

WELLINGTON INDUSTRIAL DISTRICT.

(4632.) WELLINGTON MARINE ENGINEERS.—AWARD *RE* SMALL COASTAL STEAMERS UNDER 100 NOMINAL HORSE-POWER.

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 Levin and Co. (Limited) (which company, together with the companies hereinafter named, are called “the employers”) and the Australasian Institute of Marine Engineers’ (Wellington District) Industrial Union of Workers (hereinafter called “the union”):—

- Anchor Shipping and Foundry Company (Limited), Nelson.
- Aoreere Steamship Company (Limited), Wellington.
- Canterbury Steamship Company (Limited), Christchurch.
- Chatham Islands Fishing Company (Limited), Wellington.
- Eckford, Thomas, and Co., Blenheim.
- Kaiapoi Shipping and Trading Company (Limited),
Kaiapoi.
- Opouri Shipping Company (Limited), Christchurch.
- Orepuki Shipping Company (Limited), Christchurch.
- Patea Farmers’ Co-operative Freezing Company (Limited),
Patea.
- Patea Shipping Company (Limited), Patea.
- Richardson and Co. (Limited), Port Ahuriri.
- South Taranaki Steamship Company (Limited), Wellington.
- Stevenson, Stewart, and Co., Christchurch and Lyttelton.
- The “John” (Limited) (G. T. Hull and Co., agents), Wel-
lington.
- Wairau Steamship Company (Limited), Wellington.

Wellington-Havelock-Motueka Steamship Company (Limited), Wellington.

Wellington-Wanganui Steam Packet Company (Limited), Wellington.

Westland Steamship Company, Hokitika.

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, 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 July, 1916, and shall continue in force until the 30th day of June, 1919, 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 10th day of April, 1917.

— T. W. STRINGER, Judge.

SCHEDULE.

Classification of Steamers.

1. (a.) Under 20 N.H.P.: "Opawa," 18; "Aorere," 18.

(b.) 20 to under 40 N.H.P.: "Wakatu," 24·3; "Huia," 24·3; "Ruru," 30; "Manaroa," 25; "Blenheim," 30·76; "Waverley," 26·7; "Mana," 24; "Wairau," 21; "Kapuni," 32; "Hawera," 35; "Queen of the South," 35; "Wootton," 25; "Defender," 25; "Tainui," 25; "Kiripaka," 25.

(c.) 40 to under 60 N.H.P.: "Kennedy," 41; "Nikau," 42; "Himitangi," 45; "Stormbird," 45; "Kahu," 45; "Kaitoa," 49.76; "Storm," 56.2; "John," 45; "Kapiti," 40; "Awahou," 58.

(d.) 60 to under 100 N.H.P.: "Breeze," 64; "Alexander," 67; "Ripple," 71; "Putiki," 62.5; "Orepuki," 64; "Mako," 74.8; "Waimea," 85; "Opouri," 92.

(e.) The N.H.P. of any vessel not provided for or any alterations required in the above schedule shall be agreed upon between a representative appointed by the employer or employers concerned and a representative of the Australasian Institute of Marine Engineers (Wellington District).

Rates of Pay.

2. (a.) The wages to be paid per calendar month shall be: Chief or only engineers—Under 20 N.H.P., £22 10s.; from 20 to under 40 N.H.P., £24; from 40 to under 60 N.H.P., £24 10s.; from 60 to under 100 N.H.P., £25. Second engineers, £19. Third engineers, £16 10s.

(b.) The minimum rates of pay for engineers on the s.s. "Calm," N.H.P. 116, shall, as from the 1st day of May, 1917, be as follows: Chief engineer, £26 9s. per calendar month; second engineer, £20 2s. 6d. per calendar month; third engineer, £17 16s. 6d. per calendar month.

(c.) The above scale does not prescribe the number of engineers to be carried by any steamer.

(d.) Steamers with freezers working and running under 150 miles to pay 10s. per trip to each engineer in addition to the ruling rates of pay.

(e.) Steamers with freezers working and running over 150 miles to pay £1 per trip to each engineer in addition to the ruling rates of pay.

(f.) Trip to mean from loading to discharge of frozen cargo.

(g.) Whenever his vessel is engaged on an excursion on a Sunday or any public holiday each engineer shall be entitled to an extra day's sea pay.

Nominal Horse-power.

3. The nominal horse-power shall be ascertained by dividing the sum of the squares of the diameters in inches of the steam-engine cylinders in the engine-room by 30. Pulsometers and accumulators shall not, however, be included in the computation of the nominal horse-power.

Holidays.

4. (a.) After twelve months' continuous service engineers shall be entitled in each year to leave of absence for fourteen days on full sea pay (without victualling-allowance) at such time as shall be agreed upon.

(b.) At the option 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.

(c.) After twelve months' continuous service, if an engineer resigns or 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 the date his last holiday became due.

Victualling-allowance.

5. (a.) When retained in port and not "found" by the ship engineers shall be paid at the rate of 6s. per day.

(b.) While a steamer is out of commission or laid up for repairs, if the employers retain for fitting or any other purpose the services of an engineer who was the last of his rating borne on the articles in force for that steamer immediately prior to going out of commission or being laid up for repairs, the engineer shall be entitled for the time actually employed, but not exceeding a period of fourteen days, to full sea pay, and also (if not found by the ship) to victualling-allowance; and for any time thereafter (if still retained) the engineer (if chief or second) shall be entitled to full sea pay only, and (if under chief or second) shall be entitled to not less than the minimum shop rates for fitters' work of the same class in port.

Transit.

6. Free transit shall be provided by the company's steamers for the family and effects of engineers of the company. This applies only to engineers when they are removed to suit the conditions of the special trade in which their steamers are engaged.

Scope of Award.

7. This award shall not apply to vessels plying within extended river limits.

Term of Award.

8. This award shall come into force as from the 1st day of July, 1916, and shall continue in force until the 30th day of June, 1919.

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 10th day of April, 1917.

____ T. W. STRINGER, Judge.

MEMORANDUM.

This award embodies the recommendations of the Conciliation Council, which the parties agreed to accept. At the hearing a special rate of wages for the engineers of the s.s. "Calm" was agreed on, to be embodied in this award in the event of the Court's deciding that the award should apply to that vessel. The Court has decided that this award shall apply to such vessel, and the special provision has therefore been embodied herein.

T. W. STRINGER, Judge.