

(659.) WELLINGTON BRANCH, FEDERATED SEAMEN.—AWARD.

In the Court of Arbitration of New Zealand.—Wellington Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1900,” and its amendment; and in the matter of an industrial dispute between the Wellington Branch of the Federated Seamen’s Union of New Zealand Industrial Union of Workers (hereinafter called the “workers’ union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”)—viz., the Wellington Steam Ferry Company (Limited) and the Miramar Steam Ferry Company (Limited).

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 from the 1st day of December, 1903, and shall continue in force until the 1st day of December, 1905.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the President of the Court hath hereunto set his hand, this 23rd day of November, 1903.

FREDK. R. CHAPMAN, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

*Wages.*

1. The following shall be the rate of wages which shall be paid by the employers to their seamen and firemen, viz.: Firemen, £2 15s. per week; A.B. seamen, £2 10s. per week; second deck-hand when not A.B., £1 10s. per week. All wages to be paid weekly.

*Hours of Labour and Overtime.*

2. The hours of labour shall be not more than seventy hours per week. Overtime shall be paid for at time-and-a-half rates for all time worked over seventy hours in the week.

*Towing.*

3. When a ferry-steamer is employed in towing at a distance exceeding fifteen miles from the Wellington wharf the employers

shall provide food and water for the whole crew. Six hours shall be the limit beyond which men shall not be worked without a meal.

4. When it is known that a tow will extend beyond six consecutive hours, two firemen shall be carried, who shall work watch and watch.

*Holidays.*

5. On Christmas Day and Good Friday if men are called upon to work they shall be paid at double-time rates in lieu of holidays. Eight days' holidays on full pay are to be given to each man in the course of the year, at such dates as may be found convenient. If a man remains with the employer less than a year he shall receive full wages for a number of days or parts of days proportionate to the time he has served.

*Extra Hands.*

6. When running excursions on holidays a steamer shall carry sufficient deck-hands to lower a boat in emergency.

*Meal-hours.*

7. During the day's running men are to be allowed a sufficient time to take a meal on board; such time is to be counted in the working-hours.

8. When any man is required to attend on duty on any of the above specified holidays, and, having attended, is told that he is not required to work, he shall receive 2s. 6d. for such attendance.

*No Discrimination.*

9. Employers shall not discriminate against members of the union, and shall not, in the engagement or dismissal of men or in the conduct of their business, do anything directly or indirectly for the purpose of injuring the union.

10. When members of the union and non-members are employed together there shall be no distinction between them, and both shall work together in harmony and under the same conditions, and shall receive equal pay for equal work.

11. The foregoing clauses numbered 1 to 10 inclusive are the terms, conditions, and provisions set out in the schedule referred to in the foregoing award, and are hereby declared to be incorporated in and to form part of the said award.

In witness whereof the seal of the said Court hath hereto been put and affixed, and the President of the said Court hath hereto set his hand, this 23rd day of November, 1903.

FREDK. R. CHAPMAN, J., President.

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