

(10231.) NEW ZEALAND MARINE COOKS AND STEWARDS
(GALLEY STAFF).—AWARD.

[*Filed in Office of Clerk of Awards, Wellington.*]

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925 ; and in the matter of an industrial dispute between the Federated Cooks and Stewards of New Zealand Industrial Association of Workers (hereinafter called “the union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”) :—

Blackball Coal-mines Proprietary, Ltd., 77 Hereford Street, Christchurch.

McKay, D. W., Ltd., Esk Street, Invercargill.

Shell Company of New Zealand, Ltd., A.M.P. Buildings, Customhouse Quay, Wellington.

Union Steamship Co. of New Zealand, Ltd., Wellington and Dunedin.

Westport Coal Co., Ltd., Cable Street, Wellington; and 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, 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, 1931, and shall continue in force until the 31st day of August, 1932, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

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 19th day of November, 1931.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

		<i>Wages.</i>			Per Calendar Month.		
					£	s.	d.
1. (a)	Passenger-steamers :—						
	Chief cook (intercolonial and foreign-going steamers)	..	..	..	22	4	0
	Chief cook (steamers other than intercolonial and foreign-going)	..	..	..	20	14	0
	Second cook	..	..	..	16	14	0
	Extra second cook	..	..	..	15	14	0
	Third cook	..	..	..	13	14	0
	Extra third cook	..	..	..	12	14	0
	Steerage cook ("Maunganui" and "Makura" only)	..	..	..	15	4	0
	Ship's cook	..	..	..	16	4	0
	Assistant ship's cook	..	..	..	12	14	0
	Baker (intercolonial and foreign-going steamers)	..	..	..	18	4	0
	Baker (other than intercolonial and foreign-going steamers)	..	..	..	17	4	0
	Second baker (where two or more bakers are carried)	..	..	..	15	4	0
	Assistant baker	..	..	..	14	4	0
	Butcher (intercolonial and foreign-going steamers)	..	..	..	15	14	0
	Butcher (steamers other than intercolonial and foreign-going)	..	..	..	14	14	0
	Second butcher (where two or more butchers are carried)	..	..	..	14	4	0
	Assistant butcher	..	..	..	13	4	0
	Sculleryman	..	..	..	12	14	0
(b)	Cargo-steamers :—						
	Chief cook	..	..	..	17	4	0
	Second cook (where three employed)	..	..	..	14	4	0
	Assistant cook	..	..	..	12	14	0

(c) On all cargo-steamers except "Opihi" where the crew number twenty or over an assistant shall be carried when obtainable on the terms fixed by this award: Provided that when an assistant is not obtainable for any of such steamers the chief cook shall be paid at the rate of 3s. per day in addition to the rate fixed herein so long as an assistant is not provided: Provided further that the employer may at his option provide an assistant in the "Opihi," and so long as no assistant is provided the chief cook of the steamer concerned shall be paid £1 10s. per month in addition to the rate fixed herein.

(d) Whenever a cargo-steamer carries passengers or other persons in excess of four in number, in addition to the crew, the members of the galley staff shall be paid an extra payment at the rate of £3 per month to the chief cook and £1 10s. per month to other cooks for such time as the extra number of persons is carried.

(e) Where members of the galley staff on transpacific cargo-steamers are required to make bread and kill sheep they shall be paid not less than two hours' overtime for bread and one hour's overtime for killing sheep.

(f) Whenever meals have to be provided for cargo or other casual shore workers an additional amount of 10s. per day shall be paid to each member of the galley staff actually engaged in the performance of such work.

(g) For the purpose of calculating payments for broken periods a calendar month shall be reckoned as thirty days.

(h) Where a member of the galley staff is discharged and he is re-engaged on the day of his discharge his wages under the new agreement shall commence on the following day.

Inventory-money.

2. No deduction shall be made from moneys due to members of the galley staff for inventory-money.

Payment of Wages.

3. (a) Except as hereinafter provided, one-half of each month's wages, other than money for overtime, shall be paid on the first and sixteenth of each calendar month or within forty-eight hours after the ship first arrives at any "wages" port at which there is a bank—Sundays, award, public and bank holidays excepted.

(b) The wages of workers employed in vessels trading overseas (beyond New Zealand ports) shall be payable monthly, on the first day of each month, or within forty-eight hours after the ship first arrives at any "wages" port at which there is a bank—Sundays, award, public and bank holidays excepted: Provided that if a vessel trading between New Zealand and Australia and/or Fiji is in a New Zealand "wages" port between the 16th and 20th of the month, one-half of the month's wages, other than money for overtime, shall be paid—Sundays and award and public or bank holidays excepted.

(c) Money for overtime shall be payable monthly on the first day of each month, or within forty-eight hours after the ship first arrives at any "wages" port at which there is a bank—Sundays, award, public, and bank holidays excepted.

(d) Payments of wages half-monthly under this clause shall not be deemed payment for portion of a month under paragraph (g) of clause 1 hereof.

(e) For the purpose of this clause "wages" ports are: Bluff, Dunedin, Port Chalmers, Oamaru, Timaru, Lyttelton, Picton, Nelson, Westport, Greymouth, Auckland, Tauranga, Gisborne, Napier, Wellington, Foxton, Wanganui, Patea, New Plymouth, Kaipara, Onehunga, Hokianga, Whangarei, Invercargill, Brisbane, Newcastle, Sydney, Melbourne, Geelong, Hobart, Launceston, Port Augusta, Port Pirie, Wallaroo, Adelaide, Albany, Fremantle, Bunbury, Burnie, Strahan, and Devonport (Tasmania).

Ships stranded or wrecked.

4. (a) In the case of a vessel being stranded or wrecked for more than twenty-four hours in the course of her voyage and any worker being kept working by the vessel, he shall be paid in addition to his ordinary wages 2s. per hour between 7 a.m. and 5 p.m., and 3s. per hour between 5 p.m. and 7 a.m.

(b) If a vessel grounds in a tidal harbour or river and only requires to lighter cargo in order to proceed to the wharf, such grounding shall not be deemed a stranding within the meaning of this clause.

Shipwrecks.

5. Where a ship on New Zealand articles is wrecked the galley staff, when not working by the vessel, shall be returned by the first available vessel to the port in Australasia where they first joined the ship, and the cost of their maintenance and wages shall be paid by the shipowner until the date on which they should in due course arrive at such port of shipment: Provided that the total period for which the worker shall be entitled to receive wages under this clause shall not in any case exceed three months from the date of the termination of his services by reason of the wreck or loss of the ship: Provided also that if the worker refuses or fails to accept the first reasonable means of conveyance either as a distressed seaman or otherwise provided or offered by the master or owner or by a proper authority, he shall not be entitled to receive wages or maintenance under this clause for any period after such refusal or failure.

Limited period of Employment.

6. (a) When a vessel is placed in commission for the purpose of some emergency or for an excursion over a number of days for a period

of less than one month, each worker shall be paid 50 per cent. in addition to the rates of wages provided in clause 1 hereof. All other provisions of this award shall apply to such ratings.

(b) This clause shall not apply to men who may be by mutual consent transferred to or from another ship and whose service is continuous.

Discharge within One Month.

7. If a worker, having signed the ship's articles, is discharged otherwise than in accordance with the terms thereof before one month's wages are earned, without fault on his part justifying that discharge, and without his consent, he shall be entitled to have his wages made up to a total of fourteen days in addition to any overtime he has earned.

Living on Shore.

8. Where a member of the galley staff is required by the ship to sleep and take his meals on shore while on articles he shall be paid 2s. for each meal and 4s. for a bed.

Shore-pay.

9. (a) Members of the galley staff working by a vessel when off the ship's articles and before signing on articles, shall be paid 2s. per hour ordinary time and 2s. 11½d. per hour overtime.

"Ordinary time" means between the hours of 8 a.m. and 12 noon, and 1 p.m. and 5 p.m., Mondays to Fridays, both inclusive, and 8 a.m. and 12 noon on Saturdays.

"Overtime" means work performed outside the foregoing hours and work performed on Sundays and holidays.

(b) Members of the galley staff required to work by vessels at the Wellington Patent Slip or Miramar, Wellington, or the Calliope Dock, Devonport (Auckland), when off articles shall be paid half an hour to the Wellington Patent Slip or Calliope Dock, and three-quarters of an hour to Miramar, for travelling-time each way at ordinary rates.

Overtime.

10. (a) All time worked in excess of the hours or before or after the times for commencing or finishing work herein specified shall be deemed to be overtime, and shall be paid for at the rate of 2s. 6d. per hour for ratings whose wages are fixed at £15 per month or more and 2s. 3d. per hour for other ratings.

(b) The minimum payment for overtime shall be half an hour, after which actual time shall be paid.

Working in Refrigerating-chambers.

11. Any member of the galley staff required to load or discharge refrigerated cargo shall be paid at overtime rates while so employed.

Overtime-book.

12. An overtime-book shall be provided by the employer and kept by the chief steward. Each item of overtime entered in such book shall be initialled by the person entitled to same as soon after as practicable.

Time off.

13. Notwithstanding anything contained herein, time off at the rate of two and a half hours for each hour worked as overtime may be allowed in lieu of payment for any overtime incurred under this award, provided that the time off be given at the worker's home port, or at such places as may be mutually agreed upon. Time off is not to be given at sea or on Sundays or holidays.

Hours of Labour at Sea.

14. The hours of work at sea shall be nine hours a day, to be worked as required within fifteen hours from the individual times of commencement of work for the day. Any time worked in excess of the nine hours in any one day, or after the expiration of fifteen hours from the commencement of work for the day, shall be paid for at overtime rates.

In the case of bakers whose day's work is done partly on one day (as defined in clause 40 hereof) and partly on the next day, the fifteen hours' span shall be reckoned from the time the actual working-day commences, irrespective of the working-day comprising portions of two calendar days.

Hours of Labour in Port.

15. (a) Passenger-steamers: In terminal ports, not to exceed nine hours per day, between 6.30 a.m. and 5.30 p.m.; in intermediate ports, not to exceed nine hours per day, between 6 a.m. and 6.30 p.m.

(b) Cargo-steamers: Not to exceed nine hours per day, between 6 a.m. and 6 p.m. in all ports.

(c) Except as herein otherwise provided, for all duty in port over the hours of work as herein fixed overtime shall be paid at overtime rates.

Safety of Ship.

16. Notwithstanding anything herein contained, overtime shall not be allowed for work necessary for the safety of the vessel, whether at sea or in port, or for attendance at boat drill, fire drill, or medical inspection.

Holidays in Port.

17. (a) "Holidays" means New Year's Day, Good Friday, Easter Monday, Labour Day, Sovereign's Birthday, Christmas Day, Boxing Day, and picnic day, the latter to be observed on the day of the New Zealand Waterside Workers' annual picnic.

(b) In cases in which a vessel is in a port in New Zealand on the day on which the waterside workers of that port actually hold their annual picnic, the members of the galley staff shall be allowed the day off as the picnic day, but only one such day shall be allowed: Provided that those members of the galley staff necessary for the preparation and cooking of meals for passengers, officers, and crew shall remain on board as required, and for such work shall be paid at overtime rates.

(c) When a vessel is in port on the day on which the Anniversary Day of the province is generally observed as much leave of absence shall be granted as is reasonably possible to those members of the galley staff who are not required for the cooking and preparation of meals. This subclause shall not apply in cases in which a vessel is required for an excursion.

(d) All other holidays shall be observed irrespective of where the ship may be.

Sundays and Holidays.

18. (a) When a vessel leaves any of the main ports on a Sunday or holiday each member of the galley staff 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. Main ports are: Auckland, Gisborne, Napier, Wellington, Picton, Nelson, Lyttelton, Oamaru, Timaru, Port Chalmers, Dunedin, Bluff, Onehunga, New Plymouth, Suva, Papeete, San Francisco, San Pedro, Vancouver, Newcastle, Sydney, Melbourne, Hobart, Adelaide, Brisbane, and Fremantle.

(b) Whenever a vessel arrives in port on a Sunday or holiday, payment for overtime shall not commence until 9 a.m., or until after the expiration of half an hour after arrival (whichever is the later), and overtime rates shall thereafter be paid for work actually done.

(c) Except as provided in subclause (b) of this clause and in clause 16 hereof, if any member of the galley staff is required to work in port on any Sunday or holiday he shall be paid at the overtime rate, and if the vessel sails from a main port on such Sunday or holiday the extra day's sea-pay shall be payable in addition as provided in subclause (a) hereof.

(d) When an extra day's sea-pay is payable under subclause (a) hereof, no further payment of an extra day's sea-pay shall be made under any other clause of this award for the same day.

Excursions.

19. When a vessel is employed on an excursion or special work on a Sunday or holiday, each worker shall be paid 1s. 3d. per hour for the time the ship is so employed, with a minimum payment of 5s. In the event of men being ordered on board for the purpose of an excursion and the vessel not proceeding, each worker shall be

paid a minimum of 5s. Any worker actually employed at work while the vessel is in port, either before or after the excursion, shall be paid overtime at schedule rates for the time he is so employed. If the excursion includes any of the main ports herein named, the extra day's sea-pay shall not be payable in addition to the payment for the excursion.

Holidays at Sea.

20. If a vessel arrives in port from sea later than 8 a.m. on any of the following holidays, or if any of such holidays is spent wholly at sea—viz., Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day—members of the galley staff shall be entitled to a day off on shore at their home port within one month thereafter or to an extra day's sea-pay.

Conflict of Sundays.

21. In vessels trading to the islands in the South Pacific where a conflict occurs in the observance of Sundays, the Sunday of the port shall be observed, and the same terms and conditions regarding overtime as are applicable to Sundays in New Zealand shall apply to all members of the galley staff who are required to work on Sundays. This shall also apply to holidays.

Weekly Time off.

22. (a) Each member of the galley staff shall be entitled to be absent from his ship in his home port for a time equivalent to four working-hours for each week he has been employed. This time is to be given either at the beginning or end of but during a working-day, from 7 a.m. to 5 p.m., and if not given shall be paid for at half a day's pay at overtime rates, or shall be allowed to accumulate, and then be given in whole days or part days at the home port, but such accumulation shall not be for longer than five months in the case of transpacific cargo-ships, and for not longer than three months for all other ships. At the expiry of the said period of three months or five months, as the case may be, any weekly time off remaining due is to be paid for when the next monthly wages are being paid.

(b) In cases in which the ship is not regularly trading to the home port, then the time off may be given at the following ports—viz., Auckland, Onehunga, Wellington, Lyttelton, Port Chalmers, Dunedin, Napier, Nelson, Newcastle, Sydney, Melbourne, Adelaide, Vancouver, San Francisco, Calcutta—or any other port agreed to between the master and the member of the galley staff.

(c) Where a member of the galley staff is to be given the afternoon off he shall be so notified before 12 noon; and if the forenoon, not later than 7 a.m.

(d) If a member of the galley staff prevents the accumulated leave being given by determining the employment, the employer need only pay the half-days not allowed at sea-pay rates.

Annual Holiday.

23. (a) Any member of the galley staff being in continuous employment in one ship for twelve months shall be allowed a holiday of fourteen days on full pay within the following three months: Provided that any excess of twelve months' service shall be included in the holiday and paid for accordingly.

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

(c) Unless otherwise mutually agreed, the holiday shall commence at the port where the member of the galley staff first joined the ship, and shall not commence on a Sunday or a statutory holiday.

(d) Where practicable not less than forty-eight hours' notice shall be given to a member of the galley staff when he is required to go on holiday.

(e) Where the employment is determined by the employer before the expiration of six months, through the vessel being put out of commission, or where the worker has to leave through sickness or accident, or for any other reason than the act or default of the member of the galley staff, after not less than three months' service, the employer shall pay the member of the galley staff one day's pay for each month he has served in lieu of leave of absence.

(f) Where a member of the galley staff transfers from one ship to another at the request of the employer, such transfer shall not disentitle him to his holiday under this clause.

(g) Where a member of the galley staff works by his ship the time shall count as continuous service for the purpose of this clause, but should he not work by the ship the service up to the date of the ship going out of commission shall be counted as continuous service if he rejoins the ship when commissioned, provided he is not employed elsewhere on seagoing articles in the interval.

Meal-hours in Port.

24. Members of the galley staff shall, where practicable, be allowed one hour for each meal in port. If a man is allowed less than half an hour for his meal he shall be paid one hour's overtime, but if given half an hour and less than one hour he shall be paid half an hour's overtime.

Accommodation.

25. (a) The employer shall allow sufficient time out of the vessel's working-hours, both at sea and in port, for one member of either the

stewards' staff or the galley staff to keep the men's living-quarters in a clean and sanitary condition, and the time allowed him shall be : For up to nine men, one hour ; over nine and up to eighteen men, two hours ; over eighteen and up to thirty men, three hours.

(b) The quarters on cargo-ships shall be fumigated, cleaned, and painted during the annual overhaul of the ship in port, and on passenger-ships at every alternate annual overhaul.

(c) For this purpose all bunk-boards shall be lifted, and special attention shall be paid to corners where dirt is likely to gather. All bedding, clothing, &c., shall be loosened up and fumigated while in the quarters. If fumigation is carried out with cyanide, members of the galley staff shall not be required to live in the room or quarters until twelve hours after fumigation.

(d) When the quarters are to be fumigated reasonable notice shall be given except under exceptional circumstances.

Bed-linen.

26. When practicable, bed-linen shall be changed once a week.

Mess Accommodation.

27. Reasonable seating-accommodation shall be provided for use at meal-times, but where members of the galley staff are permitted to take their meals in the steerage or saloon on cargo-ships no such provision need be made.

Engagements.

28. (a) When a man is engaged at one port to proceed to another port to join a ship his wages shall commence from and including the day of engagement at the former port, and his travelling fare and expenses while on the journey shall be defrayed by the employer.

(b) When a member of the galley staff is sent from one port to another to join a ship, the former port shall be deemed to be his home port for the purpose of this clause.

(c) When the certificate of discharge of a man is held by the master or chief steward of the ship in contemplation of an engagement and he is not engaged, he shall be paid a day's sea-pay for each day or part of a day the certificate is so withheld.

Place of Engagement.

29. At Auckland and Wellington engagements shall be made at the Government Shipping Office between the hours of 10 a.m. and 10.30 a.m., and 2 p.m. and 2.30 p.m. daily, except Saturday, when the time shall be between 10 a.m. and 10.30 a.m. : Provided engagements to fill a vacancy or vacancies arising from illness or accident or for outports may be made at any time or place.

Notice to Leave.

30. The requisite notice to leave shall be given to or by the master of the ship only, and the notice may be given verbally or in writing.

Discharge.

31. (a) The master may discharge any member of the galley staff at his home port if he gives him not less than twenty-four hours' notice, and if the notice be not less than twenty-four hours before the vessel leaves such port.

(b) Any member of the galley staff may end his engagement at his home port if he gives such notice as aforesaid.

(c) If the ship be laid up or the articles of agreement expire in any other port than his home port, any member of the galley staff may be discharged or claim his discharge on giving twenty-four hours' notice, but in these cases, and also in the case of a worker being discharged by the ship at any port other than his home port, the worker shall be provided by the employer with a free passage to his home port, with wages up to the time at which in due course (including the day of arrival) he should arrive thereat: Provided that if the return of the worker to his home port is delayed by his own act or default, he shall not be entitled to wages or sustenance allowance during the period of the delay.

(d) In cases where transport is not immediately available, the worker shall be paid sustenance for time waiting at the rate of 2s. for each meal and 4s. for a bed, and in the case of a worker returned to his home port by rail this allowance shall continue during the period occupied by the rail journey.

(e) Where any member of the galley staff is paid off during the currency of the articles of agreement, he shall be paid all wages and overtime due, and given his certificate of discharge within four hours of legally ceasing work on the ship, or shall be paid for all time waiting thereafter at overtime rates, the time between 5 p.m. and 7 a.m. to be excluded, also Sundays and holidays.

This subclause shall not apply in the case of ships closing or changing articles, or where the delay is due to the Government shipping authorities.

Signing on and off Articles.

32. Should members of the galley staff be required to remain on board or at the shipping office for the purpose of signing on or off articles, they shall be paid overtime for the time they are required to wait after 5 p.m.

Uniforms.

33. Members of the galley staff must provide themselves with, and wear on duty, the uniform (if any) of the service in which they are employed.

Laundry Allowance.

34. In the tropics, where members of the galley staff are ordered to wear white uniforms, the employer shall either arrange for the same to be washed and laundered at his own expense or shall pay each member of the galley staff a laundry allowance of 1s. per day for each day on which he is required to wear a white uniform.

Stores.

35. The employer shall, where practicable, sling all heavy stores or heavy linen on to the deck or down the hatch of the vessel or on to the wharf, as the case may require, and workers shall only be required to carry or fetch stores or linen from the wharf to the vessel or from the vessel to the wharf if the weight does not, as near as practicable, exceed 70 lb.

Scrubbing-out.

36. The scrubbing-out to be done on Sundays or holidays shall be limited to what is absolutely necessary for the purpose of keeping the ship in a clean and sanitary condition. The chief steward in all cases shall be the judge of such necessity.

Painting.

37. No member of the galley staff shall be called upon to paint the galley or galley trunkways, or the galley bakehouse or butcher's shop, whilst the vessel is on articles.

Performance of Work.

38. All members of the galley staff shall work as required when on duty, and shall be liable to be called on duty subject to the regulations herein contained as to payment.

Medical Benefits.

39. (a) Where a member of the galley staff is invalided on shore in or beyond New Zealand with illness or accident contracted in the service of the vessel at any time after joining the vessel, he shall be granted the benefits provided in section 6 of the New Zealand Shipping and Seamen Amendment Act, 1911, and if invalided on shore beyond New Zealand with illness or accident contracted in the service of the vessel shall (except in case of death) be returned to his port of shipment in New Zealand, and his wages shall continue until the time at which he should in due course arrive at such port, but shall not in any case exceed a maximum of six months from the date he is invalided on shore.

(b) Provided that if a member of the galley staff has been invalided on shore beyond New Zealand with illness or accident contracted in the service of the vessel, and is returned to his home

port before his recovery, the employer shall continue to pay his wages and maintenance and medical expenses until his recovery, and he is fit for duty, or until one month after his return if he does not recover and become fit for duty in that time; provided that the total payment under this paragraph shall not exceed a maximum of six months from the date he is first invalidated on shore.

(c) This clause shall not apply to cases of venereal disease, or to illness or accident due to the worker's own wilful act or default or his own misbehaviour.

Definitions.

40. Unless the context clearly forbids:—

“Arrival” means the time when a vessel is moored or anchored at the place in any port, bay, river, or roadstead where cargo, coal, mails, or passengers are to be shipped or unshipped; if a vessel is anchored at her usual discharging-berth in a roadstead and is prevented by bad weather from discharging or loading, she shall not be deemed to have arrived until work actually commences.

“Departure” means when a vessel unmoors or weighs anchor from her last loading or discharging berth in a port, whether she then immediately proceeds to sea or not.

“At sea” means the time from departure to arrival.

“In port” means the time from arrival to departure.

“A day,” except where otherwise provided, means from 12 midnight to 12 midnight.

“Port” includes bay, river, or roadstead.

“Home port” means the port in New Zealand or Australia where the member of the galley staff first joined the ship.

“Wages” includes overtime payment.

“Anchored” shall be deemed moored.

Incapable of performing Duty.

41. If any member of the galley staff be incapable of performing his duty through intoxication, the master may dismiss him instantly if in port in Australia or New Zealand, or if at sea may dismiss him on arrival at the first port in Australia or New Zealand, and in either of such cases a free passage shall not be allowed.

Preference.

42. (a) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within fourteen days after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same. The provisions of this subclause

relating to the dismissal of workers shall apply, with equal effect, to any worker coming within the scope of this award engaged since the 1st day of April, 1929, but before the coming into force of this award, who is not a member of the union during the currency of this award.

(b) The provisions of this clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober habits to become a member of the union, upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 1s. per week, and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being more than three months in arrear, without reasonable excuse, in his contributions to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his contributions, and £1 for misconduct at a meeting of the union.

Ships' Articles.

43. The following clause 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 19th day of November, 1931, in respect of wages and conditions of employment of members of the galley staff shall form part of this agreement, and be deemed to be incorporated therein.”

Scope of Award.

44. This award shall apply only to steamers for which articles are taken out in New Zealand, but shall not in any case apply to steamers employed in the inter-State trades of the Commonwealth of Australia, or to steamers employed in trading with the United Kingdom.

General Order.

45. All rates of remuneration specified in this award shall be subject to the general order of the Court dated the 29th day of May, 1931.

Term of Award.

46. This award shall come into force on the 1st day of December, 1931, and shall continue in force until the 31st day of August, 1932.

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 19th day of November, 1931.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

A number of clauses were referred to the Court. In the main, the Court has followed the expired award, and where alterations have been made the recent Wellington Coastal Cooks and Stewards' award has been followed. In order to obviate any misunderstanding as to the effect of clause 45 on clause 10 (a), the Court wishes to make it clear that while the present 10-per-cent. reduction in rates is in force the figures "£15" in the latter clause are to be read as if they were "£13 10s."

F. V. FRAZER, Judge.
