

1725.) AUCKLAND CERTIFICATED ENGINE-DRIVERS (KAIPARA, HOKIANGA, AND WAIKATO).—AWARD *RE* RIVER ENGINEERS AND MARINE ENGINE-DRIVERS.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1908”; and in the matter of an industrial dispute between the Auckland Certificated Engine-drivers’ Industrial Union of Workers (hereinafter called “the union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”):—

Anderson, James, contractor, Te Kopuru.
 Allan, Alexander, steamboat-proprietor, Maungawhare.
 Coutts, W., Aratapu.
 Harrison, J., steamship-proprietor, Aratapu.
 King and Slator, Northern Wairoa.
 Kaipara Steamship Company, Helensville.
 Keane and Cox, steamboat-proprietors, Aratapu.
 Kitchen, Lionel, steamboat-proprietor, Aratapu.
 King, George, contractor, Tangowahine.
 Ohlsen, —, Helensville.
 Stannaway, Joseph, steamboat-proprietor, Aratapu.
 Sellers and Allen, steamboat-proprietors, Matakoe.
 Seymour, Joseph, steamboat-proprietor, Te Kopuru.

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 representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers 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 employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by 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 thereof

And the Court doth further order that this award shall take effect from the 4th day of January, 1909, and shall continue in force until the 31st day of January, 1911.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 26th day of November, 1908.

W. A. SIM, Judge.

SCHEDULE.

Wages.

1. The following shall be the minimum rate of wages to be paid to river engineers and marine engine-drivers:—

(a.) On steamers under 30 tons net register, £12 10s. per month and found.

(b.) On steamers over 30 tons net register, £13 10s. per month and found.

Other Conditions.

2. All other conditions shall remain as at present.

No Discrimination.

3. Employers shall not discriminate against members of the union, and shall not in the engagement or dismissal of workers, or in the conduct of their business, do anything to injure the union either directly or indirectly.

Scope of Award.

4. This award shall apply only to (a) what is known as the Kaipara Harbour and all tributaries and waterways leading thereto; (b) the Port of Hokianga; and (c) the Waikato River.

Term of Award.

5. This award shall come into force on the 4th day of January, 1909, and shall continue in force until the 31st day of January, 1911.

In witness whereof the seal of the Court of Arbitration hath hereunto been put and affixed, and the Judge of the said Court hath hereto set his hand, this 26th day of November, 1908.

W. A. SIM, Judge.

MEMORANDUM.

The provisions contained in clauses 1 and 2 of this award were agreed on by the union and the Kaipara employers. The other employers cited did not appear at the hearing.

The union asked for preference of employment for its members, but this did not appear to be a case in which preference ought to be granted, and the Court has inserted only the usual no-discrimination clause.

W. A. SIM, Judge.