

**(4176.) WELLINGTON MARINE COOKS AND STEWARDS.—AWARD
RE 'COASTAL STEAMERS (OTHER THAN UNION STEAMSHIP
COMPANY (LIMITED)).**

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' Union of New Zealand 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.
- Aorere Steamship Company (Limited), Wellington.
- Blackball Coal Company (Limited), Christchurch.
- Canterbury Steamship Company (Limited), Christchurch.
- Chatham Islands Fishing Company (Limited), Wellington.
- Eckford, Captain Thomas, Blenheim.
- Holm, Captain F., Wellington.
- Kaipoi Shipping and Trading Company (Limited),
Kaipoi.
- Levin and Co, Wellington.
- Ogle, A. W., Waitara.
- Opouri Shipping Company (Limited), Christchurch.
- Patea Shipping Company (Limited), Wellington.
- Richardson and Co. (Limited), Port Ahuriri.
- South Taranaki Steamship Company (Limited), Patea.
- Stevenson, Stewart, and Co., Christchurch.
- Wairau Steamship Company, Wellington.
- Wellington, Havelock, and Motueka Steamship Company
(Limited), Wellington.
- Wellington and Wanganui Steam Packet Company (Li-
mited), Wellington.
- Westland Shipping Company (Limited), Hokitika.
- Westport Coal Company (Limited), Dunedin.

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 from the 1st day of September, 1915, and shall continue in force until the 1st day of August, 1917, 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 8th day of December, 1915.

T. W. STRINGER, Judge.

SCHEDULE.

Rates of Pay.

1. The following shall be the minimum rates of wages paid to cooks and stewards respectively: Chief stewards, £11 per month; chief cooks, £11 per month; cook-steward with assistant or assistants, £11 per month; cook-steward where no assistants are employed, £12 per month; assistants, £6 10s. per month.

Hours of Work in Port.

2. (a.) For stewards the hours of work 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 shall be paid for at the rate of 1s. per hour.

(b.) 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 shall be paid for at the rate of 1s. per hour.

(c.) 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 shall be paid for at the rate of 1s. per hour.

Hours of Work at Sea.

3. The hours of work at sea shall be ten, to be worked as required. Any time worked in excess of ten hours in any one day shall be paid overtime at 1s. per hour.

Holidays.

4. (a.) 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 of giving payment at ordinary rates in lieu of holidays. Should a worker leave his employer's service or be discharged by his employer before the expiry of a full year's service he shall not be entitled to any holiday or payment in lieu of same.

(b.) When vessels are in port the following days shall be recognized as holidays, viz.: New Year's Day, Good Friday, Easter Monday, Labour Day, Sovereign's Birthday, Christmas Day, and Boxing Day. Any work done in port on any of these holidays shall be paid for at the rate of 1s. per hour.

Cadets.

5. "Cadets" shall mean and include workers 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.

Preference.

6. (a.) In the event of any employer hereafter engaging any worker who shall not be a member of the union, and who within one calendar month after his engagement shall not become a member of the union, the employer shall dismiss such worker from his service if required to do so by the union, provided there is then a member of the union equally competent to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) The employer shall in all cases be the judge of the respective qualifications of the workers concerned.

(c.) The provisions of this clause shall operate only if and so long as the rules of the union shall permit any person employed as a seafaring cook or steward to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written or verbal application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

Signing off.

7. 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.

Term of Award.

8. This award shall come into force as from the 1st day of September, 1915, and shall continue in force until the 1st day of August, 1917.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 8th day of December, 1915.

T. W. STRINGER, Judge.

MEMORANDUM.

This award embodies without alteration the recommendation of the Council of Conciliation, which the parties agreed to accept.

T. W. STRINGER, Judge.

NOTE.—Section 90, subsection (1) (*d*), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiration of the currency of the award, the award shall continue in force until a new award has been duly made or an industrial agreement entered into, except where the registration of an industrial union of workers bound by such award has been cancelled.