

KAIPARA SEAMEN AND FIREMEN.—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 Auckland Federated Seamen's Industrial Union of Workers (hereinafter called "the union") and the undermentioned company (hereinafter called "the employer") :—

The Kaipara Steamship 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 as hereinafter provided, and shall continue in force until the 21st day of September, 1939, 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 21st day of September, 1937.

[L.S.]

P. J. O'REGAN, Judge.

1905

SCHEDULE.

Wages.

1. The following shall be the minimum rates of wages:—

				Per Calendar Month.		
				£	s.	d.
Mate	..	..	..	22	0	0
Deckhand	..	..	..	14	6	0
Fireman	..	..	..	18	0	0
Fireman-greaser	..	..	..	18	0	0

Payment of Wages.

2. (a) One-half of each month's wages, other than money for overtime, shall be paid on the first and sixteenth of each calendar month. Money for overtime shall be paid on the first of each calendar month.

(b) Wages shall be payable at Helensville on the dates stated or as soon as possible after the ship's arrival after that date, Sundays, award, or bank holidays excepted.

Overtime.

3. For all labour over the hours of labour the worker shall be entitled to overtime payment at the rate of 2s. 6d. per hour, with a minimum of half an hour.

Time off.

4. It shall be optional for a worker to accept time off in lieu of cash payment for overtime. Where time off is offered and accepted it shall be at the rate of two and a half hours for each hour worked as overtime, and it shall not be necessary for the worker to provide a substitute.

Hours of Labour.

5. (a) The hours of labour shall not exceed fifty per week, to be worked as may be required by the employer: Provided that any time worked in excess of fifty hours in any one week shall be paid for as overtime.

(b) Working-time shall include all time actually on duty unless released from attendance.

Regulation of Labour.

6. (a) No boy under the age of eighteen shall drive a winch or attend a yard-arm, bullrope, or hatch.

(b) No worker of the engine-room department shall perform work outside his department, nor shall a worker of the deck department perform work outside his department during his hours of labour.

Meals.

7. (a) The meal-time allowed in port shall be: For breakfast, any one hour between 7 a.m. and 9 a.m.; for dinner, any one hour between 12 noon and 2 p.m.; for tea (if working overtime), any one hour between 5 p.m. and 7 p.m.; and, if working is to be continued after 11 p.m., one hour for supper between 11 p.m. and 1 a.m.

(b) A seaman shall not be under any obligation to curtail any meal-time even on the terms of payment for overtime. If he does so, he shall be paid overtime for the time by which the meal-hour is curtailed, with a minimum of half an hour.

Holidays.

8. The seamen shall be entitled to the following holidays in port: New Year's Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day, and Anzac Day.

Continuous-service Holiday.

9. (a) At the end of twelve months' continuous service in one ship any seaman shall be entitled to a holiday of fourteen days on full pay.

(b) If any seaman serves in the one ship for less than twelve months but for more than six months, he shall, on leaving the ship, be allowed holiday pay as for the period of his service on the basis of fourteen days per annum.

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

(d) Where a seaman 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 in the interval.

(e) Where the employment is determined either by the employer or by the seaman on the expiry of the period of notice herein provided before the expiration of six months through the vessel being put out of commission, or for any other reason, or where the seaman has to leave through sickness or accident, after not less than three months' service, the employer shall pay the employee one day's pay for each month he has served.

Cleaning Quarters.

10. (a) The employer shall cause the living-quarters of the workers to be cleaned every day, and shall commit the duty of cleaning each set of quarters to any suitable person within

his hours of labour, and allow him at least two hours per day where more than four workers are accommodated, or one hour where four or less workers are accommodated.

(b) The living-quarters shall be fumigated, cleaned, and painted at least once in each twelve months while the vessel is moored at a wharf.

Discharge.

11. The master may discharge any worker at the place where he joined the ship if he gives him not less than twenty-four hours' notice. Any worker may end his engagement at the place where he joined the ship if he gives such notice as aforesaid.

Crew on Board.

12. All members of the crew shall be on board fifteen minutes before sailing.

Utensils and Bedding.

13. (a) The employer shall provide for the use of the crew all necessary eating utensils, to be of earthenware, free of cost to the workers, and also bedding consisting of a mattress and cover, a well-filled pillow and cover, and three blankets. Also one cake of soap of reasonably good quality shall be provided by the employer, free of cost, for use by each seaman each week.

(b) The mattress and pillow shall be of flax or other fibre, but not of straw or tow. Pillow-covers shall be changed weekly, mattress-covers monthly, and blankets shall be thoroughly renovated once every six months. When a seaman joins a ship at the home port, he shall be supplied with all necessary eating utensils and clean bedding and blankets prior to the commencement of work.

(c) Buckets: An adequate supply of buckets for the use of the seamen at all times shall be provided by the employer free of cost.

(d) Failure to return: In the event of the failure of any seaman to return in good order any of the utensils, bedding, and blankets as may have been issued to him, the employer may, on the termination of his employment, deduct the full cost of such utensils, bedding, and blankets not returned from any moneys due to such seaman.

Definitions.

14. "A day" shall mean from midnight to midnight.

"Worker" shall mean any financial member of the Federated Seamen's Union employed in ships belonging to employers who are parties to this award.

"A week" shall mean the time from, and including, Sunday to midnight on Saturday.

Workers to be Members of Union.

15. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award:

Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Term of Award.

16. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of May, 1937, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 21st day of September, 1939.

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 21st day of September, 1937.

[L.S.]

P. J. O'REGAN, Judge.

MEMORANDUM.

The only matter referred to the Court was the date of the coming into force of the award. In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council.

P. J. O'REGAN, Judge.