

(2375.) WELLINGTON MERCHANT SERVICE GUILD.—AWARD *RE*  
OFFICERS ON SMALL COSTAL STEAMERS.

In the Court of Arbitration of New Zealand, Wellington 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 Merchant Service Guild of Australasia (New Zealand Section) Industrial Association of Workers (hereinafter called “the union”) and the under-mentioned persons, firms, and companies (hereinafter called “the employers”):—

Anchor Shipping and Foundry Company.

Blackball Coal Company.

Canterbury Steam Shipping Company (Limited).

Chatham Islands Fishing Company.

Eckford, T.

Johnston and Co.

Kaiapoi Shipping and Trading Company.

Karamea Steamship Company.

Levin and Co.

Maoriland Steamship Company.

Patea Shipping Company.

Richardson and Co.

Turnbull, W. and G., and Co.

Wellington and Wanganui Steam Packet Company.

Westland Steamship Company.

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 2nd day of October, 1911, and shall continue in force until the 2nd day of October, 1913.

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 18th day of September, 1911.

W. A. SIM, Judge.

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SCHEDULE.

*Scope of Award.*

1. This award shall apply only to steamers the gross registered tonnage of which is not less than 100 tons and not more than 600 tons.

*Rates of Pay.*

2. The minimum rates of wages to be paid to certificated officers on steamers coming within the scope of this award shall be—for first officers, £15 per calendar month; and for second officers, £12 per calendar month.

*Holidays.*

3. (a.) Officers after twelve months' continuous service shall be entitled to fourteen days' holiday annually on full sea pay, such holiday to be taken at a time convenient to the employer.

(b.) Such holidays may be allowed to accumulate by agreement, but not beyond three years.

(c.) If an officer is discharged for any cause other than misconduct he shall receive payment in lieu of the holiday in proportion to the time of service from his last holiday or the date of his engagement.

*Hours of Work.*

4. Except in special circumstances connected with the safety of the steamer, an officer shall not be kept at work continuously for more than twelve hours without an interval of at least four hours.

*Work in Home Port.*

5. When an officer is in his home port his work in connection with discharging and loading cargo shall be so arranged and limited as to give him as much time off as is reasonably possible, and he shall not be required to supervise the work of cleaning or painting or any similar work in such port.

*Victualling-allowance.*

6. When meals are not provided on board (except during leave of absence) the employer shall either arrange for them to be supplied at a respectable hotel or boardinghouse, or pay a victualling-allowance of 4s. per day. This provision shall not, however, apply at any officer's home port.

*Transfers.*

7. Whenever an officer has to change his home port in consequence of a transfer from one service or ship of the shipowner to another, he shall be allowed, on giving reasonable notice, free first-class passage for his family and effects in any vessel of the shipowner that goes to or towards his destination.

*No Discrimination.*

8. Employers shall not discriminate against members of the union, and shall not in the engagement or dismissal of officers do anything directly or indirectly for the purpose of injuring the union.

*Term of Award.*

9. This award shall come into force on the 2nd day of October, 1911, and shall continue in force until the 2nd day of October, 1913.

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 18th day of September, 1911.

W. A. SIM, Judge.