

(2545.) WELLINGTON SHIPS' MASTERS.—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 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.

Masters.

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 master at the following rate and under the following terms, in accordance with the classification of his steamer:—

CLASS A.—PASSENGER STEAMERS.

Division 1.	1,000 tons and under	...	£26	per calendar month.
„ 2.	1,001 to 2,000 tons	...	£29	„
„ 3.	2,001 „ 3,000 „	...	£33	„
„ 4.	3,001 „ 4,000 „	...	£37	„
„ 5.	Over 4,000 tons	...	£43	„

CLASS B.—CARGO STEAMERS.

Division 1.	1,000 tons and under	...	£25	per calendar month.
„ 2.	1,001 to 2,000 tons	...	£27	„
„ 3.	2,001 „ 3,000 „	...	£30	„
„ 4.	3,001 „ 4,000 „	...	£33	„
„ 5.	Over 4,000 tons	...	£36	„

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

Within twelve months from the date of coming into operation of this award a new division (6) shall be added to Class A (Passenger Steamers) for steamers over 7,000 tons gross, and the rate of pay for such division shall be not less than £45 per calendar month.

Holidays.

2. After twelve months' continuous service as master every master shall be entitled in each year to leave of absence on full sea-pay, at such time as the employer shall determine, for a continuous period of twenty-one days in the case of masters of passenger-steamers and time-tabled cargo-steamers, and seventeen days in the case of masters of cargo-steamers.

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.

The employer shall arrange for the leave of absence to begin and end at the master's home port.

Victualling-allowance.

3. Whenever meals are not provided for a master on his ship (except during his leave of absence) he shall be paid a victualling-allowance of 10s. per day.

Transfer.

4. Whenever a master 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.

Petty Expenses.

5. The employer shall pay any reasonable expenses of the master incurred in the service or in the interests of the employer.

Standing by.

6. A master when ashore standing by or on transfer shall, unless he is definitely discharged or disrated by the employer, continue to receive pay at the rate he was receiving in the steamer of which he was last in command, and also the victualling-allowance set out in clause 3 hereof; but if disrated he shall receive pay at the rate of the class or division to which he is reduced. If reduced to the rank of "officer," he shall receive the pay of the rank and class or division to which he is reduced, with the usual victualling-allowance of such an officer.

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

Exemptions.

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

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

Term of Award.

9. This award shall come into force as 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.

This award embodies the recommendation of the Conciliation Council.

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.