

(7310.) NEW ZEALAND CHIEF 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 Union Steamship Company of New Zealand (Limited) (hereinafter called “the employer”) and the Chief Stewards’ Guild of New Zealand Industrial Union of Workers (hereinafter called “the union”).

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 November, 1922, and shall continue in force until the 30th day of September, 1923, 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 October, 1922.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

*Annual Leave.*

1. The following provisions shall apply to chief stewards and stewards in charge :—

(a.) Every worker who has been continuously employed for twelve months shall be allowed a holiday of fourteen days on full pay within the following six months.

(b.) If he serves continuously for six months or more, but not for one year, he shall be allowed leave of absence on full pay within the following six months for time proportionate to the length of his service.

(c.) The holiday shall commence at the worker's home port and shall not commence on a Sunday or holiday.

(d.) Where the employment is determined by the employer before the expiration of six months, through the vessel being put out of

commission, or for any other reason than the act or default of the employee, after not less than three months' service, the employer shall pay the employee one day's pay for each month he has served, in lieu of leave of absence.

(é.) With the consent of the employer the leave of absence may be postponed in whole or in part, and the unused leave accumulated, so that it be not postponed beyond the third year

*Standing-by.*

2. If when ashore and paid off from his ship a chief steward or a steward in charge is given instructions to stand by he shall be allowed wages, and also a victualling-allowance of 10s. per day, for the period so retained.

*Passage Concessions.*

3. The wives of chief stewards or stewards in charge, and children dependent upon them for support, will be granted passages at half-rates, but they will not be permitted to travel on board the ship in which the chief steward or steward in charge upon whom they are dependent is employed.

*Free Transit.*

4. Free transit will be provided by the employer's steamers for the families and effects of chief stewards or stewards in charge upon permanent transfer.

*Complaints.*

5 Whenever a complaint is made concerning a chief steward or a steward in charge, such will be investigated by the Superintendent Steward, and, in cases where the circumstances permit, an opportunity to be heard in his defence shall be given to the chief steward or steward in charge concerned.

*Alteration in Time of Sailing.*

6. Masters shall be instructed to notify the chief steward or steward in charge as early as possible of any alteration in the time fixed for sailing.

*Stewards in Charge Performing Galley-work.*

7. If at any time a steward in charge is, on account of unforeseen circumstances, compelled to cook meals, he shall, on production of the master's certificate as to the hours so worked, be paid 2s. per hour for the time actually employed in cooking, or be granted additional leave of absence at the rate of one day for every eight hours of the time he has been so employed in cooking during the previous twelve months.

*Wages.*

8. The rates of wages for chief stewards and stewards in charge shall be as follows:—

|   | Per Calendar Month. |    |    |
|---|---------------------|----|----|
|   | £                   | s. | d. |
| Chief stewards in foreign-going, intercolonial, trans-Pacific, or South Sea Island trades .. .. . | 22                  | 13 | 4  |
| Chief stewards, coastal steamers.. .. .   | 21                  | 3  | 4  |
| Stewards in charge .. .. .  | 18                  | 3  | 4  |

*Uniform Trimmings.*

9. Should a chief steward or steward in charge requisition for the same, one set of uniform trimmings shall be supplied by the employer in each year of his service free of charge.

*Sunday Sailings.*

10. When a vessel leaves any of the main ports before 5 p.m. on any Sunday or holiday, the chief steward or steward in charge to be paid an extra day's sea-pay. Should a vessel leave more than one main port on a Sunday or a holiday, one extra day's sea-pay only to be allowed. Main ports are Auckland, Gisborne, Napier, Wellington, Picton, Nelson, Lyttelton, Timaru, Oamaru, Port Chalmers, Dunedin, Bluff, Onehunga, New Plymouth, San Francisco, Vancouver, Newcastle, Sydney, Hobart, Melbourne, Adelaide, and Fremantle.

*Ship's Articles.*

11. The following shall be inserted in the articles of agreement of ships coming within the scope of this award:—

“It is also agreed that the award of the Court of Arbitration dated the 18th day of October, 1922, in respect of wages, variation of wages, and conditions of employment of chief stewards and stewards in charge shall form part of this agreement and be deemed to be incorporated therein.”

*Variation of Rates.*

12. The rates of wages fixed by this award are subject to variation in accordance with the provisions of the Industrial Conciliation and Arbitration Amendment Act, 1921–22, but so that no variation shall be made prior to the 1st day of May, 1923, and any increase or reduction shall be in the ratio of 3s. 4d. per month for each 1s. per week ordered by the Court in the case of male adult workers generally.

*Definitions.*

13. “Chief steward” means “chief steward of a passenger-steamer”; “steward in charge” means “steward in charge of a cargo-steamer.”

*Application of Award.*

14. This award shall be filed in the Industrial District of Wellington and in such other industrial districts as the Court may hereafter order, and shall apply only to steamers and ships propelled solely by internal-combustion engines, for which articles are taken out in New Zealand, but shall not in any case apply to the "Karu," or to such vessels employed in the interstate trades of the Commonwealth of Australia, or to such vessels employed in trading with the United Kingdom, or to sailing-vessels wherever trading.

*Term of Award.*

15. This award shall come into force on the 1st day of November, 1922, and shall continue in force until the 30th day of September, 1923.

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 18th day of October, 1922.

[L.S.]

F. V. FRAZER, Judge.

## MEMORANDUM.

The rates of wages and conditions of employment have been settled by the Court on the lines of other maritime awards recently made by the Court.

[L.S.]

F. V. FRAZER, Judge.