

(10077.) COOKS AND STEWARDS (KAIPARA AND SELLARS-ALLEN SHIPPING COMPANIES).—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”):—

Kaipara Shipping Co., Ltd., Helensville.

Sellars-Allen Shipping Co., Ltd., 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 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 31st day of March, 1931.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Wages.

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

	£	s.	d.
Chief steward	14	4	0
Chief cook (passenger-steamers)	15	4	0
Cook (cargo-steamers)	13	4	0
Assistant cook and/or steward	9	17	4
Stewardess	8	10	0
Cook-steward (s.s. "Tuirangi")	15	4	0

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

(b) Whenever meals have to be provided for cargo or other workers an additional amount of 10s. shall be paid to the galley staff.

Overtime.

2. All overtime shall be paid for at the rate of 2s. 3d. per hour, except for ratings for whom a wage of £15 or more per month is prescribed, for whom the rate shall be 2s. 6d. per hour.

Hours of Work in Port.

3. (a) In Helensville 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), from 7 a.m. to 6 p.m.

(b) When a vessel leaves Helensville 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 nine 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 nine hours or after the expiry of the fourteen-hour limit shall be paid for at overtime rates. Not more than nine 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 to the boat that takes her place.)

Overtime-book.

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

Time-sheet.

7. The employer shall cause to be posted up in a conspicuous place a time-sheet, showing in the case of each worker the ordinary daily hours for commencing and finishing work.

Payment of Wages.

8. Ordinary wages shall be paid fortnightly. Overtime wages shall be paid monthly.

Weekly Time off.

9. All workers shall be granted one half-day's holiday per week at the home port, or in lieu thereof shall be paid an extra half-day's pay at overtime rates: 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.

Annual Holiday.

10. (a) 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; Provided that in the event of a ship being laid up for overhaul and an employee being paid off and rejoining the ship, such time shall count as service for the purpose of this clause.

(b) The holiday shall commence at the place where the worker first joined the ship, or at some other place mutually agreed upon, and shall not commence on a Sunday or a holiday.

(c) Where practicable, not less than forty-eight hours' notice shall be given to a worker when he is required to go on holiday.

Safety of Ship.

11. Notwithstanding anything contained herein, 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 or fire drill.

Period of Notice.

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

Engagements.

13. Where a worker is engaged at Auckland to proceed to another port to join a ship, Auckland shall be deemed to be the place of engagement, and his wages shall commence from and including the day of engagement, and shall continue until return in due course to such port, and his fare and travelling-expenses either or both ways shall be paid by the employer.

Preference.

14. (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.

Living on Shore.

15. Where a worker is required to sleep and/or take his meals on shore while serving in a ship, he shall be paid 10s. per day, or 2s. for each meal and 4s. for a bed.

Definitions.

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

"Departure" means the time when the vessel is unmoored or anchor weighed to proceed to sea.

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

"In port" means from the time of arrival to time of departure.

"A day" means from midnight to midnight.

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

Except where the context forbids, "steward" includes stewardess and galley staff.

Meal-hours.

17. Workers shall, where practicable, be allowed one hour for each meal. If a worker is allowed less than half an hour for his meal he shall be paid one hour's overtime, but if given half an hour or less than one hour he shall be paid half an hour's overtime.

Term of Award.

18. 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 31st day of March, 1931.

[L.S.]

— F. V. FRAZER, Judge.

MEMORANDUM.

With minor alterations this award is based on the provisions of the expired award.

F. V. FRAZER, Judge.