

(7349.) KAIPARA AND SELLARS-ALLEN SHIPPING COMPANIES'
COOKS AND STEWARDS.—AWARD.

In the Court of Arbitration of New Zealand, Northern 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 Auckland Branch of the Federated Cooks and Stewards Industrial Union of Workers (hereinafter called “the union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”):—

Kaipara Shipping Company, Helensville.

Sellars-Allen Shipping Company, Helensville.

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 December, 1922, and shall continue in force until the 31st day of March, 1924, 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 22nd day of November, 1922.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Wages.

1. The following shall be the minimum wages per month to be paid to the several classes of workers herein specified: Chief steward, £13 3s. 4d.; chief cook (passenger-steamers), £14 3s. 4d.; cook (cargo-steamers), £11 3s. 4d.; assistant steward, £8 15s.; stewardess, £7 15s.

For the purpose of computing payments for broken periods a calendar month shall be reckoned as thirty days.

Overtime.

2. All overtime shall be paid at the rate of 2s. per hour.

Hours of Work in Port.

3. (a.) In main ports when a vessel has been in port overnight the hours of work for all workers on days following shall be eight (inclusive of meal-hours), from 7 a.m. to 6 p.m.

(b.) When a vessel leaves a main port after the men have completed eight hours' work any time worked in excess shall be paid for at overtime rates; if before men have completed eight hours all time worked that day in excess of eight hours or after fourteen hours from the individual times of commencement of work for the day shall be paid as overtime.

Hours of Work at Sea.

4. The hours of labour at sea shall be ten hours per day, to be worked as required within fourteen hours from the individual times of commencement of work for the day. Any time worked in excess of ten hours or after the expiry of the fourteen-hour limit shall be paid for at overtime rates. Not more than ten hours shall be worked, if partly at sea and in port, without payment of overtime.

Sundays and Holidays.

5. When a vessel leaves Helensville on a Sunday or holiday each worker shall be paid an extra day's sea-pay. (This clause shall not apply to the cargo-steamer s.s. "Bellbird," or the boat that takes her place.)

Overtime-book.

6. An overtime-book shall be supplied by the employer, and kept by the master of the vessel. Each item of overtime entered in such book shall be initialled by the person entitled to same as soon after as practicable.

Payment of Wages.

7. All wages shall be due and paid monthly.

Days off per Month.

8. All workers shall be granted one half-day's holiday per week, or in lieu thereof shall be paid an extra half-day's sea-pay: Provided that in lieu thereof the employer may, at his option, from time to time give two days' holiday (either together or separately as single days on different dates) during a period of one month. In this clause "day" shall mean any period of twenty-four hours, and not necessarily a day from midnight to midnight; and "half-day" means any period of four working-hours.

Time off.

9. Notwithstanding anything contained herein, time off at the rate of two hours for each hour worked as overtime may be allowed in lieu of overtime payment for any overtime incurred under this award (except overtime incurred on Sundays or holidays); provided that the time off be given at the worker's home port, or at such other places as may be mutually agreed upon. Time off not to be given at sea nor on Sundays or holidays.

Annual Holiday.

10. On completion of twelve months' service all workers shall be granted fourteen days' holiday on full pay, or pay in lieu thereof. If any worker be dismissed or leaves before the completion of the year's service such worker shall be paid the proportion due, but not unless three months' service has been completed.

Safety of Ship.

11. Notwithstanding anything contained herein, overtime payment shall not be allowed for work necessary for the safety of the ship, whether at sea or in port, or for attendance at boat drill, fire drill.

Period of Notice.

12. Twenty-four hours' notice of leaving or discharging shall be given by either party.

Engagements.

13. When a worker is engaged at Auckland to proceed to another port to join a ship, his wages shall commence from and including the day on which he is instructed to proceed to his ship, and his travelling fare and expenses shall be defrayed by the employer.

Preference.

14. (a.) The employer shall in the engagement or subsequent employment of stewards give preference to those members of any union affiliated to the Federated Cooks and Stewards of New Zealand Industrial Union of Workers who are qualified and suitable for the particular work required to be done. The employer shall in all cases be the sole judge of the qualifications and suitability of the worker concerned, and shall be entitled to take into account such matters as his personal appearance and manners, and generally his suitability for the work required to be done.

(b.) The provisions of the preceding subclause (a) shall apply only if and so long as membership of the union shall be open to any person of good character, without ballot or other election, and the maximum entrance fee and subscription shall not exceed 5s. and 4s. per month respectively.

Variation of Rates.

15. 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 case of cooks and stewards (other than stewardesses and assistant stewards), 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, and in the case of stewardesses and assistant stewards by half the amount by which the stewards' rates are varied.

Definitions.

16. "Arrival" means the time when a vessel is moored or anchored at a place where she ships or unships cargo, mails, or passengers.

"Departure" means the time when a vessel is unmoored or weighs anchor and proceeds to sea.

"At sea" means from time of departure to time of arrival.

‘In port’ means from time of arrival to time of departure.

‘A day’ means from 12 midnight to 12 midnight.

‘Holidays’ mean New Year’s Day, Good Friday, Easter Monday, Labour Day, Christmas Day, and Boxing Day.

Term of Award.

17. This award shall come into force on the 1st day of December, 1922, and shall continue in force until the 31st day of March, 1924.

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 22nd day of November, 1922.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The whole dispute came before the Court for settlement, with the exception of some minor clauses, which were agreed on by the Conciliation Council. The Court has adjusted wages in accordance with the movement in the cost of living, but has slightly increased the amounts payable to stewardesses and assistant stewards.

[L.S.]

F. V. FRAZER, Judge.