

## WELLINGTON INDUSTRIAL DISTRICT.

### (4193.) WELLINGTON SHIPS' MASTERS (UNION STEAMSHIP COMPANY).—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 Union Steamship Company of New Zealand (Limited) (hereinafter called “ the employers ”) and the Merchant Service Guild of Australasia (New Zealand Section) Industrial Association of Workers (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 the employers by their representatives duly appointed, doth hereby order and award:—

That, as between the union and the members thereof and the employers, 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 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 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 December, 1915, and shall continue in force until the 1st day of December, 1918, 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 13th day of December, 1915.

T. W. STRINGER, Judge.

#### SCHEDULE.

##### *Masters.*

1. The steamers now owned by the employers and any other steamers to which the provisions of this award shall at any time hereafter be applicable shall be classified according to their gross register tonnage as follows, and the employers shall pay each master at the following rates and under the following terms in accordance with the classification of his steamer :—

	Per Calendar Month.		
	£	s.	d.
Class A. Passenger-steamers—			
Division 1.—1,000 tons and under	...	29	18 0
Division 2.—1,001 to 2,000 tons	...	33	7 0
Division 3.—2,001 to 3,000 tons	...	37	19 0
Division 4.—3,001 to 4,000 tons	...	42	11 0
Division 5.—4,001 to 7,000 tons	...	49	9 0
Division 6.—Over 7,000 tons ...	...	51	15 0
Class B. Cargo-steamers—			
Division 1.—1,000 tons and under	...	28	15 0
Division 2.—1,001 to 2,000 tons	...	31	1 0
Division 3.—2,001 to 3,000 tons	...	34	10 0
Division 4.—3,001 to 4,000 tons	...	37	19 0
Division 5.—Over 4,000 tons ...	...	41	8 0

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

##### *Holidays.*

2. (a.) After twelve months' continuous service as master every master shall be entitled in each year to leave of absence on full seapay, at such time as the employers shall determine, for a continuous period of twenty-one days. With the consent of the employers 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 employers shall arrange for the leave of absence to begin and end at the master's home port.

(b.) Upon his leave of absence expiring, if a master reports himself as ready to resume duty and his ship is not then available, and he is not in the meantime appointed to another command, he

shall be paid wages at holiday rates (without board and lodging allowance) while waiting.

*Board and Lodging Allowance.*

3. Whenever meals are not provided for a master on his ship (except during his leave of absence) he shall be paid a board and lodging allowance of 11s. per day.

*Transfers.*

4. Whenever a master has to change his home port in consequence of a transfer from one service or ship of the employers 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 employers that goes to or towards his destination.

*Petty Expenses.*

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

*Standing by.*

6. A master when ashore standing by or on transfer shall, unless he is definitely discharged or disrated by the employers, continue to receive pay at the rate he was receiving in the steamer of which he was last in command, and also the board and lodging 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 board and lodging allowance of such an officer.

*Rating.*

7. In the event of a master having been in command of the same class of vessel for three months consecutively, and he is then, without having been disrated, placed in command of a vessel of a lower class, he shall continue to receive the rate of pay which he received in the class of vessel of which he was for three months continuously in command.

*Excursions on Sunday or Holiday Sailings.*

8. Whenever his vessel is engaged on an excursion on a Sunday or any public holiday, or departs from port on a Sunday or public holiday (except in the case of bar harbours or the departure of the vessel on the previous day having been prevented by unfavourable weather conditions), the master shall be entitled to an extra day's sea-pay.

*Time off.*

9. Each master shall be entitled to two intervals of twenty-four hours off duty in port in every calendar month, and if either of such intervals be not given in any month the intervals not given may accumulate from month to month, and the time so accumulated be given at a time or times to be mutually arranged between the master and the employers. These intervals shall not be given on Sundays.

In the case of the Wellington-Lyttelton ferry service, and trades in which the vessel is not in port for more than twenty-four hours, the provisions of this clause may be varied from time to time as may be mutually arranged between the employer and the master concerned.

*Uniform Trimmings.*

10. Should the master requisition for same one set of uniform trimmings shall be provided by the employer in each year free of charge to the master.

*Application of Award.*

11. This award shall apply only to steamers for which articles are taken out in New Zealand, but shall not in any case apply to steamers employed in the inter-State trades of the Commonwealth of Australia or to steamers employed in trading with the United Kingdom.

*Term of Award.*

12. This award shall come into force as from the 1st day of December, 1915, and shall continue in force until the 1st day of December, 1918.\*

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 13th day of December, 1915.

T. W. STRINGER, Judge.

## MEMORANDUM.

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

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.