

DEVONPORT STEAM FERRY CO.'S **ENGINEERS AND LAUNCH-DRIVERS.**—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 4th day of June, 1942, between the New Zealand Engine-drivers, River Engineers, Marine-engine Drivers, Greasers, Firemen, and Assistants' Industrial Union of Workers (hereinafter called "the union"), of the one part, and the Devonport Steam Ferry Co., Ltd. (hereinafter called "the employer"), of the other part, witnesseth that it is hereby mutually agreed between the employer and the union as follows:—

SCHEDULE.

PART I.—APPLICABLE TO ENGINEERS.

Hours of Work.

1. (a) The weekly hours of work for river engineers shall be forty-two, not exceeding nine hours to be worked in any one shift and not exceeding six shifts to be worked in any one week.

(b) Engineers shall be employed weekly on day and night shifts alternately, unless otherwise arranged by mutual consent between the employer and the union: Provided that, with the exception of changing shifts, a period of at least eight hours off duty shall be allowed between each shift worked. All hours required to be worked by relieving engineers within such eight hours' break between shifts shall be deemed to be overtime, and shall be paid for at overtime rates.

(c) For the purpose of this agreement the week shall commence at midnight on Sunday and terminate at midnight on the Sunday following or on the termination of the Sunday night shift.

Broken Shifts.

2. Where necessary, engineers may be required by the employer to work a two-legged broken shift: Provided that when the complete shift worked exceeds a span of twelve consecutive hours, such engineers shall be paid at one-half ordinary time rates extra, such payment to be in addition to any other overtime payment that may accrue.

Overtime.

3. (a) When an engineer is required to work in excess of nine hours in any one shift, other than getting-ready time, whatever additional hours he may work on such shift shall be paid for at time and a half rates for the first four hours and double time thereafter, and the overtime so worked shall not be included as part of the weekly hours.

(b) Subject to the provisions of subclause (a) hereof, all time worked in excess of the forty-two ordinary hours in any one week shall be paid for at time and a half rates.

(c) Engineers required to work on their days off shall be paid at the rate of double time for all such time worked.

Sunday Time.

4. All engineers who are employed on Sundays, Anzac Day, Christmas Day, and Good Friday shall be paid for such work at one-half ordinary time rates in addition to their weekly wages.

Casual engineers employed on such days shall be paid at time and a half rates (such additional one-half ordinary time rates not to apply to preparatory time).

Wages.

5. Engineers shall be paid a minimum rate of £6 5s. per week. A worker in sole charge of a Diesel engine shall be paid 12s. 6d. per week in addition to the above rate.

Arrangement of Duties.

6. (a) Notice of duties for the following week shall be posted in some conspicuous place accessible to the workers on the previous Friday and Saturday respectively, not later than 12 noon.

(b) When less than six shifts are scheduled in any one week the engineers' day off shall be specified in the monthly schedule of duties.

Holidays.

7. (a) Twenty-one 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. These holidays shall be given on consecutive days, except under special circumstances.

(b) When any engineer who has been in the employ of the employer for not less than one month 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. Engineers shall not be required to take part in coaling, except under exceptional circumstances.

Meals.

9. When engineers are ordered on an excursion or to work for three hours or more beyond the ordinary time for finishing his shift, and has not been notified the day previous, the employer shall provide a meal or pay meal-money at the rate of 2s. per meal.

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. All casual engineers employed shall be paid an additional 6d. per hour above the ordinary rates of wages.

A "casual engineer" shall mean one who is employed for fourteen days or less.

Getting-ready Time.

12. Where any engineer is required to get his engines ready to start work, and this involves his starting outside his ordinary working-hours, he shall be paid, in addition to his wages, at ordinary rates of pay for the time worked.

General Conditions.

13. (a) The places of starting work shall be Auckland, Devonport, Bayswater, and Birkenhead respectively, and an engineer required to travel to any of the above-mentioned places from his usual place of starting work shall be paid one-quarter of an hour travelling-time each way at ordinary rates.

If required to travel from Devonport to Bayswater and/or Birkenhead, or *vice versa*, he shall be allowed up to half an hour travelling-time each way 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.

PART 2.—APPLICABLE TO LAUNCH-DRIVERS.

Hours of Work.

1. (a) The hours of work at present worked each night of the week shall remain as the hours to be worked under this agreement.

(b) One clear day off duty shall be allowed to the workers each week.

Wages.

2. The minimum rate of wages shall be £6 5s. per week.

Sunday Time.

3. Launch-drivers employed on Sunday, Christmas Day, Anzac Day, Good Friday shall be paid one-half ordinary time rates in addition to their weekly wage. Such additional one-half ordinary time rates shall not apply to preparatory time.

Overtime.

4. All work done outside or in excess of the usual hours worked each night shall count as overtime and shall be paid for at the rate of time and a half.

Holidays.

5. (a) Twenty-one days' holiday on full pay each year, at such time as may be convenient to the employer, shall be given to a launch-driver who has been in the service of the employer for a period of one year. These holidays shall be given on consecutive days, except under special circumstances.

(b) When any launch-driver who has been in the employ of the employer for not less than one month 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.

Casual Labour.

6. Any launch-driver employed casually shall be paid £1 1s. for a night shift not exceeding eight hours. Additional time worked shall be paid for at time and a half rates.

PART 3.—APPLICABLE TO WORKERS EMPLOYED UNDER PARTS
1 AND 2.

Increase in Rates of Remuneration.

1. The two general orders made under the Rates of Wages Emergency Regulations 1940, and dated 9th August, 1940, and 31st March, 1942, respectively, shall be deemed to be incorporated in this agreement, and shall have effect according to their tenor.

Matters not provided for.

2. Any dispute in connection with any matter not provided for in this agreement shall be settled between the 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.

Under-rate Workers.

3. (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 or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person 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 or other person 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 or other person 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 Awards 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.

Workers to be Members of Union.

4. (a) It shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound

by this agreement: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this agreement during any time whilst there is no member of a union bound by this agreement who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this agreement for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(c) It shall be a breach of this agreement for any workers to accept employment and work under this agreement for a period of fourteen days without becoming a financial member of the union.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Scope of Agreement.

5. This agreement shall apply to the parties named herein.

Term of Agreement.

6. This agreement shall come into force on the 22nd day of December, 1941, and shall continue in force until the 22nd day of December, 1943.

In witness whereof the parties hereto have set their hands the day and year first before written.

Signed on behalf of the New Zealand Engine-drivers, River Engineers, Marine-engine Drivers, Greasers, Firemen, and Assistants' Industrial Union of Workers—

H. J. T. MOODY.
N. P. HOPKINS.
H. CAMPBELL.

Signed on behalf of the Devonport Steam Ferry Co., Ltd.—

W. P. ENDEAN.
E. ANDERSON, Director.
F. MORTIMER, Secretary.

Witness—C. L. Hunter, Conciliation Commissioner.