

(2480.) WELLINGTON COOKS AND STEWARDS.—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 Federated Cooks and Stewards of New Zealand Industrial Union of Workers (hereinafter called “the union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”):—

Anchor Foundry and Shipping Company (Limited), Nelson.
 Aorere Steamship Company (Limited), Wellington.
 Blackball Coal Company (Limited), Christchurch.
 Canterbury Steamship Company (Limited), Christchurch.
 Eckford, Captain, Blenheim.
 Kaiapoi Steamship Company (Limited), Kaiapoi.
 Karamea Shipping Company (Limited), Wellington.
 Levin and Co. (Limited), Wellington.
 Maoriland Shipping Company (Limited), Wellington.
 Patea Shipping Company (Limited), Wellington.
 Perano, C. E., Picton.
 Richardson and Co. (Limited), Port Ahuriri.
 Wairau Steamship Company (Limited), Wellington.
 Wellington-Havelock Sounds Steamship Company (Limited),
 Wellington.
 Wellington - Wanganui Steam - packet Company (Limited),
 Wellington.
 Westland Shipping Company (Limited), Hokitika.
 Westport Coal Company (Limited), Dunedin.
 Wairoa and Mohaka Steamship Company, Port Ahuriri.

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, con-

ditions, 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 from the 1st day of November, 1911, and shall continue in force until the 28th day of June, 1914.

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 23th day of March, 1912.

W. A. SIM, Judge.

SCHEDULE.

Rates of Pay.

1. The following shall be the minimum wages paid to cooks and stewards respectively: Chief stewards, £10 per month; chief cooks, £10 per month; cook-steward with assistant or assistants, £10 per month; cook-steward where no assistants are employed, £11 10s. per month; assistants, £4 10s. per month.

Hours of Labour in Port.

2. For stewards the hours of labour in all ports shall be eight (if required), between the hours of 6 a.m. and 7 p.m. Any time worked before or after the above hours to be paid for at the rate of 1s. per hour.

3. For cooks the hours shall be twelve, with one hour for breakfast and one hour for dinner. The twelve hours shall be from 6 a.m. to 6 p.m. Any time worked before or after the above hours to be paid for at the rate of 1s. per hour.

4. For cook-stewards the hours shall be ten, between the hours of 6 a.m. and 7 p.m. Any time worked before or after the above hours to be paid for at the rate of 1s. per hour.

Hours of Labour at Sea.

5. The hours of labour at sea shall be eleven, between the hours of 5 a.m. and 7 p.m. Any time worked before or after the above hours to be paid for at the rate of 1s. per hour.

Holidays.

6. For each full year of service each worker shall be entitled to ten consecutive days' holiday on full pay at such time as is convenient to the employer. The employer is to have the option to give payment at ordinary rates in lieu of holidays. In cases where workers are discharged or leave the service before the completion of any twelve months they shall receive extra pay at ordinary rates as under: For over three months' and under six

months' service, three days' pay; for six months' and under twelve months' service, six days' pay.

Cadets.

7. "Cadets" shall mean and include men who have not been to or served at sea for twelve months. Cadets shall serve twelve months before being promoted, but shall not be promoted to full rating until after three years' service.

No Discrimination.

8. Employers shall not discriminate against members of the Federated Cooks and Stewards' Union of New Zealand, 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

9. 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.

Signing off.

10. Twenty-four hours' notice on either side shall be the law of discharge in the port where the ship has drawn out her articles, but should the ship be laid up at any other port of the Australasian colonies the members of the providore department shall accept their discharge, with wages then due, but shall be entitled to a free passage back to the final port. Engagements may be determined in the Dominion at any time after the ship's arrival at the final port of discharge in the Dominion consequent on the completion of a round voyage by twenty-four hours' previous notice on either side, all notices to be given to and received from the master of the ship only. Any man discharged at any place other than the port where the articles are drawn out shall be given a free passage back by the first vessel proceeding to the home port or the place where the man originally shipped. Should the man be discharged at his own request he shall not be entitled to a passage back to his final port or the port where the articles were drawn out.

Exemption.

11. The Wairoa and Mohaka Steamship Company is exempted from the operation of this award.

Term of Award.

12. This award shall come into force as from the 1st day of November, 1911, and shall continue in force until the 28th day of June, 1914.

In witness whereof the seal of the Court of Arbitration hath hereunto been put and affixed, and the Judge of the said Court hath hereto set his hand, this 28th day of March, 1912.

W. A. SIM, Judge.

MEMORANDUM.

This award is intended to supersede the award made in 1904 (Book of Awards, Vol. v, p. 86) so far as it relates to the parties who are mentioned herein, but it does not apply to the Union Steamship Company of New Zealand (Limited).

The present award embodies, without alteration, the agreement of the parties. The exemption in clause 11 was made by the Court at the hearing at Napier.

W. A. SIM, Judge.
