

(6828.) WELLINGTON MERCANTILE MARINE MASTERS AND OFFICERS (STEAMERS 100-600 TONS).—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 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 (Limited), Nelson.

Canterbury Shipping Company (Limited), P.O. Box 276, Christchurch.

Chatham Islands Fishing Company (Limited), 2 Ballance Street, Wellington.

Coastal Shipping Company (Limited), P.O. Box 10, Wellington.

Eckford, C. A., Blenheim.

Hokitika Shipping Company (Limited), Hokitika.

Iron and Steel Company of New Zealand (Limited), Dunedin.

Kaiapoi Shipping Company (Limited), Kaiapoi.

Manawatu Shipping Company (Limited), care of Levin and Co. (Limited), Wellington.

New Zealand Refrigerating Company (Limited), Christchurch.

- Orepuki Shipping Company (Limited), care of Reese Bros.,  
Christchurch.
- Patea Farmers' Co-operative Freezing Company (Limited),  
Patea.
- Ramsay, Keith, Dunedin.
- Richardson and Co. (Limited), Napier.
- South Taranaki Steamship Company (Limited), Patea.
- Steamship "Invercargill" (Limited), care of Johnston and  
Co., Wellington.
- Steamship "John" (Limited), care of Captain Hull, Wel-  
lington.
- Stevenson, Stewart, and Co. (Limited), Christchurch.
- Wairau Steamship Company (Limited), care of Johnston  
and Co., Wellington.
- Wellington Taranaki Steamship Company (Limited), 13  
King's Chambers, 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 July, 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 12th day of May, 1921.

[L.S.]

F. V. FRAZER, Judge.

## SCHEDULE.

*Scope of Award.*

1. This award shall apply only to steamers the gross tonnage of which is not less than 100 tons and not more than 600 tons, and to the s.s. "Calm," as herein provided.

*Rates of Pay.*

2. The minimum rates of wages to be paid per calendar month shall be as follows:—

(a.) Masters, £35 per month; chief officers, £26 per month; second officers, £22 per month.

(b.) S.s. "Calm": Master, £37 per month; chief officer, £27 per month; second officer, £23 per month.

(c.) Notwithstanding anything otherwise contained in this award and irrespective of the trade engaged in, the masters in the following vessels shall be paid as follows: "Tangaroa," "Te Aroha," and "Koau," £33 10s. per month; "Koi" and "Fanny," £33 per month.

*Hours of Duty.*

3. (a.) Except as may be otherwise provided, every officer shall be liable for duty at any time at sea or in port as may be required by the employer or his representative.

(b.) All time worked in excess of ten hours per day in vessels in which two mates are employed, or sixty hours per week in vessels where only one mate is employed, shall be paid for at overtime rates, as prescribed by clause 4 hereof.

(c.) This clause shall not apply to masters.

*Overtime.*

4. (a.) All time worked in excess of the hours specified in clause 3 hereof shall be paid for at the rate of 3s. per hour.

(b.) This clause shall not apply to masters.

*Extra Payment to Officers in the employ of Richardson and Co. (Limited) for Manual Work.*

5. (a.) The former system of working Richardson and Co. (Limited) vessels shall be deemed to have ceased on the 30th day of November, 1920. After that date the conditions of this award shall prevail. but officers shall be paid 2s. per hour in addition to award rates for any manual labour they may be required to do: Provided that should this arrangement prove unsatisfactory the question shall be reopened and dealt with by the Disputes Committee at the request of either party.

(b.) This clause shall not apply to masters.

*Time-book.*

6. (a.) For the purpose of computing the amount of overtime (if any) to be paid, every officer shall, upon going off duty, enter in a book provided for the purpose the time at which such duty commenced and ended.

(b.) Each entry so recorded shall be checked, and if found correct shall be verified by the master within twenty-four hours of being made.

(c.) Any officer failing to so record his periods of work shall not be entitled to payment of overtime for the particular day or week affected, as the case may be.

*Victualling-allowance.*

7. (a.) Except during absence by leave every master and officer 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—Masters, 11s. per day; other officers, 10s. per day, or £2 10s. per week. For accommodation only—Masters, 4s. per day; all other officers, 4s. per day. For victualling only—Masters, 7s. 6d. per day; all other officers, 7s. 6d. per day.

*Annual Holidays.*

8. (a.) Masters and officers after twelve months' continuous service with the same employer 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: Masters, twenty-one days; other officers, fourteen days.

(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.

*Weekly Time off.*

9. Every officer shall be entitled to be absent from his ship in his home port for a time equivalent to four hours for each week he has been employed. This time is to be given either at the beginning or end of, and during, a working-day, from 7 a.m. to 5 p.m., and if not given shall be paid for on the basis of half a day's sea-pay for every four hours not allowed off, or else shall be allowed to accumulate and then be given in whole days or part days at the home port.

In cases in which the ship is not regularly trading to the home port the time off may be given at the following ports, viz.: Auckland, Onehunga, Wellington, Lyttelton, Port Chalmers, Dunedin, or any other port agreed to between the master and the officer.

*Leaving Main Ports on Sunday.*

10. When a vessel leaves any of the main ports on any Sunday or holiday, each master or officer shall be paid an extra day's sea-pay. Should a vessel leave more than one main port on a Sunday or holiday, one day's sea-pay only shall be allowed. Main ports are Auckland, Gisborne, Napier, Wellington, Picton, Nelson, Lyttelton, Oamaru, Timaru, Port Chalmers, Dunedin, Bluff, Onehunga, and New Plymouth.

*Safety of Ships.*

11. An officer shall attend when required any medical inspection in port, or any boat or fire drill in port or at sea, and do any work that is required of him for the safety of the ship when in immediate peril, without payment of overtime.

*Preference.*

12. (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.

*Retrospective Pay.*

13. As from the 1st March, 1920, to the 31st July, 1920, masters' rates of pay are to be made up to £35 per month.

Chief officers' rates of pay are to be made up to £26 per month, with an allowance of £2 per month in lieu of overtime where such has not been paid.

Second officers' rates of pay are to be made up to £22 per month, with an allowance of £2 per month in lieu of overtime where such has not been paid.

*Term of Award.*

14. This award shall be deemed to have come into force on the 1st day of August, 1920, and shall continue in force until the 31st day of July, 1921.

In witness whereof the seal of the Court of Arbitration of New Zealand hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 12th day of May, 1921.

[L.S.]

F. V. FRAZER, Judge

## MEMORANDUM.

This award embodies the recommendations of the Conciliation Council, which the parties agreed to accept. The term of the award has been fixed by the Court.

[L.S.]

F. V. FRAZER, Judge.

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