

(4094.) WELLINGTON MERCANTILE MARINE MASTERS AND OFFICERS (STEAMERS 100-600 TONS).—AWARD (EXCLUDING UNION STEAMSHIP COMPANY OF NEW ZEALAND (LIMITED)).

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 Wellington Merchant Service Guild Industrial Union of Workers (hereinafter called “the union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”):—

- Anchor Shipping and Foundry Company, The, c/o W. and G. Turnbull, Wellington.
- Canterbury Steam Shipping Company, The, Jervois Quay, Wellington.
- Chatham Islands Fishing Company, The, Johnston Street, Wellington.
- Eckford, T., c/o Levin and Co., Customhouse Quay, Wellington.
- Holm, Captain F., c/o G. T. Hull and Co., Johnston Street, Wellington.
- Johnston and Co., Featherston Street, Wellington.
- Kaiapoi Shipping and Trading Company, The, c/o Bannatyne and Co., Wellington.
- Karamea Steamship Company, The, c/o Dalgety and Co., Wellington.
- Levin and Co., Customhouse Quay, Wellington.
- Maoriland Steamship Company, The, Jervois Quay, Wellington.
- Owners of the s.s. “Opouri,” The, c/o New Zealand Shipowners’ Association, Wellington.
- Richardson and Co., c/o Johnston and Co., Featherston Street, Wellington.
- South Taranaki Steamship Company, The, Featherston Street, Wellington.
- Turnbull, W. and G., Customhouse Quay, Wellington.
- Wellington and Wanganui Steam Packet Company, c/o Johnston and Co., Featherston Street, Wellington.
- Westland Steamship Company, The, c/o Bannatyne and Co., 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, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties

respectively, and the time for making this award having been duly extended, 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 August, 1915, and shall continue in force until the 2nd day of August, 1917, and thereafter as provided by section 90, subsection (1) (d), 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 2nd day of July, 1915.

— T. W. STRINGER, Judge.

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 rate of wages to be paid to certificated masters and officers on steamers coming within the scope of this award shall be as follows :—

Masters: On steamers where only one mate is carried, £25 per calendar month; on steamers where two mates are carried, £23 10s. per calendar month.

Officers: Chief officers, £19 per calendar month; second officers, £15 per calendar month.

Holidays.

3. (a.) Masters and 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 a master or 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 10s. per day to masters and 5s. per day to officers. This provision shall not, however, apply at a master's or officer's home port.

Transfers.

7. Whenever a master or 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.

Preference.

8. (a.) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within seven days after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober habits to become a member of the union upon payment of an

entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

Term of Award.

9. (a.) This award shall come into force on the 2nd day of August, 1915, and shall continue in force until the 2nd day of August, 1917.*

(b.) The Court reserves the right to suspend, alter, amend, or vary any of the provisions of this award, either of its own motion or with the leave of the Court first obtained, on the application of any party to the award.

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 2nd day of July, 1915.

T. W. STRINGER, Judge.

MEMORANDUM.

The Court has had great difficulty in making this award owing to the fact that the services affected are conducted under such variable conditions. The union sought to have provisions inserted so as to secure to the officers payment for overtime as in the case of seamen. The Court, however, has been unable to adopt this course, as doing so would have placed the officers in a position in which their interests would have conflicted with their duty, which is to minimize overtime as far as possible. The Court was satisfied, moreover, by the evidence brought before it that the extra cost entailed by such a provision would probably have resulted in several of the ships affected being put out of commission, or, at any rate, being worked at heavy loss.

The Court realizes the anomalous conditions at present existing, under which a seaman's earnings are sometimes greater than the officer's, but it cannot see its way to remove this anomaly with a due regard to the employers' interests. The Court was therefore placed in the dilemma of either refusing to make any award or to give some increase in the fixed pay of the masters and officers, and it has with some hesitation adopted the latter alternative, in the hope that, while settling the dispute between the employers and their employees, it would not involve the former in greater expense than they could reasonably bear.

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.