payment under this clause shall be 5s. 6d.

Holidays.

7. Twenty-one days' holiday on full pay each year, at such time as may be convenient to the employers, shall be given to all engineers

who have been in the employer's service for a period of one year. These holidays shall be given on consecutive days, except under special circumstances.

When any engineer who has been in the employ of the employers for not less than six months is discharged for any reason other than his own default, or leaves of his own accord, he shall be paid for holidays to which he is entitled on a *pro rata* basis.

Coaling.

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

Meals.

9. When engineers are ordered on an excursion or to work a double shift, and have not been notified the day previous, the employer shall provide meals or pay a cash equivalent.

Term of Engagement.

10. 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 engineer's own default or through sickness.

Casual Labour.

11. Engineers employed casually shall be paid 2s. 2d. an hour. A "casual engineer" shall mean one who is employed for fourteen days or less.

Under-rate Workers.

12. (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.

13. (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 1s. per week.

Matters not provided for.

14. Any dispute in connection with any matter not provided for in this agreement shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

General Conditions.

15. (a) When engineers are required to travel from one shore to the other to perform duties, one-quarter of an hour travelling-time each way shall be paid for at ordinary rates.

(b) When an engineer is notified to be on duty and the steamer's charter is cancelled, an allowance of three hours, including travelling-time shall be given, provided cancellation of such notification is not given to the engineer at least two hours prior to his time of starting on that day.

Term of Agreement.

16. This agreement shall come into force on the 3rd day of May, 1934, and shall continue in force until the 29th day of April, 1936.

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

[SEAL.]

WM. D. HOLGATE.
 SYDNEY THORNE GEORGE.
 F. MORTIMER.

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

[SEAL.]

J. CLARK.
 JOSEPH A. ANDERSON.

Dated at Auckland this 3rd day of May, 1934.
