

(2465.) AUCKLAND MERCHANT SERVICE GUILD.—AWARD *RE*
SHIPS' OFFICERS EMPLOYED BY THE NORTHERN STEAMSHIP
COMPANY.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Northern Steamship Company (hereinafter called "the employer") and the Auckland Merchant Service Guild (hereinafter called "the union") :—

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, doth hereby order and award :—

That, as between the union and the members thereof and the employer, 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 employer, 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 employer 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 as from the 1st day of November, 1911, and shall continue in force until the 1st day of November, 1914.

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 22nd day of December, 1911.

W. A. SIM, Judge.

SCHEDULE.

Rates of Pay.

1. The Northern Steamship Company (Limited), Auckland, shall pay each certificated officer employed in the undermentioned steamers, according to his rank on board, at the rate set against the respective steamers.

		Chief Officer.	Second Officer.	Third Officer.
		£	£	£
Rarawa	... .. Per month	17	14	12
Clansman	... .. "	16	13	...
Ngapuhi	... .. "	16	13	...
Waiotahi	... .. "	15	12	...
Wakatere	... .. "	15	12	...
Ngatiawa	... .. "	15	12	...
Aupouri	... .. "	15	12	...
Rimu	... .. "	15	12	...
Claymore	... .. "	14	11	...
Apanui	... .. "	14	10	...
Tasman	... .. "	14	...	...
Taniwha	... .. "	14	...	...
Waimarie	... .. "	14	...	...
Kanieri	... .. "	14	...	...
Rotomahana	... .. "	14	...	...
Chelmsford	... .. "	13	...	...
Daphne	... .. "	13	...	...

2. Whenever and so long as the s.s. "Claymore" is on a west-coast run, her certificated officers shall be paid at the rates fixed in above schedule for the s.s. "Rimu."

3. The rates of pay of officers employed in any steamers owned or controlled by the Northern Steamship Company (Limited), Auckland, other than those set forth above, shall be fixed by mutual arrangement between the company and the officer concerned.

4. When a vessel is in the home port the chief officer shall make arrangements whereby the night-watchman shall call one of the crew to promptly communicate with any officer of the company should necessity arise, and the president of the Auckland Merchant

Service Guild shall arrange that the addresses of all officers of the company's vessels shall be placed in the office of the company; and it is further agreed that any officer called upon by such member of the crew shall immediately proceed to the vessel where his services are required.

5. When any ship is going to sea, or arriving in port from sea, consideration shall be had, in deciding what officer shall go on watch or remain on duty, to work which has before such departure or arrival been performed by the officers, with a view to avoiding the imposing of excessive hours upon any officer.

6. All officers after twelve months' continuous service with the Northern Steamship Company (Limited) shall be entitled in each year to leave of absence on full pay as follows—Chief officers fourteen days, other officers ten days—at such time as the company shall determine. With the consent of the manager of the company, such leave of absence may accumulate, but not beyond the second year.

7. Nothing in this agreement contained shall be construed as imposing any obligation upon the Northern Steamship Company (Limited) to employ in any ship more officers than are required to be carried in such ship by the provisions of the Shipping and Seamen Act, 1908, or any amendment thereof.

8. The provisions of this agreement and the provisions and conditions contained in the schedule shall bind the Northern Steamship Company (Limited) in so far only as respects ships owned by them which trade within the limits of the Northern Industrial District, or which trade in some trade one of the terminal ports of which is within the limits of the said industrial district.

Scope of Award.

9. This award shall apply only to steamers the gross registered tonnage of which is not less than 100 tons.

Term of Award.

10. This award shall come into force as from the 1st day of November, 1911, and shall continue in force until the 1st day of November, 1914.

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 22nd day of December, 1911.

W. A. SIM, Judge.

MEMORANDUM.

This award embodies, without alteration, the recommendation of the Conciliation Council, which the parties agreed to accept.

W. A. SIM, Judge.