

(5582.) MARINE ENGINEERS (COASTAL SHIPPING COMPANIES).—
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 Australasian Institute of Marine Engineers' (Wellington District) Industrial Union of Workers (hereinafter called "the union") and the under-mentioned persons, firms, and companies (hereinafter called "the employers"):

- Anchor Shipping and Foundry Company (Limited), Nelson.
- Canterbury Steamship Company (Limited), Christchurch.
- Coastal Steamship Company (Limited), Wellington.
- Eckford, T., and Co., Blenheim.
- Iron and Steel Company of New Zealand (Limited), Dunedin.
- "John" (Limited) (G. T. Hull and Co., Agents), Wellington.
- Kaiapoi Shipping and Trading Company (Limited), Kaiapoi.
- Manawatu Shipping Company, Wellington.
- Miller Bros., Port Chalmers.
- New Zealand Refrigerating Company (Limited), Christchurch.
- Opihi Shipping Company (Limited), Christchurch.
- Orepuki Shipping Company (Limited), Christchurch.
- Owners s.s. "Huia," New Plymouth, care of A. Duna, King's Chambers, Wellington.
- Patea Farmers' Co-operative Freezing Company (Limited), Patea.
- Richardson and Co. (Limited), Port Ahuriri.
- South Taranaki Shipping Company (Limited), Wellington.
- Southern Steamship Company (Limited) (Keith Ramsay, Managing Agent), Dunedin.
- Stevenson, Stewart, and Co., Christchurch and Lyttelton.
- Wairau Steamship Company (Limited), Wellington.
- Wakatu Shipping 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 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 hereinafter provided, and shall continue in force until the 31st day of December, 1921, 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 14th day of February, 1920.

— T. W. STRINGER, Judge.

SCHEDULE.

Classification of Steamers.

1. (a.) Under 20 n.h.p. : "Opawa," 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; "Wootton," 25; "Karu," —; "Kotonui," —.
- (c.) 40 to under 60 n.h.p. : "Kennedy," 41; "Nikau," 42; "Kahu," 45; "Kaitoa," 49·76; "Storm," 56·2; "John," 45; "Kapiti," 40; "Awahou," 58; "Cygnet," 43·8; "Waitangi," —; "Invercargill," —.
- (d.) 60 to under 80 n.h.p. : "Breeze," 64; "Alexander," 67; "Ripple," 71; "Putiki," 62·5; "Orepuki," 64; "Mako," 74·8.
- (e.) 80 to under 100 n.h.p. : "Waimea," 85; "Stella," 90; "Opihi," 92.
- (f.) 100 to 150 n.h.p. : "Calm," 116.
- (g.) The nominal horse-power 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).

Minimum Rates of Pay.

2. (a.) The wages to be paid per calendar month shall be : Chief or only engineer—Under 20 n.h.p., £26; 20 to under 40 n.h.p., £28; 40 to under 60 n.h.p., £28 10s.; 60 to under 80 n.h.p.,

£29; 80 to under 100 n.h.p., £31; 100 to under 150 n.h.p., £32. Second engineers—Under 80 n.h.p., £23; 80 to under 150 n.h.p., £24. Third engineers—Under 100 n.h.p., £20; 100 to 150 n.h.p., £21 10s.

(b.) In consequence of the hours worked on the "John," "Nikau," "Kaitoa," "Storm," "Awahou," and "Ripple" a bonus of 5 per cent. in addition to the above-mentioned rates of pay shall be paid to engineers on these steamers so long as only two engineers are employed, and they remain in the trade in which they are at present respectively engaged.

(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 £1 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 £2 per trip to each engineer in addition to the ruling rates of pay.

(f.) A "trip" to mean from loading to discharge of frozen cargo.

(g.) Whenever the 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 with the same employers engineers shall be entitled in each year to leave of absence on full sea-pay (without victualling-allowance), at such time as the employers shall determine, as follows: Chief or sole engineers, twenty-one days; other engineers, fourteen days.

(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 on which his last holiday became due.

Victualling-allowance.

5. Except during absence by leave every engineer shall be entitled to meals and proper accommodation up to the ordinary

standard, either on his vessel or as may be otherwise arranged by his employer, or else to receive an allowance as follows: For victualling and accommodation—Chief or sole engineers, 11s. per day; all other engineers, 10s. per day, or £2 10s. per week. For accommodation only—Chief or sole engineers, 4s. per day; all other engineers, 4s. per day. For victualling only—Chief or sole engineers, 7s. 6d. per day; all other engineers, 7s. 6d. per day.

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.

Amendment of Award.

8. The parties to this award agree that neither party will apply for any amendment of its provisions until the period for which it is made shall have expired.

Term of Award.

9. This award so far as relates to wages shall come into force as from the 1st day of July, 1919, and so far as all the other provisions of this award are concerned it shall come into force on the date hereof, and this award shall continue in force until the 31st day of December, 1921.

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 14th day of February, 1920.

T. W. STRINGER, Judge.

MEMORANDUM.

This award embodies without alteration the recommendations of the Conciliation Council, which the parties agreed to accept. By agreement of the parties the award is made retrospective in its operation as regards wages.

T. W. STRINGER, Judge.