

(8463.) NORTHERN INDUSTRIAL DISTRICT SHIPS' MASTERS AND OFFICERS.—AWARD.

In the Court of Arbitration of New Zealand, Northern 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 Auckland Merchant Service Guild Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

The Northern Steamship Company (Limited), Quay Street, Auckland.

The Wilsons (N.Z.) Portland Cement Company (Limited), Customs Street, Auckland.

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 a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 1st day of January, 1926, and shall continue in force until the 1st day of January, 1928, 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 affixed, and the Judge of the Court hath hereunto set his hand this 18th day of December, 1925.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Classification and Wages.

1. The vessels now owned by the employers are classified as follows, and the employers shall pay each master and officer not less than the following monthly rates and under the following terms in accordance with the classification of his vessel:—

	Master.			Chief Officer.			Second Officer.			
	£	s.	d.	£	s.	d.	£	s.	d.	
Class A—										
S.s. "Matangi," "Manaia," "Rarawa"	38	10	0	27	10	0	23	10	0	
Class B—										
S.s. "Ngapuhi," "Clansman"	..	35	10	0	26	10	0	22	10	0
Class C—										
S.s. "Waiotahi," "Ngatiawa," "Wakatere," "Aupouri," "Rimu," "Arapawa"	..	32	10	0	25	10	0	21	10	0
Class D—										
S.s. "Claymore," "Apanui," "Taniwha," "Waimarie," "Herekino"	32	10	0	24	10	0	20	10	0	
Class E—				Master.			Only Mate.			
				£	s.	d.	£	s.	d.	
S.s. "Daphne," "Waipu"	..	..	..	32	10	0	24	10	0
Class F—							Master.			
							£	s.	d.	
S.s. "Hauiti"	..	..	..	..	..	..	28	10	0
S.s. "Kawau," "Gael"	..	..	..	..	..	..	27	10	0
S.s. "Omana," "Kotiti"	..	..	..	..	..	..	25	10	0
S.s. "Kopu" (not found)	..	..	..	..	..	..	25	10	0
Class G—				AUXILIARY VESSELS.						
O.v. "Ronaki"	..	..	..	..	..	..	32	10	0
O.v. "Otimai," "Motu"	..	..	..	..	..	..	31	10	0
O.v. "Tuhoe," "Paroto"	..	..	..	..	..	..	29	10	0
Class H—										
O.v. "Pono"	..	..	..	..	..	..	27	10	0
O.v. "Torea"	..	..	..	..	..	..	26	10	0
O.v. "Victory"	..	..	..	..	..	..	25	10	0

Rating and Duty.

2. (a.) A master or officer on permanent appointment to a ship or on promotion to a ship of a higher class shall be paid the rate of pay of the class to which his ship belongs.

(b.) A master or officer who is appointed to a definite command, and not simply to a temporary or acting command of a ship in any class, shall be considered to be a permanent master in such class.

(c.) When a master is in temporary charge of a ship of a lower class than his own rating as above determined he shall, unless he has been actually disrated, continue to receive pay at his own rates. When in temporary command of a ship of a higher class than his own rating he shall receive the pay fixed herein for the master of such a ship.

(d.) None of the foregoing provisions shall be taken to prejudice the right of the employers to disrate any master or officer for what the employers shall find to be sufficient cause.

(e.) The rates of pay of masters and officers employed in any steamers owned or controlled by the employers other than those set forth in clause 1 hereof shall be fixed by mutual arrangement between the company and the masters and officers concerned.

(f.) When a vessel is in the home port the chief officer shall make arrangements whereby the night-watchman shall call one of the crew to promptly communicate with any master or officer of the company should necessity arise, and any master or officer called upon by such member of the crew shall immediately proceed to the vessel where his services are required.

(g.) When any ship is going to sea or arriving in port from sea, consideration shall be had, in deciding what officer shall go on watch or remain on duty, to work which has before such departure or arrival been performed by the officers, with a view to avoiding the imposing of excessive hours upon any officer.

(h.) Nothing in this award contained shall be construed as imposing any obligation upon the company to employ in any ship more officers than are required to be carried in such ship by the provisions of the Shipping and Seamen Act, 1908, or any amendment thereof.

(i.) The provisions of this award, and the provisions and conditions contained in clause 1, shall bind the employers in so far only as respects ships owned or controlled by them which trade within the limits of the Northern Industrial District, or which trade in some trade one of the terminal ports of which is within the limits of the said industrial district.

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 sixty hours per week shall be paid for at overtime rates, as prescribed in 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.

Time-book.

5. (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 uniform time-book to be adopted and 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 work affected.

Victualling-allowance.

6. Except during absence on 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 in lieu thereof to an allowance as under: For victualling and accommodation, 12s. 6d. per day, or £3 3s. per week; for accommodation only, 5s. 6d. per day; for victualling only, 8s. 6d. per day.

Holidays.

7. Every master or officer after twelve months' continuous service as master or officer shall be entitled in each year to leave of absence on full pay at such time as the employer shall determine, a master for a continuous period of twenty-one days and an officer for a continuous period of fourteen days. And every master or officer shall be entitled to one day's extra holiday leave for each day's excursion run on Sundays and public holidays during the preceding twelve months—"excursions" to include fishing excursions that leave port on Saturday evenings, and any Sunday on which a steamer leaves Auckland or Onehunga for the convenience of a theatrical company when the usual time of such steamer's sailing is the following Monday. If a master or officer desires it and the employer consents, such holiday leave or any portion thereof may be postponed and added to the leave of absence for the following year, and thereafter further postponed and accumulated if the master or officer so desires it and the employer consents. When practicable a week's notice shall be given to masters and officers to take holidays. "Public holidays" shall mean New Year's Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day, and Anniversary Day.

Vessels out of Commission.

8. If, when a vessel is out of commission or laid up for repairs, the employer retains the services of any officer on the ship's articles

for any work in connection with the ship, such officer shall be entitled to sea-pay and victualling-allowance for the time actually engaged in such work up to but not exceeding fourteen days and for any longer period to sea-pay only.

Weekly Time Off.

9. Every officer shall be given time off in his home port equivalent to four hours for each week he has been employed, which time shall be included in the computation of the hours of duty. This time is to be given on a working-day between 7 a.m. and 5 p.m., and if not given shall be paid for on the basis of half a day's sea-pay at overtime rates, or shall be allowed to accumulate for not longer than six months, 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, or any other port agreed to between the master and the officer.

Sundays and Holiday Sailing.

10. (a.) When a vessel leaves Auckland or Onehunga before 5 p.m. on any Sunday or holiday, each master and officer shall be paid an extra day's sea-pay. This provision shall not apply to the "Wai-marie," "Taniwha," or "Claymore" while engaged in their present trades, or to vessels of a similar class that may be substituted for them.

(b.) The holidays referred to are : New Year's Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, and Boxing Day.

Safety of Ships.

11. An officer shall attend when required any medical inspection in port, or any boat drill 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 this 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 written application, without ballot or other election, and to continue a member upon payment of subsequent contributions, not

exceeding 9d. per week, and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being more than three months in arrear, without reasonable excuse, in his contributions to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his contributions, and £1 for misconduct at a meeting of the union.

Scope of Award.

13. This award shall apply only to the vessels the names of which are set out in clause 1 hereof.

Term of Award.

14. This award shall come into force on the 1st day of January, 1926, and shall continue in force until the 1st day of January, 1928.

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 18th day of December, 1925.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The Court has incorporated some provisions of the Wellington Coastal Shipping Companies' award, which it considered were fairly to be regarded as being of general application. The Court was unable to grant the Guild's application for a general increase in the rates of wages, for the increases granted by the company in the past have more than maintained the margin between the wages of seamen and officers that existed in 1914.

F. V. FRAZER, Judge.