

(8007.) COOKS AND STEWARDS (NORTHERN COASTAL SHIPPING COMPANIES).—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 Federated Cooks and Stewards Industrial Union of Workers (hereinafter called “the union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”):—

Gisborne Sheep-farmers and Frozen Meat Company (Limited),  
Gladstone Road, Gisborne (s.s. “Tiroa”).

James Smith and Co. (Limited), Ferry Buildings, Auckland  
(s.s. “Glenelg” and s.s. “Hikurangi”).

Kauri Timber Company (Limited), Customs Street, Auckland  
(s.s. “Lyttelton”).

Northern Steamship Company (Limited), Auckland (in respect of o.v. "Otimai" and "Motu").

Parker, Lamb, and Co. (Limited), Auckland (s.s. "Akaroa").

Piako Shipping Company (Limited), (R. N. Dalton, Secretary), Hellaby's Buildings, Auckland (s.s. "Oneroa").

Whangape Timber Company (Limited), (Gilfillan and Gentles, Agents for Trustees), Room 108, Victoria Arcade, Auckland (s.s. "Ohinemuri").

Williams, B., owner s.s. "Huia," Onehunga.

Wilson's Portland Cement Company (Limited), Customs Street, Auckland (in respect of o.v. "Ronaki").

Wilson's Portland Cement Company (Limited), Customs Street, Auckland (s.s. "Mahurangi").

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 January, 1925, and shall continue in force until the 30th day of June, 1926, 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 29th day of December, 1924.

[L.S.]

F. V. FRAZER, Judge.

## SCHEDULE.

*Wages.*

1. (a.) The following shall be the minimum rates of pay per month :—
- |  | £  | s. | d. |
|--|----|----|----|
| Cook-steward where no assistant is employed .. | 17 | 6  | 8  |
| Cook-steward with assistant or assistants ..   | 15 | 6  | 8  |
| Assistant cooks and/or stewards ..             | 11 | 6  | 8  |
- (b.) For the purpose of calculating payments for broken periods a calendar month shall be reckoned as thirty days.

*Overtime.*

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

*Hours of Work.*

3. The working-hours shall be sixty per week.

*Sundays and Holidays.*

4. (a.) When a vessel leaves any of the main ports before 5 p.m. on any Sunday or holiday each worker shall be paid an extra day's sea-pay. Should a vessel leave more than one main port on a Sunday or holiday, one extra day's sea-pay only shall be allowed.

(b.) "Main ports" shall be deemed to be Auckland, Onehunga, and Gisborne.

*Annual Holidays.*

5. (a.) On completion of twelve months' continuous service all workers shall be granted fourteen days' holiday on full pay. If any worker shall be dismissed or leaves before the completion of a year's service such worker shall be paid the proportion due, but not unless six months' service has been completed: Provided that, in the event of a ship being laid up for overhaul and an employee being paid off and rejoining the ship within fourteen days, such time shall count as service for the purpose of this clause.

(b.) Unless otherwise mutually agreed, the holiday shall commence at Auckland, Onehunga, or Gisborne, and shall not commence on a Sunday or holiday.

*Payment of Wages.*

6. All wages and overtime shall be due and paid not later than the first day of each month, or within forty-eight hours after the ship arrives at a home port.

*Weekly Time off.*

7. (a.) Workers shall be granted four working-hours off in each week in their home port or such other port as may be mutually agreed upon, or in lieu thereof shall be paid for at overtime rates, or shall be allowed to accumulate for not longer than six months, and then be given in whole days or part days at the home port.

(b.) "Time off" shall not be given at sea or on Sundays or holidays.

(c.) If a worker prevents the accumulated leave being given by determining the employment, the employer need only pay the half-days not allowed at sea-pay rates.

#### *Preference.*

8. (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' Union of New Zealand Industrial Association 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 upon a written application without ballot or other election, and the maximum entrance fee and subscription shall not exceed 5s. and 4s. per month respectively.

#### *Shore-pay.*

9. Workers working by a vessel when off the ship's articles shall be paid at the following rate for time worked:—

	Ordinary Time		Overtime	
	per Hour.		per Hour.	
	s.	d.	s.	d.
Cook-steward .. .. .	2	0	2	10½
Assistants .. .. .	1	9	2	7½

"Ordinary time" means between the hours of 8 a.m. and 5 p.m. Mondays to Fridays, both inclusive, and 8 a.m. and noon on Saturdays. "Overtime" means work performed outside the foregoing hours, and work performed on Sundays and holidays.

#### *Definitions.*

10. "Arrival" means the time when a vessel is moored or anchored in any port, bay, river, or roadstead 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 12 midnight to 12 midnight.

"Home port" shall be deemed to be Auckland, Onehunga, and Gisborne.

"Holidays" means New Year's Day, Good Friday, Easter Monday, Labour Day, Sovereign's Birthday, Christmas Day, and Boxing Day.

*Ship's Articles.*

11. The following clause shall be inserted in the articles of agreement of ships coming within the scope of this award and belonging to the employers who are bound thereby :—

“ It is also agreed that the award of the Court of Arbitration dated the 29th day of December, 1924, in respect of wages and conditions of employment of cooks and stewards shall form part of this agreement, and be deemed to be incorporated therein.”

*Scope of Award.*

12. This award shall apply only to the firms and companies named as parties hereto in respect of the vessels named herein, and to such other firms, companies, and vessels as may be subsequently attached by the Court on the application of any party hereto.

*Term of Award.*

13. This award shall come into force on the 1st day of January, 1925, and shall continue in force until the 30th day of June, 1926.

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 29th day of December, 1924.

[L.S.]

F. V. FRAZER, Judge.

## MEMORANDUM.

This award embodies without alteration the recommendations of the parties.

[L.S.]

F. V. FRAZER, Judge.