

(10623.) DEVONPORT FERRY COMPANY'S EMPLOYEES.—  
INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and of section 5 of the Industrial Conciliation and Arbitration Amendment Act, 1932, this 3rd day of May, 1934, embodies the terms of the settlement arrived at by the assessors appointed for the hearing of the industrial dispute between the Devonport Steam Ferry Co., Ltd. (herein referred to as "the employer"), of the one part, and the Devonport Steam Ferry Co.'s Employees' Industrial Union of Workers (hereinafter referred to as "the union") of the other part, whereby it is mutually agreed by and between the said assessors as follows:—

SCHEDULE.

*Hours of Work.*

1. (a) The hours of work for all workers, excepting the night-watchman and ticket-checkers, shall not exceed fifty-two hours in any one week, exclusive of meal-hours. The week's work for ticket-checkers shall not exceed fifty hours; the week's work for night-watchmen shall not exceed fifty-six hours.

(b) Shift-work: Workers shall be employed weekly on morning and afternoon shifts alternatively, unless otherwise arranged by mutual consent of the employer and the workers affected.

(c) Any worker may be required by the employers to work broken shifts 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 limit of fourteen hours in any one day.

#### *Overtime.*

2. (a) Any time worked in excess of the hours mentioned in clause 1 (a) 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 or in excess of nine and a half 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.*

3. The minimum rate of wages shall be : Masters, £4 19s. per week ; mates, £3 16s. 6d. per week ; firemen, £3 16s. 6d. per week ; ticket-checkers, £3 12s. per week ; night-watchmen, £3 18s. 9d. per week ; wharf hands, £3 12s. per week.

#### *Sunday off Duty.*

4. (a) Each worker shall be entitled to one Sunday off in every seven, or in lieu thereof shall be paid for the time worked at double ordinary rates. The minimum payment under this clause shall be 5s. 6d.

(b) When the worker is due for a Sunday off in accordance with subclause (a) he shall, when possible, be granted the Sunday off when such Sunday follows a morning shift.

#### *Holidays.*

5. Fourteen days' holiday on full pay each year, at such time as may be convenient to the employers, shall be given to all workers (excepting masters, who shall receive twenty-one days' holiday) 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 worker 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.

#### *Arrangement of Duties.*

6. Notices 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.

*Coaling.*

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

*Meals.*

8. When workers 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.

*Terms of Engagement.*

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

*Casual Labour.*

10. Workers employed casually shall be paid an hourly wage at the following rates : Masters, 2s. 2d. per hour ; all others 1s. 8d. per hour. "Casual worker" shall mean one who is employed for fourteen days or less.

*Under-rate Workers.*

11. (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 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.*

12. (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.

*Matters not provided for.*

13. 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.*

14. (a) When employees 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) Firemen employed on steamers fitted with triple-expansion engines shall be allowed one hour to get ready, and on steamers fitted with compound engines three-quarters of an hour.

(c) Notwithstanding the above, firemen employed on the "Condor" and "Ngoiro" when tubes and fires are cleaned shall be allowed one hour and a half.

(d) When a crew is notified to be on duty and the steamer's charter is cancelled, an allowance of two hours, including any travelling-time, shall be given; the firemen shall receive the additional allowance for getting ready provided cancellation of such notification is not given to the worker at least two hours prior to his time of starting on that day.

*Scope of Agreement.*

15. This agreement shall extend to and bind the parties named herein.

*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.

In witness whereof the said assessors have executed these presents pursuant to the said section 5 of the Industrial Conciliation and Arbitration Amendment Act, 1932, the day and year before written.

Signed on behalf of the Devonport Steam Ferry Company, Limited—

[SEAL.]

WM. D. HOLGATE,  
 SYDNEY THORNE GEORGE, } Assessors.  
 F. MORTIMER, }

Signed on behalf of the Devonport Steam Ferry Company's Employees' Industrial Union of Workers—

[SEAL.]

H. CAMPBELL, }  
 W. M. CROLL, } Assessors.  
 J. H. SELLEY, }

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