

(2544.) WELLINGTON SHIPS' OFFICERS.—AWARD.

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 undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Huddart, Parker, and Co. Proprietary (Limited), Wellington.

The Blackball Coal Company (Limited), Wellington.

The Maoriland Steamship Company (Limited), Wellington.

The Union Steamship Company of New Zealand (Limited), Wellington.

The Westport Coal Company (Limited), Wellington.

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 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 as from the 1st day of May, 1912, and shall continue in force until the 30th day of April, 1915.

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 27th day of June, 1912.

W. A. SIM, Judge.

SCHEDULE.

Officers.

1. The steamers now owned by the several employers, and any other steamers to which the provisions of this award shall at any time hereafter be applicable, and which are registered in and [or] trading in New Zealand, shall be classified according to their gross register tonnage as follows; and employers shall pay each certificated officer, according to his rank on board, at the following rates and under the following terms, in accordance with the classification of the steamer in which he is employed:—

	Per Calendar Month.			
	Chief Officer.	Second Officer.	Third Officer (where carried).	Fourth and Fifth Officers (where carried).
Class A.—Passenger steamers—	£	£	£	£
Division 1. 1,000 tons and under	16	13	11	10
„ 2. 1,001 to 2,000 tons ..	17	14	12	10
„ 3. 2,001 „ 3,000 „ ..	18	15	12	10
„ 4. 3,001 „ 4,000 „ ..	19	16	13	10
„ 5. Over 4,000 tons ..	20	17	14	10
Class B.—Cargo steamers—				
Division 1. 1,000 tons and under	16	13	11	10
„ 2. 1,001 to 2,000 tons ..	16	13	12	10
„ 3. 2,001 „ 3,000 „ ..	17	14	12	10
„ 4. 3,001 „ 4,000 „ ..	18	15	13	10
„ 5. Over 4,000 tons ..	18	15	13	10

Steamers under 300 tons gross register are not subject to the award, and are excluded entirely.

Holidays.

2. After twelve months' continuous service with the employer every officer shall be entitled, in each year, to leave of absence on full sea-pay for a continuous period of fourteen days, at such time as the employer shall determine. The employer shall arrange for the leave of absence to begin and end at the officer's home port. With the consent of the employer the leave of absence may be postponed in whole or in part, and the unused leave accumulated, so that it be not postponed beyond the third year.

Victualling-allowance.

3. Whenever meals are not provided for an officer on his ship (except during his leave of absence) he shall be paid a victualling-allowance of 5s. per day.

Transfer.

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

Hours of Work.

5. The hours of work for officers (at sea and in port) shall be fifty-six per week, exclusive of meal-hours, to be worked as may be required by the employer. Any hours worked in excess of fifty-six in any one week shall be carried to the credit of the officer, and his annual leave of absence on full sea-pay shall be increased by one day for every eight hours of the time so placed to his credit during the previous twelve months, or, at the option of the officer, such time worked in excess of fifty-six hours in any one week shall be paid for as overtime at 2s. 6d. per hour. Subject to the provisions of this clause as to the extension of the annual leave of absence or payment of overtime, all officers shall be liable for duty at any time at sea or in port. Exclusive of the fifty-six hours, and without any credit for such excess time, or payment of overtime, all officers shall—

- (a.) Give the necessary time on deck entering and leaving port, to the satisfaction of and at the discretion of the master :
- (b.) Attend, when required, any boat drill, fire drill, or medical inspection :
- (c.) Do any work which is required for the safety of the ship. The "week" to mean the time from and including Monday to midnight on Sunday.

Time off at Home Ports.

6. In cases in which a steamer is in port twenty-four hours or less, the officer whose home port it is shall be entitled to be absent from the vessel from the expiration of one hour after the vessel has been safely berthed until two hours before the time fixed for departure. If the steamer is in port more than twenty-four hours and less than forty-eight hours, the officer whose home port it is shall be entitled to be absent from the vessel for twenty-four consecutive hours from the expiration of one hour after the vessel has been safely berthed. If the steamer is in port more than forty-eight hours, then the officer whose home port it is shall be entitled to be absent from the vessel for thirty-six consecutive hours from the expiration of one hour after the vessel has been safely berthed, and if after the expiry of such thirty-six hours the vessel remains longer in port the officer shall, in addition, be entitled to be absent from 5 p.m. on each day to 7 a.m. on the day following during the vessel's stay in port.

The provisions of this clause may be varied from time to time in the case of any ship if the officers concerned otherwise mutually arrange, such variation to be subject to the approval of the master.

Home Ports.

7. The home port of each officer shall be mutually arranged between the officer and his employer, and shall be stated in the ship's agreement when the officer signs it.

Remaining on Board in Charge of Ship.

8. When an officer is called upon to remain on board at night in port in charge of the ship, the time so occupied up to 10 p.m. shall be counted in his fifty-six hours of work for the week, and in cases in which an officer is called upon to remain on board on Sundays in port in charge of the ship the time so occupied shall be counted as ten hours in his fifty-six hours of work for the week if the whole Sunday be so occupied, and proportionately to ten hours for any time less than the whole day.

9. Nothing in this award shall operate to diminish the rate of pay which any officer is receiving at the date of this award, so long as he is employed in his present ship.

Sick-pay.

10. Sick-pay to be in accordance with the provisions of the New Zealand Shipping and Seamen Act, 1908, and its amendments.

Exemptions.

11. (a.) Steamers belonging to any of the employers bound by this award and which trade within the Commonwealth of Australia are exempt from the award.

(b.) Steamers belonging to the Maoriland Steamship Company (Limited) and which are under 600 tons gross register are also exempt from the award.

Term of Award.

12. This award shall come into force from the 1st day of May, 1912, but shall apply to wages earned during the month of April, 1912, and shall continue in force until the 30th day of April, 1915.

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 27th day of June, 1912.

W. A. SIM, Judge.

MEMORANDUM.

The parties in this case agreed on a settlement of the dispute, and the terms agreed on were embodied in the recommendation of the Council of Conciliation. The union, after making this agree-

ment through its duly authorized agent, attempted to repudiate it, and asked the Court to alter the terms of the agreement so as to make the hours of work eight per day instead of fifty-six per week. That, of course, the union cannot be allowed to do, and the award embodies the recommendation of the Council, with some additions afterwards agreed on by the parties.

Huddart, Parker, and Co. Proprietary (Limited) has been retained as a party to the award, but it seems clear that the company will not be bound by the award so far as relates to round voyages which begin and end in Australian ports: *In re* Wellington Cooks and Stewards' Union (26 N.Z. L.R. 394; 9 Gaz. L.R. 214). The question whether, as to any other voyages in New Zealand waters, the company will be bound can be left to be determined when the case arises.

W. A. SIM, Judge.
