

(4161.) NORTHERN STEAMSHIP COMPANY'S SHIPS' OFFICERS
(STEAMERS 100 TONS AND OVER).—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 amendments; and in the matter of an industrial dispute between the Auckland Merchant Service Guild (hereinafter called “the union”) and the Northern Steamship Company (Limited) (hereinafter called “the 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 the employer by its 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 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 from the 15th day of November, 1915, and shall continue in force until the 15th day of November, 1917, and thereafter as provided by subsection (1) (d) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

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 29th day of October, 1915.

T. W. STRINGER, 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:—

		Per Month.	
		Chief Officer.	Second Officer.
		£	£
“ Manaia ”	19	15
“ Rarawa ”	19	15
“ Clansman ”	18	14
“ Ngapuhi ”	18	14
“ Waiotahi ”	17	13
“ Wakatere ”	17	13
“ Ngatiawa ”	17	13
“ Aupouri ”	17	13
“ Rimu ”	17	13
“ Arapawa ”	17	13
“ Claymore ”	16	12
“ Kanieri ”	16	12
“ Apanui ”	16	12
“ Tasman ”	16	12
“ Taniwha ”	16	12
“ Waimarie ”	16	12
“ Daphne ”	15	11
“ Chelmsford ”	15	...
“ Paeroa ”	15	...
“ Weka ”	15	...

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 the 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 officers concerned.

4. When a vessel is in the home port the chief officer shall make arrangements whereby the nightwatchman 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 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 company 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 award contained shall be construed as imposing any obligation upon the company 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 award and the provisions and conditions contained in this schedule shall bind the Northern Steamship Company (Limited) in so far only as respects ships owned or controlled 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 on the 15th day of November, 1915, and shall continue in force until the 15th day of November, 1917.*

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 29th day of October, 1915.

T. W. STRINGER, Judge.

* Section 90, subsection (1) (d), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiration of the currency of the award, the award shall continue in force until a new award has been duly made or an industrial agreement entered into, except where the registration of an industrial union of workers bound by such award has been cancelled.

MEMORANDUM.

This award is identical with the former award (Vol. xii, p. 965) except that some increases of pay have been granted by the Court.

The evidence adduced at the hearing did not, in the opinion of the Court, justify the various alterations and amendments of the old award which were sought for by the union, nor were sufficient grounds shown for joining the parties cited other than the Northern Steamship Company.

T. W. STRINGER, Judge.
