

(1812.) AUCKLAND SHIPMASTERS (DEVONPORT STEAM FERRY COMPANY).—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of “ The Industrial Conciliation and Arbitration Act, 1908,” and its amendment ; and in the matter of an industrial dispute between the Auckland Shipmasters’ Industrial Union of Workers (hereinafter called “ the union ”) and the Devonport Steam Ferry Company (Limited) (hereinafter called “ the employer ”).

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 3rd day of May, 1909, and shall continue in force until the 28th day of April, 1912.

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 28th day of April, 1909.

W. A. SIM, Judge.

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SCHEDULE.

*Hours of Work.*

1. The hours of work for masters of the employers' ferry-steamers shall not exceed sixty-five hours per week, exclusive of meal-hours.

*Overtime.*

2. All time worked in excess of the hours herein prescribed shall be paid for at the rate of not less than 1s. 4d. per hour, such overtime to be paid fortnightly.

*Wages.*

3. Masters of the said ferry-steamers shall be paid not less than £3 10s. per week, except as provided in clause 4 hereof. The engagement of such workers shall be a weekly one, and the weekly wage shall be paid without deduction save for time lost through the worker's own default.

*Temporary Master.*

4. A master in temporary charge of a steamer to which this award applies shall be paid while so employed at the rate of not less than 10s. per day of not more than nine hours and a quarter, exclusive of meal-hours.

*Holidays.*

5. Seven days' holiday on full pay each year, at such times as may be convenient to the employer, shall be given to all masters employed on the said ferry-steamers who have been continuously in the employ of the employer as masters for a period of one year.

*No Discrimination.*

6. The employer shall not discriminate against members of the union, and shall not in the engagement or dismissal of masters do anything directly or indirectly for the purpose of injuring the union.

*Strikes.*

7. (a.) The union shall do all in its power to prevent any strike by any of the workers affected by this award; and, if any strike shall occur in which any members of the union shall take part, such strike shall be *prima facie* evidence that the union has committed a breach of its duty hereunder.

(b.) If any strike by any of the workers affected by this award shall occur in which any members of the union shall take part, then the operation of all the provisions contained in the foregoing clauses of this award shall be suspended, and in lieu thereof the following provisions shall come into force, and shall remain in force until the further order of this Court, that is to say,—

The hours of work, wages, and other conditions of work, of all workers coming within the scope of this award shall be fixed by agreement between the employer and the individual workers employed by it.

(c.) The Court reserves leave to any party bound by this award to apply to this Court for an order under this clause declaring that a strike has taken place, or bringing into force again after a strike has taken place the provisions contained in the foregoing clauses of this award.

*Scope of Award.*

8. This award shall apply only to the parties named herein.

*Term of Award.*

9. This award shall come into force on the 3rd day of May, 1909, and shall continue in force until the 28th day of April, 1912.

In witness whereof the seal of the Court of Arbitration hath heretofore been put and affixed, and the Judge of the said Court hath hereto set his hand, this 28th day of April, 1909.

W. A. SIM, Judge.

## MEMORANDUM.

The points in dispute in this case were as to wages and overtime. Heretofore the masters of the Company's ferry-steamers have worked the same hours and been paid the same wages as engineers, and we are not satisfied that there is any reason for placing them in a different position now. We have therefore fixed their wages at £3 10s. per week, and their overtime at 1s. 4d. per hour.

The other provisions of the award were agreed on by the parties.

W. A. SIM, Judge.