

DECEMBER, 1897.

*Auckland.*

*Seamen's Dispute* (before the Conciliation Board).—Dispute between the Federated Seamen's Union and—(1.) The Clevedon Steam Navigation Company (represented by Mr. Alison), the Onehunga and Waiuku Shipping Company (represented by Mr. Hoskings), Mr. Parker (owner of the "Invincible" and the "Waitoa"), and Mr. Holgate. The union wished them to pay rates and conform to conditions arranged by the Board with regard to the Northern Shipping Company and others in August. (2.) The Northern Shipping Company, Captains McGregor, Shaw, and Braidwood, and Messrs. Leyland and O'Brien, who were stated to have failed to comply with the recommendations of the Board in August. Several other owners were included in this part of the dispute.

In the first part of the case it was stated that the ruling wages of the Clevedon Company were: Seamen, £8 13s. 4d.; "boy" on deck, £4 6s. 8d.; "boy" in engine-room, £6 10s. Proof was required that the "boys" were not "men"; if they were only boys the wages were up to the standard. The wages of the Onehunga and Waiuku Company were £8, £7, and £6 for three men on deck, and £6 for fireman; engineer, £17 16s. The standard wages for firemen were £8 10s. and found, and £8, £7, and £6 for seamen. Therefore it remained for the company to raise the firemen's wages from £6 to £8 10s., but this was not agreed to.

Mr. Parker ("Invincible" and "Waitoa") paid two men on deck at £6, and a lad in stokehole at £4, all to find themselves.

The recommendations of the Board with regard to these firms are given.

In the second part of the case, with reference to Messrs. Leyland and O'Brien, clause 7 of the previous finding of the Board said, "That there is no necessity for the recommendation of the Board to apply to Messrs. Leyland and O'Brien so long as they pay the same rate of wages as at present." The union contended that the firm should sign the agreement, as if the wages were reduced there would be the necessity of bringing them under the agreement. If the firm intended keeping to the present wages there would be no harm in signing the agreement. The employers concerned (the Northern Shipping Company and others) jointly refused to accept the original recommendations of the Board for the following reasons: (1.) There is no dispute between the parties cited and their employés, but, on the contrary, mutual good feeling and satisfaction is existing. (2.) The minimum rate of wages fixed by the Board to be paid to the crews of the "Weka," "Hirere," "Invincible," and "Waitoa" is in excess of that which can be profitably paid by the owners. (3.) That the parties cannot accede to the demand to pay overtime on any fixed basis. (4.) That it is not equitable or reasonable to expect that the employés of small vessels running within such river limits should be paid an equal rate of wage with men employed on large steamers running outside. (5.) That the employés are paid a fair living-wage.

Mr. Ranson (Northern Shipping Company) stated he had framed a clause on the lines of Judge Williams's recent decision. The shipowners were agreeable to accept the Board's recommendations, with this clause added: "That the above-named firms and the union shall be bounded by the provisions of this agreement, for the term of the agreement, provided that if any other person or firm trading with steamers or vessels propelled other than by sails to any port served by the above-named owners (auxiliary vessels or vessels propelled otherwise than by sails being employed, such provision as shall be approved of by both parties to this agreement, or that may be fixed by the Board of Conciliation), in conducting their business, shall not conform with such terms and conditions, the union, within fourteen days after notice in writing, shall take the necessary steps under the Act to compel them to do so; and, if the union fails to commence and carry out proceedings, or if, having taken and carried out such proceedings, it shall be unable to compel such person or firm to conform to the terms and conditions, then the parties bound by this agreement shall thereafter be released from any further obligations to conform to such terms and conditions." Mr. Ranson said that, if any arrangement was arrived at, it would not take effect until these other vessels were brought before the Board, in order that they might all start with a definite arrangement.

As a result of this, Mr. Ranson formally gave notice for several other owners to be joined in the proceedings; and the following firms were eventually cited under the same order of reference: The Clevedon Company (owners of "Hirere"), the Devonport Steam Ferry Company (owners of the "Admiral"), Mr. Parker (of "Invincible" and "Waitoa"), the Onehunga and Waiuku Company (owners of "Weka"), Messrs. Hare Brothers (of "Hercules"), Subritzky (of the "Medora"), Captain Martin (of the "Waipu"), Captain Skinner (of the "Aotea"), Mr. Darrack (of the "Oban"), and the owner of the "Kawau" (Mr. Holgate).

Captain Skinner paid following wages: Able seamen, £5 and boat-money (this represented for one month £9 16s. in all); ordinary seamen, £3 and boat-money (this represented for one month £4 16s. in all), all found. These rates were considered well up to the standard.

Messrs. Hare Brothers paid able seamen £7 and found, and ordinary seamen £6 and found.

The Devonport Steam Ferry Company's representative stated that the Board had recognised that a tugboat's trade was not on parallel lines with steamers running regular time-table with goods and passengers, and contended that the "Admiral's" case was similar to that of Leyland and O'Brien's "Stella." The same agreement would not apply to all steamers alike, as there were three different classes, tugboats, steamers running inside extended river limits, and steamers outside such limits.

The recommendations of the Board were as follows:—

In the matter of an industrial dispute between the Auckland branch of the Federated Seamen's Union of New Zealand and the Clevedon Steam Navigation Company, the Onehunga and Waiuku Steam Navigation Company, Mr. Parker, and Mr. Holgate, and of a reference for settlement. After a full investigation the Board is unanimously of opinion that there is no necessity for the first three firms to be brought under the recommendations of the Board with