

NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

(10076.) COOKS AND STEWARDS (NORTHERN STEAMSHIP COMPANY, LIMITED).—AWARD:

In the Court of Arbitration of New Zealand, Northern 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") :—

The Northern Steamship Co., Ltd., Quay Street, Auckland.

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 May, 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 17th day of April, 1931.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Classification.

1. (a) Class A: Northern Steamship Co.'s "Rarawa," and any other vessel certified to carry 150 or more passengers.

Class B: Northern Steamship Co.'s "Ngapuhi," "Clansman," "Taniwha," "Waiotahi," "Aupouri," "Rangitoto," "Ngatiawa," "Claymore," "Rimu," and any other vessel certified to carry 40 and not more than 149 passengers.

Class C: Northern Steamship Co.'s "Apanui," "Waipu," "Kawau," "Daphne," and "Hauti," and any other vessel certified to carry not more than 39 passengers.

(b) The classification of vessels shall not be affected by temporary permits granted by the Marine Department.

Wages.

2. (a) The following shall be the minimum wages per month to be paid to the several classes of workers hereinafter specified:—

	A.			B.			C.		
	£	s.	d.	£	s.	d.	£	s.	d.
Second stewards	15	14	0	14	14	0	..	..	..
Forecabin stewards	14	14	0	14	14	0	..	..	..
Night-watchman	15	4	0	15	4	0	..	..	..
Pantryman	14	14	0	..	..	..	..	..	..
Saloon waiters	13	14	0	..	..	..	..	..	..
Bedroom stewards	13	14	0	..	..	..	..	..	..
Assistant stewards	13	4	0	13	4	0	13	4	0
Stewardesses	10	5	0	9	5	0	9	5	0
Chief cook	18	9	0	17	9	0	15	9	0
Second cook	14	9	0	14	9	0	..	..	..
Assistant cook .. .. .	..	..	..	12	4	0	..	..	..
Sculleryman	10	9	0	10	9	0	..	..	..
Cook-steward, with assistant .. .. .	..	..	..	17	14	0	15	14	0
Cadet assistants to cooks and stewards—									
Under seventeen years of age	8	2	6	8	2	6	8	2	6
From seventeen to nineteen years of age	9	12	6	9	12	6	9	12	6
From nineteen to twenty-one years of age	10	12	6	10	12	6	10	12	6
And thereafter the minimum rate.									

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

(b) An employer shall not be obliged to sign on a forecabin steward except in vessels in Class A, if no assistants are signed on or a bar kept.

(c) The inclusion of wages to be paid to workers in the above scale does not necessarily imply that such workers are to be carried in all vessels in the various classes.

(d) Where a worker 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.

(e) Whenever meals have to be provided for cargo or other workers up to sixteen in number an additional amount of 5s. per day shall be paid to the galley staff, and if over sixteen in number an additional amount of 10s. per day shall be paid to the galley staff.

Overtime.

3. All time 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; cadets, 1s. 2d. per hour.

Hours of Labour at Sea.

4. 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 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 night-watchmen whose day's work is done partly on one day (as defined by clause 23 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.

5. (a) In home ports when a vessel has been in port overnight the hours of work for all workers on days following shall be eight (exclusive of meal-hours), to be worked between 6 a.m. and 6 p.m., except for such workers as are required for tea watch, whose working-hours shall continue, if necessary, to 7 p.m. without overtime, provided that the eight hours are not thereby exceeded. On days of departure from a home port the hours of labour in port and at sea shall be the same as if the vessel were at sea.

(b) In intermediate ports, if there are passengers on board, the hours of work shall be the same as if the vessel were at sea. If there are no passengers on board, the hours of work shall be the same as for terminal ports.

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

(d) Night-watchman in port: The hours of any steward acting as night-watchman in port, when there are no passengers on board, shall be from 8 p.m. to 7 a.m. For acting as night-watchman he shall be granted eight working-hours off work in port on the next day if it is not a Sunday or a holiday. If he does not get the eight hours off he shall be paid an extra sum of 13s.

The night-watchman referred to in clause 4 shall not come within the operation of this subclause at the home port, but shall perform the duties and be subject to the conditions of a first-grade assistant steward.

Sundays and Holidays.

6. (a) When a vessel leaves any of the main ports 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 a holiday, one extra day's sea-pay only shall be allowed. "Main ports" shall be deemed to be Auckland, Onehunga, and New Plymouth. The provisions of this clause as to the payment of one extra day's sea-pay when a vessel leaves Auckland on a Sunday shall not apply to the steamers "Taniwha" and "Claymore" whilst engaged in their present trades, or to any vessel of the same character trading in substitution for the said vessels.

(b) Excursions: When a vessel is employed on an excursion or special work on a Sunday or a holiday, each worker who is required to attend on the excursion 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 the men being ordered on board for the purpose of an excursion and the vessel does not proceed, 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 rate for the time 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.

(c) Whenever a vessel arrives at any port on a Sunday or holiday, workers shall be paid overtime for working after 9 a.m. or after the expiry of half an hour after arrival, whichever is the later.

(d) Except as herein provided in subclause (c) hereof and clause 17 hereof, should any worker be required to work in port on any holiday or Sunday he shall be paid at the overtime rate, and if the vessel sails from the main port on such Sunday or holiday an extra day's sea-pay shall be payable in addition.

(e) 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—workers shall be entitled to a day off ashore at their home port within one month thereafter, or to an extra day's sea-pay.

Living on Shore.

7. Where a steward 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.

Annual Holiday.

8. (a) On completion of twelve months' continuous service all workers shall be granted fourteen days' holiday on full pay.

(b) If any worker shall be dismissed or leaves before the completion of twelve months' service, such worker shall be paid the proportion due, but not unless six months' service has been completed.

(c) Unless otherwise mutually agreed, the holiday shall commence at the worker's home port, and shall not commence on a Sunday or holiday.

(d) Where practicable not less than forty-eight hours' notice shall be given to a worker 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, after not less than three months' service, the employer shall pay the worker one day's pay for each month he has served.

(f) When a worker transfers from one ship to another at the request of the employers, such transfer shall not disentitle him to his holiday under this clause.

(g) Where a worker works by his ship the time so worked 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.

Scrubbing-out.

9. 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 shall in all cases be the judge of such necessity.

"Necessary work" within the meaning of the foregoing paragraph does not include such work as cleaning brass, silver, or paint-work, or scrubbing-out.

Cleaning Quarters.

10. The employer shall allow sufficient time out of the vessel's working-hours, both at sea and in port, for one member of the providore staff to keep the men's quarters in a clean and sanitary

condition, and allow him—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.

Payment of Wages.

11. (a) Except as hereinafter provided, one-half of each month's wages, other than money for overtime, shall be paid on the 1st and 16th 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) Money for overtime shall be payable monthly on the 1st 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.

(c) Payment of wages half-monthly under this clause shall not be deemed payment for portion of a month under clause 2 (a) of this award.

(d) For the purpose of this clause "wages" ports are Auckland, Onehunga, Tauranga, Wanganui, New Plymouth, Hokianga, Whangarei, and Kaipara.

Engagement.

12. (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 shall be defrayed by the employer.

(b) 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.

Stores.

13. The employer shall, where practicable, sling all heavy stores on to the deck or down the hatch of the vessel, as the case may require. The weight to be carried by any steward shall not, as near as practicable, exceed 70 lb., and where this weight is exceeded assistance shall be given in proper proportion to the extra weight involved.

Meals in Port.

14. Stewards 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 an hour he shall be paid half an hour's overtime.

Performance of Work.

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

Overtime-book.

16. An overtime-book shall be provided by the employer and kept by the chief steward or master, showing the daily hours worked by each member. Each item of overtime entered in such book shall be initialled by the person entitled to same as soon after as practicable.

Safety of Ship.

17. Notwithstanding anything herein contained, overtime 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, or medical inspection.

Time off.

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

Shore-pay.

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

	Ordinary Time.		Overtime.	
	Per Hour.		Per Hour.	
	s.	d.	s.	d.
Second stewards and other workers ..	2	3	3	2½
Other stewards, except cadets ..	2	0	2	11½
Cadets ..	1	2	1	9

"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 noon on Saturdays.

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

Where workers are employed working by vessels off articles at Calliope Dock they shall be paid half an hour for travelling-time each way at ordinary rates.

Weekly Time off.

20. (a) Each steward 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 shall 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 for not longer than three months and then be given in whole days or part days at the home port. At the expiry of the said period of three months, any weekly time off remaining due shall 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, or Wellington—or any other port agreed to between the master and the steward.

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

Discharge.

21. (a) The master may discharge any member of the providore staff at the port where he signed the articles if he gives him not less than twenty-four hours' notice, and if the notice is not less than twenty-four hours before the ship leaves such port.

(b) Any member of the providore staff may end his engagement at the port where he signed the articles if he gives such notice as before mentioned.

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

(d) Where a worker is sent from one port to another to join a ship, the former port shall be deemed to be his home port for the purposes of this clause.

Preference.

22. (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 June, 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.

Definitions.

23. (a) Unless the context clearly forbids,—

“Arrival” means the time when the 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.

“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” shall be deemed to mean from 12 midnight to 12 midnight.

“Home port” shall be deemed to mean Auckland and Onehunga.

“Wages” includes overtime payment.

“Anchored” shall be deemed moored.

“Holidays” shall be deemed to mean New Year’s Day, Good Friday, Easter Monday, Labour Day, Sovereign’s Birthday, Christmas Day, Boxing Day, and, subject to the provisions of subclause (b), picnic day.

(b) Picnic day: In cases where the vessel is in port in New Zealand on the day on which the waterside workers of that port actually hold their annual picnic, cooks and stewards shall be allowed the day off as the picnic day, but only one such day shall be allowed: Provided that the number of stewards and cooks necessary for the serving and clearing-up of meals for passengers and officers shall remain on board, 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 stewards who are not required for the serving or clearing-up of meals. This subclause does not apply in cases in which a vessel is required for an excursion.

(d) Except where the context forbids, “steward” and/or “worker” includes stewardesses and members of the galley staff.

Limited Period of Employment.

24. (a) When a ship 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. increase in wages upon the rates of wages fixed in clause 2 hereof. All other provisions of this award shall apply to such ratings.

(b) This clause shall not apply to workers who have been transferred from one of the employer’s vessels to another.

Shipwrecks.

25. Where a vessel is wrecked, the workers, when not working by the vessel, shall be returned by the first available vessel to the port in New Zealand where they first joined the ship, and the cost of their maintenance and wages shall be paid by the shipowner until the date at which they should in due course arrive at such port of shipment.

Medical Benefits.

26. Where a steward is invalidated on shore in New Zealand with illness or accident contracted in the service of the ship, 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. This clause shall not apply to cases of venereal disease, or to illness due to the worker's own wilful act or default, or his misbehaviour.

Ships stranded.

27. (a) In the case of a ship being stranded for more than twenty-four hours in the course of her voyage, and any worker being kept working by the ship, 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 to be a stranding within the meaning of this clause.

Notice to Leave.

28. In the case of the providore staff the requisite notice to leave shall be given to or by the master of the ship only. The notice may be given verbally or in writing.

Messroom.

29. All workers shall be provided with a suitable messroom for taking their meals, and shall be allowed time off to sit down to their usual daily meals: Provided that where the workers in the providore department are permitted the use of the saloon to take their meals in, no messroom need then be provided.

Payment on Discharge.

30. Where any worker 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 at overtime rates; the time between 5 p.m. and 7 a.m. shall be excluded, also Sundays and holidays.

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

Painting.

31. No worker of the providore department shall be called upon to do any painting on board ship except during overhaul.

Accommodation.

32. (a) A bathroom, with hot and cold water laid thereon, and lavatories shall be provided on each ship for the use of the providore staff unless the staff is allowed the use of the conveniences already provided on the ship for officers or passengers.

(b) The quarters shall be fumigated, cleaned, and painted at least once in every twelve months, while the vessel is in port. In the event of the quarters being fumigated, the members of the providore staff shall be given, when practicable, one clear day's notice prior to commencing fumigation.

(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. Workers shall not be required to live in the room or quarters until twelve hours after fumigation or until the paint is thoroughly dry.

Meals and Bed-linen.

33. (a) All workers shall be allowed saloon meals.

(b) Where practicable, all workers shall be allowed a change of bed-linen and towels each week.

Place of Engagement.

34. At Auckland the place of engagement of workers shall be at the Government Shipping Office, at times to be arranged between the parties: Provided engagements to fill a vacancy or vacancies arising from illness or accident, or for out-ports, may be made at any time or place.

Ship's Articles.

35. 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 17th day of April, 1931, in respect of wages and conditions of employment of workers shall form part of this agreement and be deemed to be incorporated therein.”

Scope of Award.

36. This award shall apply to the steamers in the service of the employer.

Term of Award.

37. This award shall come into force on the 1st day of May, 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 17th day of April, 1931.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

This award embodies the recommendations of the Conciliation Council, and, in respect of matters not agreed on in Conciliation Council, the award, with a few exceptions, is based on the terms of the expired award.

F. V. FRAZER, Judge.
