

(37.) DUNEDIN SEAMEN.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1894,” and the amendments thereof; and in the matter of an industrial dispute between the Federated Seamen’s Industrial Union of Workmen of New Zealand (hereinafter called “the union”) and the Union Steamship Company of New Zealand (Limited) and Keith Ramsay, of Dunedin, shipowner (hereinafter collectively referred to as “the shipowners”).

The Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representative duly appointed, and having also heard the shipowners in person or by their representatives duly appointed, and having also heard the witnesses called by and on behalf of the union and of the shipowners respectively, and cross-examined by the parties respectively, doth hereby order and award that, as between the union and the members thereof and the shipowners and each and every of them, the terms, conditions, and provisions set out in the schedule hereto shall to the extent mentioned in the said schedule hereto be binding upon the union and upon every member thereof, and upon the shipowners and upon each and every of them; and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof, and

the shipowners and each and every of them, shall respectively do, observe, and perform every matter and thing by the said terms, conditions, and provisions on the part of the union and the members thereof and on the part of the shipowners respectively required to be done, observed, and performed, and shall not do anything in contravention of the said terms, conditions, and provisions, but shall in all respects abide by and observe and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect of any such breach: Provided, however (as provided by the 3rd section of "The Industrial Conciliation and Arbitration Act Amendment Act, 1898"), that the aggregate amount of penalties payable under or in respect of this award shall not exceed £500. And the Court doth further order that this award shall take effect from the 1st day of December, 1899, and shall continue in force until the 31st day of July, 1901.

In witness whereof the seal of the Court hath been hereunto put and affixed, and the President of the Court hath hereunto set his hand, this 30th day of November, 1899.

(L.S.)

W. B. EDWARDS, J., President.

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THE SCHEDULE REFERRED TO BY THE FOREGOING AWARD:

1. *Limitation of Award.*—The provisions of the above award and the terms, conditions, and provisions contained in this schedule shall bind the shipowners respectively in so far only as respects ships owned or chartered by the shipowners respectively which trade within the limits of the Industrial District of Otago and Southland, or which trade in some trade one of the terminal ports of which is within the limits of the said industrial district (save such ships as are affected by the award made by the Court at Wellington on the 29th day of July, 1899); and also in so far as respects ships owned or chartered by the shipowners respectively which trade in the coastal trade in the Colony of New Zealand, and whether such ships trade also in any other trade or not.

The said terms, conditions, and provisions shall not bind the shipowners or either or any of them in so far as respects ships owned or chartered by them or either or any of them which trade exclusively in any foreign or intercolonial trade, notwithstanding that such ships may load or discharge at any port or ports in the Colony of New Zealand; provided that such ships are not in any way engaged in coastal trade within the said colony.

2. *Wages.*—The following shall be the rates of wages which shall be paid by the shipowners respectively to the men employed by them respectively, that is to say: A.B.s, £6 10s. per month; trimmers, £6 10s. per month; firemen, £8 10s. per month; greasers, £8 10s. per

month; donkeymen, £9 10s. per month; lamp-trimmers, £6 10s. per month; lamp-trimmers and A.B.s, £7 10s. per month; boat-swains, £7 10s. per month; first-class ordinary seamen, £4 10s. per month; second-class ordinary seamen, £3 10s. per month; first-class boys, £2 per month; second-class boys, £1 10s. per month.

3. Wages shall be paid monthly, or on the first arrival of the ship, after the wages shall have become due, at the port where the articles were drawn out.

4. *Overtime.*—Overtime shall be paid for at the following rates, namely: A.B.s, ordinary seamen, and firemen, 1s. per hour; A.B.s or ordinary seamen when engaged in trimming coal at loading ports, 1s. 3d. per hour; A.B.s or ordinary seamen when engaged in carrying or stowing grain in bags in cargo-steamers only, 1s. 3d. per hour.

5. Boys shall not be worked overtime.

6. *Hours of Labour at Sea.*—On deck: Watch and watch of four hours each.

7. In stokehold: Watches of four hours on and eight off. On small steamers running short trips, and on steamers where only two firemen, greasers, or trimmers are carried, watch and watch of six hours; but men employed on six-hour watches shall be paid £1 per month extra.

8. Between the hours of 5 a.m. and 5 p.m. on intercolonial steamers, and between the hours of 6 a.m. and 5 p.m. on coastal steamers, seamen on watch shall perform any work required of them. Any work performed by them outside these hours shall be paid for as overtime, with the following exceptions, namely: (a) Work necessary for the navigation or safety of the ship; (b) clearing decks, stowing cargo, gear, &c., for half an hour after leaving port.

9. Firemen, greasers, and trimmers shall work as required during their watches.

10. When the watch below is required to do any work otherwise than what is necessary for the navigation or safety of the ship they shall be paid overtime.

11. When a steamer is under banked fires night or day, the whole watch shall, if it be necessary in the opinion of the chief engineer, remain on duty in the engine-room and stokehold, and perform any duty that may be required.

No overtime shall be paid for cleaning tubes, nor for discharging ashes after leaving port.

12. *Hours of Labour in Port.*—The hours of labour for seamen in all ports, bays, and roadsteads shall be eight—namely, from 7 a.m. till 5 p.m., with two hours for meals.

13. During the above-mentioned hours the seamen shall work cargo, &c., as required.

14. Where three watches are kept, firemen, greasers, and trimmers shall give eight hours' work in each twenty-four. Any work done beyond this shall be paid for as overtime, or an equivalent time shall be allowed off in port.

15. When time off is charged against overtime it shall be equivalent to the same in monetary value, and shall be given at the home port, or at the port where the man resides. This clause shall not affect night-watchmen.

16. When in port, or at anchor in bays or roadsteads, the eight hours shall be between 7 a.m. and 5 p.m. as above, or by sea-watches, as circumstances require.

17. In vessels where only two firemen, greasers, or trimmers are carried they shall keep watch and watch at sea and in ports, or at anchor in bays or roadsteads, when required.

18. Sea-watches in stokehold on days of sailing and arrival shall count as portion of the eight hours.

19. *Overtime in Port.*—Seamen shall be paid overtime for all classes of work performed in any port, bay, or roadstead between the hours of 5 p.m. and 7 a.m., or during meal-hours, except work necessary for the safety of the ship.

20. Firemen, greasers, and trimmers shall be paid overtime for all hours worked in excess of eight hours out of the twenty-four, except for work necessary for the safety of the ship.

21. Night-watch in port to be from 8 p.m. to 6 a.m.

22. Night-watchmen shall be paid overtime, or allowed equivalent in time, hour for hour, when giving time off.

23. Donkeymen's overtime shall commence from the time when steam is ordered.

24. It shall be optional with married members of the crew to work overtime at their home port or to go ashore, so long as not less than one-half of the crew remains on board; the selection, when necessary, to be made by the officer in charge.

25. *Overtime on Sundays and Holidays.*—When a ship arrives in port after 5 p.m. on the day preceding a Sunday or a holiday, two hours shall be allowed—from 6 a.m. to 8 a.m.—on the Sunday or holiday for washing decks and decorating ship without payment of overtime.

26. When a ship arrives in port on a Sunday or holiday, or after 5 p.m. on other days, half an hour shall be allowed to land mails, luggage, or live-stock without payment of overtime.

27. No overtime shall be paid for any work necessary for the safety of the ship.

28. When a vessel leaves port on a Sunday or a holiday, having been in port the previous day, only those of the crew actually employed in loading mails, luggage, or cargo shall be allowed overtime at schedule rates for the time so employed.

29. When vessels leave port prior to 5 p.m. on a holiday, each man shall be paid not less than 3s. each. In the event of the men working time that exceeds 5s. in value, such excess of time shall be paid for at schedule rates.

30. When a vessel arrives in port on Sunday and sails again on the same day, or the crew is required to attend on duty to be employed on an excursion on any of the holidays stated below, or on

Boxing Day or Easter Monday, overtime shall be paid to the whole crew for the time so employed, not exceeding in all 8s. and not less than 4s. per man. Firemen getting up steam before the ship leaves port shall also be paid overtime for the time so employed.

31. *Public Holidays in Port.*—Public holidays shall comprise Christmas Day, New Year's Day, Good Friday, Labour Day, and the birthday of the reigning Sovereign; but if any of these days should fall upon a Sunday the following day shall be allowed in lieu thereof, if such following day is observed as a public holiday.

32. Only one holiday shall be allowed for Labour Day. Any crew having had one such holiday shall not be entitled to a second, or to overtime, on any Labour Day in any other port.

33. *General.*—Galley-bunkers shall be filled by firemen and trimmers, and, when required to do so, they shall give their assistance in the general work of the ship.

34. Seamen must provide themselves with and wear the uniform of the service in which they are employed (if any) when on duty.

35. The whole crew must, when required, attend boat- and fire-drill without payment of overtime, and must be clean and tidy for inspection on any day appointed.

36. *Signing-off.*—Twenty-four hours' notice on either side shall be the rule of discharge in the port where the ship's articles have been drawn out; but should the ship be laid up in any other port in the Australasian Colonies the crew may accept their discharge, with wages then due, but shall be entitled to a free passage back to the final port.

37. *Union Company's Benefit Society.*—It shall be optional with men employed by the Union Steamship Company of New Zealand (Limited) whether or not they will join the mutual benefit society established in connection with the men employed by that company.

38. *No Discrimination against Unionists.*—Shipowners in employing labour shall not discriminate against members of the union, and shall not, in the engagement or dismissal of men, or in the conduct of their business, do anything for the purpose of injuring the union, whether directly or indirectly.

39. When members of the union and non-members are employed together there shall be no distinction between members and non-members, and both shall work together in harmony and under the same conditions, and shall receive equal pay for equal work.

The foregoing paragraphs numbered from 1 to 39 both inclusive constitute the schedule referred to in the foregoing award, and thereby declared to be incorporated in and to form part thereof.

In witness whereof the seal of the Court of Arbitration of New Zealand hath been hereunto put and affixed, and the President of the Court hath hereunto set his hand, this 30th day of November, 1899.

(L.S.)

W. B. EDWARDS, J., President.