

## NEW ZEALAND COOKS AND STEWARDS (GALLEY STAFF)—AWARD

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

In the Court of Arbitration of New Zealand, Northern and Wellington Industrial Districts—In the matter of the Industrial Conciliation and Arbitration Act 1954; 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 under-mentioned companies (hereinafter called “the employers”):

Union Steamship Co. of New Zealand Ltd., Customhouse Quay, Wellington.  
Shell Co. of New Zealand Ltd., Customhouse Quay, Wellington.

THE Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 130 of the Industrial Conciliation and Arbitration Act 1954, 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 31st day of March 1961 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 March 1960.

[L.S.]

A. TYNDALL, Judge.

## SCHEDULE

*Wages*Per Calendar  
Month

## 1. (a) Passenger steamers:

	£	s.	d.
Chief cook (intercolonial and foreign-going steamers)	59	0	6
Chief cook (steamers other than intercolonial and foreign-going)	56	17	1
Senior second cook	53	16	4
Second cook	50	16	9
Extra second cook	48	17	1
Third cook and butcher (inter-island steamers)	47	4	10
Third cook	46	11	3

				Per Calendar Month		
				£	s.	d.
Extra third cook	.....	.....	.....	45	2	8
Third-class cook	.....	.....	.....	47	19	9
Ship's cook	.....	.....	.....	50	1	11
Assistant ship's cook	.....	.....	.....	44	7	10
Baker (intercolonial and foreign-going steamers)	.....	.....	.....	53	2	8
Baker (other than intercolonial and foreign-going)	.....	.....	.....	51	10	5
Second baker (where two or more are carried)	.....	.....	.....	48	13	5
Assistant baker	.....	.....	.....	46	11	3
Butcher (intercolonial and foreign-going steamers)	.....	.....	.....	49	8	3
Butcher (steamers, other than intercolonial and foreign-going)	.....	.....	.....	47	4	10
Second butcher (where two or more butchers are carried)	.....	.....	.....	46	11	3
Assistant butcher	.....	.....	.....	45	2	8
Sculleryman	.....	.....	.....	44	7	10
(b) Cargo steamers:						
Chief cook	.....	.....	.....	51	10	5
Second cook (where three employed)	.....	.....	.....	46	11	3
Assistant cook	.....	.....	.....	44	7	10

(c) On all cargo-steamers where the crew number 20 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 receive the assistant cook's wages per day in addition to the rate fixed herein as long as an assistant is not provided.

(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 £4 12s. per month to the chief cook and £2 6s. per month to other cooks for such time as the extra number of persons is carried.

(e) Where members of the galley staff on trans-Pacific or other cargo-steamers are required to make bread and kill sheep, they shall be paid not less than three 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 up to six in number an additional amount of 6s. per day shall be paid to each member of the galley staff actually engaged in the performance of such work and where the number exceeds six the additional amount shall be 12s. per day.

Where facilities are available to provide meals ashore the galley staff shall not be required to provide same for more than 12 shore workers. In port where facilities are not available and it is necessary to provide meals for more than 12 shore workers, the additional payment shall be 18s. per day.

(g) For the purpose of calculating payments for broken periods a calendar month shall be reckoned as 30 days.

(h) *Sea-going Allowance*—In addition to the foregoing rates, there shall be paid a sea-going allowance at the rate of £6 18s. per calendar month. This payment shall be made only while on articles and while on annual leave, and whilst ashore under section 68 of the Shipping and Seamen Act 1952, and shall not be regarded or taken into account as wages as set out in subclauses (a) and (b) hereof, nor shall it be taken into account in the assessment of any payments provided for by this award which are based on the wages as prescribed in subclauses (a) and (b) hereof.

*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 24 hours after the ship first arrives at any "wages" port at which there is a bank—Sundays, award, public, and bank holidays excepted.

(b) 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 24 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, award, public, and bank holidays excepted.

(c) Money for overtime shall be payable monthly on the first day of each month or within 24 hours after the ship first arrives at any "wages" port at which there is a bank—Sundays, award, public, and bank holidays excepted.

(d) Payment of wages half monthly under this clause shall not be deemed payment for portion of a month under subclause (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, Brisbane, Newcastle, Sydney, Melbourne, Geelong, Hobart, Launceston, Port Augusta, Port Pirie, Wallaroo, Adelaide, Albany, Fremantle, Bunbury, Strahan, and Devonport (Tasmania).

(f) Subject to the provisions of the Shipping and Seamen Act a worker shall, on application, be entitled to leave an allotment of his wages; but this shall not apply to crews of ships for which wages are paid half-monthly.

(g) A monthly account of wages shall be prepared and given to each member at the time of payment and money for overtime shall be payable with monthly wages and shall be calculated to within two days of actual payment.

*Ships Stranded or Wrecked*

4. (a) In the case of a vessel being stranded or wrecked for more than 24 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 or his overtime rate of pay as the case may be, the sum of 5s. per hour.

(b) Where a vessel grounds in a tidal harbour or river and is refloated by ordinary means, with or without lightening cargo, or without special work such as laying on anchors and handling hawsers being required of the crew, it 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 ship-owner 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.

In the event of his losing his clothes or effects through the wreck, fire or stranding of the ship, the employer shall reimburse the worker for the loss, but the amount of such reimbursement shall not exceed £85.

#### *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 14 days, each worker shall be paid 50 per cent in addition to the rate 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 member of the galley staff, having signed the ship's articles, is discharged 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 14 days in addition to any overtime he has earned: Provided that this clause shall not apply where a worker is engaged to relieve another for holidays and fails to complete the relieving period and it is necessary to engage a substitute.

#### *Living on Shore*

8. When a member of the galley staff is required by the ship to sleep or take his meals on shore while on articles, he shall be paid 5s. for each meal with an additional 6d. per meal on Saturdays, Sundays, and holidays, and a bed allowance of £1 per night.

#### *Shore Pay*

9. (a) Members of the galley staff working by a vessel when off the ship's articles and before the time set out for commencing work by the ship's articles of agreement shall be paid the following rates for time worked:

	Ordinary Time		Time and a Half		Double Time	
	Per Hour		Per Hour		Per Hour	
	s.	d.	s.	d.	s.	d.
Chief cooks when preparing meals	6	8½	10	1	13	5
Other workers	6	4½	9	6½	12	8½

"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.

For work performed outside the foregoing hours, time and a half rates shall be payable, except on Saturday afternoon, Sundays, holidays and between the hours of 9 p.m. and 7 a.m. when double time rates shall be payable: Provided that where a worker is paid sea pay for the day, time and a half rates only shall apply.

When a member of the galley staff is engaged to work by he shall be given a definite starting time and shall be guaranteed four hours' work or payment equivalent thereto, but in cases where he is called out both in the morning and afternoon the minimum period for the day shall be six hours.

(b) Members of the galley staff required to work by vessels at the Wellington Patent Slip, Jubilee Dock, Aotea Quay, or Miramar, Wellington, Western Wharf, or Calliope Dock Auckland, when off articles shall be paid a quarter of an hour to Aotea Quay or Western Wharf, half an hour to the Wellington Patent Slip, Jubilee Dock, or Calliope Dock, and three quarters of an hour to Miramar for daily travelling time each way at ordinary rate.

(c) Workers who are ordered back and attend for overtime at 6 p.m. Monday to Friday or at 1 p.m. on Saturday or on a Sunday, shall be paid meal money at the rate of 5s. per meal, provided meals are not supplied, with an additional 6d. per meal on Saturdays, Sundays, and holidays.

#### *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 paid at the rate of 8s. 11½d. per hour for ratings whose wages are fixed at £47 4s. 10d. per month or more, and 8s. 2½d. per hour for other ratings.

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

#### *Work in Refrigerating Chambers*

11. Any member of the galley staff required to load or discharge refrigerated cargo to or from domestic chambers shall be paid at overtime rates while so employed in addition to his ordinary wages.

#### *Overtime Book*

12. (a) 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.

(b) Any member of the galley staff shall be entitled to a copy of their overtime statement at the end of each month and when signing off the ship's articles.

#### *Time Off*

13. (a) 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, 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 places as may be mutually agreed upon. Time off is not to be given at sea or on Sundays or holidays.

(b) When given time off under this clause a record of same shall be entered and signed for in the overtime book.

#### *Hours of Work at Sea*

14. (a) Except as hereinafter provided, the ordinary hours of work at sea shall not exceed eight in any one day and shall be worked between 6 a.m. and 7.30 p.m.

(b) The ordinary hours of scullerymen shall be worked between 5 a.m. and 7 p.m.

(c) The ordinary hours of night bakers on oversea passenger-vessels shall be worked between 5 p.m. and 6 a.m.

### *Hours of Work in Port*

15. (a) The ordinary hours to be worked in port, with the exception hereinafter mentioned, shall not be more than eight hours in any one day, and shall be worked between the following hours:

Passenger-vessels (intermediate ports): 6 a.m. to 6.30 p.m.

Passenger-vessels (terminal ports): 6.30 a.m. to 5.30 p.m.

Cargo vessels (all ports): 6 a.m. to 6 p.m.

(b) 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.

(c) When a vessel is in port at any time between 1 p.m. and 5 p.m. on a Saturday, all hours worked in port or at sea after 12 noon or in excess of four hours that day shall be paid for at overtime rates.

### *Safety of Ship*

16. (a) 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. Boat drill shall not, if avoidable, take place during the meal-hour of the galley staff, but should it do so the provisions of clause 23 hereof shall apply.

(b) Cooks shall be relieved from attendance at boat drill after lifeboats are replaced and secured on board.

### *Sundays*

17. (a) All work performed on Sundays shall be paid for at overtime rates.

(b) When a vessel leaves any port on a Sunday, each member of the galley staff shall be paid an extra day's sea pay, provided that the sailing on Sunday is not caused through the action or the absence of any member of the provedore staff on the day originally appointed for sailing.

(c) On vessels that have been in port overnight a member of the galley staff required to work on Sunday shall receive a minimum payment of four hours at overtime rates and if he is required to work both before 12 noon and after 12 noon he shall be paid for seven hours at overtime rates: Provided that whenever a vessel leaves port on a Sunday before 12 noon or within four hours of its arrival in port on a Sunday overtime rates shall be payable only for the time actually worked; and this proviso shall also apply in the case of vessels scheduled to sail at or prior to noon and which are delayed up to 30 minutes after 12 noon.

When a vessel arrives in port before 8 a.m. and the workers are required to work at sea or in port on Sunday a minimum of two hours at overtime rates shall be paid and if required to work more than four hours in port that day after 8 a.m. a minimum of seven hours shall be paid at overtime rates.

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

### *Holidays*

18. (a) Holidays mean New Year's Day, Good Friday, Easter Monday, Labour Day, the birthday of the reigning Sovereign, Christmas Day, Boxing Day, and Anzac Day.

Should any of the above holidays, except Anzac Day, fall on a Saturday or Sunday then for the purpose of this award such holiday shall be observed on the following Monday. In the event of Christmas Day being observed on a Monday in pursuance of the foregoing, Boxing Day shall be observed on the Tuesday following.

When a vessel pays off within 14 days prior to the holiday named herein without any fault on the part of members of the union causing such pay off, the workers shall be paid a day's sea pay for each such holiday, provided they are not entitled to such payment under any other clause of this award.

(b) For all work performed on any of the named holidays overtime rates shall be paid, and on vessels that have been in port overnight a member of the galley staff required to work on a holiday shall receive a minimum payment of four hours at overtime rates, and if he is required to work both before 12 noon and after 12 noon he shall be paid for seven hours at overtime rates.

When a vessel arrives in port before 8 a.m. and the workers are required to work at sea or in port on a holiday a minimum of two hours at overtime rates shall be paid; if required to work more than four hours in port that day after 8 a.m. a minimum of seven hours shall be paid at overtime rates.

(c) *Picnic Day*—In cases in which a vessel is in port at Auckland on the Wednesday of the week in which 22 January falls, at Lyttelton on Christchurch Show Day or other New Zealand ports on the Wednesday of the week in which 29 January falls, the galley staff shall be allowed the day off as Federated Cooks and Stewards Picnic Day, but only one such day shall be allowed each year, provided that the number of cooks necessary for the serving and clearing up of meals for passengers and officers shall remain on board as required and for such work shall be paid at overtime rates. Should a vessel sail on such a day each member of the galley staff shall be paid an extra day's sea pay.

(d) *Anniversary Day*—When a vessel is in a port in New Zealand on Anniversary Day, members of the galley staff shall be allowed the day off but only one such day shall be allowed each year: Provided that those members of the galley staff necessary for the preparation and cooking of meals for passengers and officers shall remain on board as required and for such work shall be paid at overtime rates.

When a vessel departs on Anniversary Day no extra day's sea pay shall be paid.

(For the purpose of this award Anniversary Day shall be observed in Auckland and Wellington on the days on which Anniversary Day is generally observed at those ports and will be observed at other New Zealand ports on the day following New Year's day.)

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

(f) *Vessels Leaving Port*—When a vessel leaves port on any holiday named in subclause (a) hereof, each member of the galley staff shall be paid an extra day's sea pay. Should a vessel leave more than one port on a holiday, one extra day's sea pay only shall be allowed.

(g) Should the ship be timed to sail prior to a holiday and her departure be delayed until the holiday owing to the absence of any member of the provedore staff on the day originally appointed for the sailing, no payment of an extra day's sea pay shall be made under this clause.

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

#### *Conflict of Sundays*

19. 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. Not more than one Sunday shall be observed in six days.

*Excursions and Cruises*

20. (a) *Excursions*—When a vessel is employed on an excursion or special work on a holiday each worker shall be paid an additional 1s. 10d. per hour for the time the ship is so employed, with a minimum payment of 7s. 3d. 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 7s. 3d. An extra day's sea pay shall not be payable in addition to the payment for the excursion: Provided that such payment, when a vessel proceeds on an excursion and does not resume her normal service that day, shall be not less than the equivalent of an extra day's sea pay; but this proviso shall not operate to avoid an extra day's sea pay under subclauses (c) and (f) of clause 18, when a vessel sails on her normal service after completing an excursion.

(b) When a vessel is employed on a cruise on a holiday or when the Wellington/Lyttelton steamer express is employed on a daylight sailing on a day other than on a Sunday or holiday in addition to the normal night sailing each worker shall be paid an additional 1s. 10d. per hour for all time worked from departure to arrival with a minimum payment of 17s. 3d.

For the purpose of this clause a "cruise" shall be deemed to be an excursion or special work exceeding 48 hours.

*Weekly Time Off*

21. (a) Each member of the galley staff shall be entitled to time off from his ship in his home port for one half-day for each week he has been employed on articles. A half-day shall be from noon to midnight or midnight to noon, except that when a vessel sails after 5 p.m. and before midnight he shall be required to rejoin his ship.

(b) In cases in which the ship is not regularly trading to the home ports, 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 between the master and the member of the galley staff.

(c) When a vessel is not in port on a Saturday at any time between 1 p.m. and 5 p.m. each member of the galley staff shall become entitled to time off from his ship for one half-day. Such half-day may be granted at any of the following ports: Auckland, Onehunga, Gisborne, Napier, Wellington, Lyttelton, Timaru, Oamaru, Port Chalmers, Dunedin, Bluff, Nelson, Picton, Wanganui, New Plymouth, Westport, Greymouth, Suva, San Pedro, San Francisco, Vancouver, Newcastle, Sydney, Hobart, Melbourne, Adelaide, Brisbane, or Fremantle, or any other port agreed to between the master and the worker.

(d) Time off may be allowed to accumulate and may then be given in whole or in part: Provided that in the case of trans-Pacific or oversea vessels time off which has not been given shall be paid for on the first pay day after the vessel's return to New Zealand, and in the case of coastal and intercolonial vessels at the end of the calendar month following the month in which the time off falls due.

(e) Payment shall be on the basis of four hours' overtime for each half day due, but if a member of the galley staff absents himself from duty without the permission of the chief steward, the time he is so absent shall be deducted from any time off due to him.

(f) Each member of the galley staff on leaving or being dismissed and who has worked six days of that week shall be entitled to an additional period of weekly time off or payment in lieu thereof.

(g) Where a member of the galley staff is to be given the afternoon off, he shall be so notified before 11 a.m. and if the forenoon, not later than 5.30 p.m. the previous day.



*Annual Holiday*

22. Subject to the following provisions, the Annual Holidays Act shall apply:
- (a) Any member of the galley staff being in continuous employment on articles with the same employer for 12 months shall be allowed a holiday of 14 days on full pay within the following three months: Provided that any excess of 12 months' service shall be included in the holiday and paid for accordingly.
  - (b) Unless otherwise mutually agreed, the holiday shall commence at the worker's home port, and, where practicable, not less than 48 hours' notice shall be given to a member of the galley staff when he is required to go on holiday.
  - (c) A member of the galley staff whose employment in a ship is terminated by the employer through no fault on the part of the worker justifying such discharge, and whose period of holiday leave due under this clause extends beyond any of the holidays defined in subclause (a) of clause 18, shall receive an additional day's sea pay for each such holiday.

*Meal-hours*

23. Employees shall, wherever practicable, be allowed a full hour for each meal at sea and in port, but where circumstances do not permit of a full hour being granted and 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.

*Accommodation*

24. (a) The employer shall allow sufficient time out of the 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-in quarters in a clean and sanitary state, and allow him for up to nine men, one hour; over nine men and up to 18 men, two hours; over 18 and up to 30 men, three hours.

(b) *Periodical Fumigation, Cleaning, and Painting*—(i) The living rooms or quarters of the galley staff shall be thoroughly fumigated with cyanide and cleaned throughout during the annual overhaul of the ship in port provided that the intervals between fumigation with cyanide shall not exceed 13 months.

(ii) In painting the quarters the surfaces to be painted shall first be cleaned, a coat of flat paint shall be applied, followed by a coat of good quality enamel paint. Should the foregoing be carried out, painting shall be done during overhaul every second year only. Should the quarters be given only one coat of paint they shall be painted every year at the annual overhaul. Bathrooms and lavatories shall be painted during overhaul every year.

(iii) The date of fumigation and painting shall be stencilled or painted in the quarters.

(c) For this purpose all bunkboards shall be lifted and special attention shall be paid to corners where dirt is likely to gather. All bedding, clothing, etc., 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 on the ship until 12 hours after fumigation has been completed and all doors, etc., opened.

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

(e) Where members of the galley staff on articles are required to work on board during the painting of quarters, they shall be provided with suitable accommodation on board for washing and changing their clothes, and shall not be required to occupy the quarters until the paint is dry.

*Bed-linen*

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

*Mess-room*

26. All workers shall be provided with a suitable mess-room for taking their meals and shall be allowed time off to sit down to their usual daily meals, 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*

27. (a) When a man is engaged at one port to proceed to another port to join a ship, his wages and meal allowances shall commence from the time of his engagement at the former port and his fare and necessary expenses whilst on the journey and until he joins the vessel 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 his 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*

28. At Auckland and Wellington the place of engagement of members of the galley staff shall be at the Government Shipping Office between the hours of 10 a.m. and 10.30 a.m. daily, Mondays to Saturdays inclusive. For all other ports in New Zealand the engagement shall be made through the Wellington or Auckland Union Office. No worker shall be transferred from one ship to another unless mutually agreed upon between the employer and the union.

*Notice to Leave*

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

*Discharge*

30. (a) The master may discharge any member of the galley staff at his home port if he gives him not less than 24 hours' notice, and if the notice be not less than 24 hours, before the ship 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 24 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 the time waiting at the rate of 5s. per meal with an additional 6d. per meal on Saturdays, Sundays, and holidays and a bed allowance of £1 per night, and in the case of a worker returning to his home port by rail, this allowance shall continue during the period occupied by such 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.

(f) Unless otherwise mutually agreed upon between the employer and the union, should any member of the galley staff be engaged and signed on the ship's articles in any port outside New Zealand, he shall be discharged on arrival of the ship in the home ports, Auckland or Wellington.

(g) Where a free passage is granted under this clause, the member of the galley staff shall be provided with accommodation in the ordinary passenger accommodation of the ship.

(h) Where articles of agreement are terminated on a Saturday for the purpose of taking out new articles the workers who re-sign on the new articles shall be entitled to wages for the subsequent day (Sunday) and if required to work on Sunday shall be paid overtime at sea rates.

#### *Signing On and Off Articles*

31. 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.

#### *Uniform*

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

#### *Laundry Allowance*

33. (a) 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 2s. per day for each day on which he is required to wear a white uniform.

(b) On passenger vessels members of the galley staff who are not in receipt of the payment prescribed under subclause (a) shall receive a coat and apron allowance of 5s. per month.

#### *Stores*

34. 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 and linen from the wharf to the vessel or from the vessel to the wharf if the weight does not, as near as practicable, exceed 60 lb or in the case of sugar in bags not exceeding 70 lb.

*Scrubbing Out*

35. 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*

36. No member of the galley staff shall be called upon to do any painting on board ship.

*Performance of Work*

37. (a) All members of the galley staff shall be under the control of the chief steward, subject to direction by the master, and 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.

(b) Electric lighting and steam or power shall be available on vessels on articles whilst the worker is on duty, but this shall not apply during repair work which cannot be carried out without shutting off steam or power and lighting.

(c) Members of the provedore department shall not be required to:

(i) Load galley bunkers,

(ii) Pump oil to galley,

(iii) Replace, change, or service burners or stove fittings which are bolted or screwed.

(d) First-aid emergency material for cuts and burns shall be placed in each galley.

*Medical Benefits*

38. (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 ship at any time after joining the vessel, he shall be granted the benefits provided in section 68 of the New Zealand Shipping and Seamen Act 1952, and if invalided on shore beyond New Zealand with illness or accident contracted in the service of the vessel shall (except in the 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 or the expiration of three months from the date he is first invalided ashore, if he does not recover and become fit for duty in that time: Provided that the total payment under this subclause shall not exceed a maximum of six months from the date he is first invalided on shore.

(c) Where a member of the galley staff is invalided ashore in New Zealand with illness or accident contracted in the service of the vessel he shall be returned to his home port upon recovery and his wages and maintenance shall continue until he arrives at such port but shall not in any case exceed three months from the date he is invalided ashore: Provided that if a member of the galley staff 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 the expiration of three months from the date he was first

invalided ashore if he does not recover and become fit for duty in that time; and provided further that a sick or injured member of the provedore department being returned to his or her home port prior to recovery shall be provided with first-class travel if required to proceed by railway.

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

### *Definitions*

39. "Arrival" means the time the vessel is finally moored to the place in any port, bay, river, or roadstead where, in the case of cargo-ships, cargo and/or coal or oil, or, in the case of passenger ships, mail, passengers, cargo, and/or coal or oil, are to be shipped or unshipped.

A vessel shall not be deemed to have arrived in port when she is for any reason moored or anchored prior to finally proceeding to her loading or discharging berth in a port.

If a vessel is anchored at her usual discharging berth in a roadstead and is prevented by bad weather from discharging or unloading, she shall not be deemed to have arrived until work actually commences.

"Departure" means when the vessel unmoors or weighs anchor from her last loading or discharging berth in 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.

"Half day" means from noon to midnight and midnight to noon.

"Port" includes bay, river, or roadstead.

"Home port" means the port in New Zealand or Australia where the member of the galley staff was first engaged to join the ship.

"Wages" includes overtime payment.

"Anchored" shall be deemed moored.

"Terminal port" means the first port a vessel leaves on the outward journey, and the port she first leaves on the return journey.

The port the vessel leaves on the return journey shall be deemed to be the port where she finally discharges her outward cargo and/or passengers.

### *Incapable of Performing Duty*

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

### *Workers to be Members of Union*

41. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, it shall not be lawful for any employer bound by this award to employ or 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.

(b) For the purposes of subclause (a) of this clause a person of the age of 18 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 21 years and upwards, shall be deemed to be an adult.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union, commits a breach of this award, and shall be liable accordingly.

(d) Members of the union presenting themselves for employment shall produce their union books to show that they are not more than one month in arrears with their contributions.

(NOTE—Attention is drawn to section 174 (3) of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

#### *Blasting Explosives*

42. Where a ship is carrying 5 or more tons of blasting explosives an additional sum of 5s. per day shall be paid from the commencement of the loading to the completion of discharge.

#### *Disciplinary Measures*

43. The employer shall, in the engagement of workers coming within the scope of this award, give first consideration to those members of the industrial unions affiliated to the Federated Cooks and Stewards of New Zealand Industrial Association of Workers who are qualified and suitable for the particular work to be done and who have not been the subject of disciplinary measures for misconduct.

#### *Allotment of Duties*

44. (a) Members of the union shall act on the allotment of duties fixed by the chief steward who may fix the hours and times for duty. Members of the union shall not insist on duty which, in the opinion of the chief steward, is unnecessary.

(b) No overtime payment shall be allowed for any work performed outside the hours and times fixed by the chief steward unless the work is authorised by any second steward in charge if the chief steward is absent when the work is required.

#### *Award and Articles*

45. In all cases a copy of the award shall be held by the master of the ship and shall be readily available for inspection.

#### *Ship's Articles*

46. 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 current award of the Court of Arbitration in respect of wages and conditions of employment of the galley staff shall form part of this agreement and be deemed to be incorporated therein.”

#### *Scope of Award*

47. (a) This award shall apply only to vessels owned by the employers parties hereto for which articles are taken out in New Zealand and shall extend to and bind as subsequent party hereto any employer engaged in the industry whilst this award is in force.

(b) This award shall apply to the work of galley-staff workers on ships coming within the scope of this award.

*Term of Award*

48. This award, in so far as it relates to wages and overtime rates, shall be deemed to have come into force on the 1st day of November 1959, and so far as all other terms and conditions of the award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 31st day of March 1961.

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 March 1960.

[L.S.]

A. TYNDALL, Judge.

## MEMORANDUM

The award, including the operative date of provisions relating to wages, embodies the terms of settlement arrived at by the assessors in Conciliation Council. The terms of settlement also provided for incorporation.

Under regulation 5B of the Economic Stabilisation Regulations 1953, the Court is directed to ensure that as a result of the incorporation by the Court of the effect of the general order in any rates of remuneration determined by the award, no worker bound by the award will in any week receive under the award less than he would receive if the award specifically applied the order otherwise than by such incorporation.

The Court has been jointly advised in writing by representatives of the parties that an agreement has been reached between them which ensures that the object of regulation 5B will be achieved. In these circumstances the Court has decided to make the award incorporating the terms of the complete settlement reached in the Council of Conciliation.

The Court has been requested by the parties to call attention to the following provisions appearing in the registered rules of the Federated Cooks and Stewards of New Zealand Industrial Union of Workers:

*Extract from Amendment No. 2, Rule 34, of the Federated Cooks and Stewards' Union of New Zealand*

“34. (b) Any member entering into any agreement with any employer or master of a ship or leaving his ship at any port other than the home port in contravention of the terms of the union's award or industrial agreement, or ship's articles of agreement or endorsement thereto in force for the time being, except through sickness or accident, or wilfully committing any breaches of such award or agreement, may be expelled from the union by the executive.

(c) Any member not joining a ship after engagement or missing his ship or deserting therefrom, or wilfully misconducting himself on board the ship, or wilfully impeding the voyage of the ship, may be expelled from membership of the union by the executive.

(e) Any member expelled under paragraphs (b) and (c) hereof shall have the right of appeal to a committee consisting of one person appointed by the member concerned, one person appointed by the executive, and a third person who shall act as chairman, to be appointed by the two persons first appointed.”

A. TYNDALL, Judge.