

(10078.) 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, 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") :—

Casey, Captain, Auckland (s.s. "Akaroa").

Craig, J. J., and Co., Ltd., Auckland (s.s. "Mahurangi").

Frankham, A. G., Hellaby's Buildings, Queen Street, Auckland (Agent for o.v. "Coronation," Hokianga).

Kauri Timber Co., Ltd., Customs Street, Auckland (s.s. "Lyttelton").

Nobels Explosives Co., Ltd., Endeau Buildings, Queen Street, Auckland (o.v. "Huia," "Piri," "Rira," and "Miro").

Northern Steamship Co., Ltd., Quay Street, Auckland (o.v. "Otamai," "Motu," "Tuhoe," "Paroto," "Toa," "Hauturu," "Ronaki," and "Waka").

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

Smith, James, and Co., Ltd., Ferry Buildings, Auckland (s.s. "Glenelg" and s.s. "Hikurangi").

Wilson's Portland Cement Co., Ltd., Auckland (s.s. "Herekino").

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 rates of pay per month:—

	£	s.	d.
Cook-steward, where no assistant is employed	18	4	0
Cook-steward, with assistant or assistants ..	16	4	0
Assistant cooks and/or stewards	12	4	0

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

(c) Where the crew numbers twelve or more the cook-steward shall be supplied with an assistant.

(d) 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.

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

(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.

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

Payment of Wages.

6. (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 days 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 1 (b) of this award.

(d) For the purpose of this clause "wages" ports are Auckland, Onehunga, Wanganui, Wellington, Nelson, Picton, Napier, Tauranga, Gisborne, Bluff, Dunedin, Port Chalmers, Oamaru, Timaru, Lyttelton, Foxton, Patea, New Plymouth, Kaipara, Hokianga, Whangarei, Invercargill, Brisbane, Sydney, and Melbourne.

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 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) 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.

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

Preference.

8. (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.

Shore-pay.

9. (a) 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.
Cook-stewards	2	3	3	2½
Other workers	2	0	2	11½

"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) Workers required to work by vessels at Admiralty Dock, when off articles, shall be paid half an hour for travelling-time, and all fares to and fro shall also be paid by the employer.

Definitions.

10. (a) "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 time of arrival to time of departure.

"A day" shall be deemed to mean from 12 midnight to 12 midnight.

"Anchored" shall be deemed moored.

"Wages" include overtime payment.

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

"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) *Anniversary Day.*—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) Unless the context forbids, the word "worker" shall embrace all members of the providore staff.

Medical Benefits.

11. (a) Where a member of the stewards staff is invalidated 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 invalidated 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 steward 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 invalided 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.

Discharge.

12. (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 the ship be laid up, or the articles of agreement expire in any other port than his home port, any member of the providore 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 delay.

(d) In cases where transport is not immediately available, a 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 returning to his home port by rail this allowance shall continue during the period occupied by the rail journey.

(e) 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.

Living on Shore.

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

Payment on Discharge.

14. Where a 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 to the worker himself.

Ship's Articles.

15. 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 31st day of March, 1931, 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.”

Place of Engagement.

16. At Auckland and Wellington engagements shall be made 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.

Scope of Award.

17. This award shall apply only to the firms and companies named as parties hereto in respect of vessels named herein, and to such other firms, companies, and vessels as may be subsequently attached by the Court on application of any party hereto. The provisions of this award shall not apply to the o.v. “Tuhoe” and “Paroto” so long as the cook is paid not less than £1 per month above the wages of an able seaman.

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.