

## NEW ZEALAND COOKS AND STEWARDS (STEWARDS)—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 N.Z. Ltd., Customhouse Quay, Wellington.  
Shell Company 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		
				£	s.	d.
1. (a)						
	Chief steward on trans-Pacific cargo steamers	.....	.....	56	13	4
	Chief steward in charge of cargo steamers.....	.....	.....	55	19	9
	Chief stewards, cargo steamers, where only one assistant employed	.....	.....	58	16	9
	Second steward	.....	.....	49	8	3
	Extra second steward	.....	.....	48	2	3
	Chief saloon steward (head waiter, first or second saloon)	.....	.....	46	0	1
	Steward in charge of second saloon	.....	.....	48	2	3

	Per Calendar Month
	£ s. d.
First grade assistant stewards employed either as printers, linen-keepers or storekeepers .....	46 0 1
First grade assistant stewards employed either as bedroom stewards, saloon stewards, or buglers if acting as either bedroom stewards or saloon waiters, bathroom stewards, mess-room stewards, barmen, smoke-room stewards, lounge stewards, deck stewards or officers' stewards .....	45 5 2
Chief fore-cabin steward .....	46 13 9
Laundry steward .....	46 13 9
Laundress .....	37 2 9
Second grade assistant stewards employed as boots, main deck stewards, or assistant pantrymen or assistant store-keeper .....	44 7 10
Pantryman, first saloon, inter-colonial or foreign-going passenger steamers .....	47 8 7
Pantryman, first or second saloon .....	46 13 9
Second pantryman, where three or more pantrymen are carried .....	45 5 2
Pantryman (fore-cabin) .....	45 5 2
Assistant stewards, cargo steamers .....	44 7 10
Nightwatchmen .....	47 8 7
Cadets—	
Under 17 years .....	25 14 7
17 to 19 years .....	31 3 9
19 to 21 years .....	34 0 9
A "cadet" is a probationer who assists in, but does not solely perform the work of an assistant steward, and if he substantially performs the work of an assistant steward he is to be paid the wages of the rating.	
Stewardess .....	36 10 4
Assistant stewardess .....	35 5 7
Fore-cabin stewardess .....	36 10 4

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

(c) Where assistant stewards on cargo vessels have to look after and attend on passengers other than cargo workers, they shall be paid at the rate fixed for first-grade bedroom stewards during the time the passengers are on board. Chief stewards of cargo vessels on which passengers other than cargo workers are carried shall be paid an additional 4s. 6d. per day during the time the passengers are on board.

(d) *Sea-going Allowance*—In addition to the rates set out in subclause (a) hereof, workers other than cadets shall be paid a sea-going allowance at the rate of £6 18s. per calendar month, and in the case of cadets, £3 9s. per calendar month.

These payments shall be made only while on articles and while on annual leave, and while 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 subclause (a) hereof, nor shall they be taken into account in the assessment of any payments provided for by this award which are based on the wages as prescribed in subclause (a) hereof.

#### *Inventory Money*

2. No deduction shall be made from moneys due to stewards for inventory money.

*Special Work*

3. (a) Stewards required to attend to lunatics or persons suffering from contagious disease (on the certificate of the ship's surgeon and with the approval of the master) shall be paid 17s. 6d. per day in addition to their sea pay whilst performing such duties.

(b) When any passenger or stowaway has to be kept on the ship in port for deportation, the custody and safe keeping of such persons shall not be the work of the provedore department.

(c) Members of the provedore department shall not be held responsible for medical supplies.

*Payment of Wages*

4. (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) The wages of stewards employed on 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 sixteenth and twentieth of the month, one half of the month's wages, other than money for overtime, shall be paid—Sundays, award, public, or 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 (b) 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, Burnie, Strahan, and Devonport (Tasmania).

(f) Subject to the provisions of the Shipping and Seamen Act a steward 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*

5. (a) In the case of a vessel being wrecked or stranded 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*

6. Where a ship on New Zealand articles is wrecked, the stewards' 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 shipowner until the date on which they should in due course arrive at such port of shipment: Provided that the total period for which the steward shall be entitled to receive wages under this clause shall not in any case exceed three months from the time of the termination of his services by reason of the wreck or loss of the ship: Provided, also, that if the steward 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 steward for the loss, but the amount of such reimbursement shall not exceed £85.

*Limited Period of Employment*

7. (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*

8. If a steward, having signed the agreement, 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 fourteen days in addition to any overtime he has earned: Provided that this clause shall not apply where a steward, engaged to relieve another for holidays, fails to complete the relieving period and it is necessary to engage a substitute.

*Living on Shore*

9. Where a steward is required by the ship to sleep and 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*

10. (a) Stewards 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 Per Hour		Time and a half Per Hour		Double Time Per Hour	
	s.	d.	s.	d.	s.	d.
A steward in charge of cargo vessel and second steward of passenger ships .....	6	9	10	1½	13	6
Extra second steward and fore-cabin steward .....	6	8	9	11½	13	3½
Other stewards, except cadets .....	6	4½	9	6½	12	8½
Cadets .....	4	6½	6	10	9	1

“Ordinary time” means between the hours of 8 a.m. and 12 noon and 1 p.m. and 5 p.m. Monday 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 steward 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 then the minimum period for the day shall be six hours.

A steward in charge or a second steward who is responsible for the work of laying up or recommissioning the provedore department of a passenger vessel shall be paid an additional 6d. per hour, ordinary or overtime, during such work.

(b) Stewards 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 quarter of an hour to the 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 rates.

(c) Chief stewards of cargo vessels when governed by clause 43 hereof shall not come within the operation of this clause except for hours of work. If required to work during overtime hours he shall be paid overtime in accordance with the terms of this clause.

(d) Workers who are ordered back and attend for overtime at 6 p.m. Monday to Friday or at 1 p.m. on Saturdays or on Sundays and holidays 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*

11. (a) All time worked in excess of the hours or before or after the times of commencing or finishing work herein specified or on Sundays shall be deemed to be overtime and shall be paid for at 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 and 4s. 11½d. per hour for cadets.

The rate of overtime for stewardesses shall be 8s. 2½d. per hour under clauses 19, 20, and 23, and 7s. 1½d. per hour for all other cases.

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

(c) This clause shall not apply to chief stewards on vessels carrying one assistant steward or more and in lieu of payment of overtime they shall be paid while on articles the sum of £24 3s. 6d. per calendar month and be granted one week's holiday per annum and one extra day for each period of 6 a.m. to 6 p.m. spent at sea on Sundays and holidays (with a proportionate allowance for lesser periods spent at sea between 6 a.m. and 6 p.m.) in addition to annual leave provided for in clause 24 hereof. At the option of the chief steward the hours accrued for time spent at sea on Sundays and holidays may be paid for at the rate of one day's sea pay for each day due.

The holidays shall be those named in subclause (a) of clause 20.

(d) Overtime for cadets shall be avoided as far as practicable and they shall only be required for duty after 9 p.m. in exceptional circumstances.

### *Freezing Chambers*

12. In the case of stewards on articles they shall not be required or called upon to perform any work in a freezing chamber, except by the direction of the chief steward, in which case they shall be entitled to overtime payment. This clause shall not apply to the getting out of pantry stores from the freezer or cooler.

### *Overtime Book*

13. (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) The stewards shall be entitled to a copy of their overtime statement at the end of each month and when signed off the ship's articles.

### *Time Off*

14. (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 place as may be mutually agreed. Time off shall not 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*

15. (a) *Passenger-vessels*—The hours of work at sea shall not exceed eight in any one day, and shall be worked within a spread of 14½ hours between 6 a.m. and 8.30 p.m. except in the case of stewards regularly required for late watch whose eight hours shall be worked between 8 a.m. and 10.30 p.m. This proviso shall only apply to stewards regularly required to turn to at 8 a.m.

(b) *Cargo-vessels*—The hours of work at sea shall not exceed eight in any one day and shall be worked between 6 a.m. and 7 p.m.

(c) The ordinary hours of work for laundrymen and laundresses shall be eight per day between the hours of 7 a.m. and 5 p.m. on Mondays to Fridays inclusive. If called upon to work in excess of these hours, overtime shall apply.

(d) The hours of work for nightwatchmen at sea shall be eight consecutive hours between 10 p.m. and 6 a.m. or 11 p.m. and 7 a.m.

(e) Should a passenger vessel arrive at a terminal port to noon (on any day other than a Sunday or holiday) and not sail again that day, all stewards except those required for tea watch shall be free from duty (except for overtime payment) at 4 p.m.

### *Hours of Work in Port*

16. (a) *Coastal Passenger-vessels*—In terminal ports when a vessel has been in port overnight the hours of work for all stewards shall not exceed eight, exclusive of meal hours, from 7 a.m. to 5 p.m., except for stewards required for tea watch, whose hours, if necessary, shall continue to 6 p.m. without overtime, provided the eight hours are not hereby exceeded. When a vessel leaves a terminal port 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 completion of spread provided for in clause 15 (a) shall be paid as overtime.

(b) *Intercolonial and Foreign-going Passenger-vessels*—In terminal ports when a vessel has been in port overnight the hours for all stewards shall not exceed eight, exclusive of meal hours, from 7 a.m. to 5 p.m. except for stewards required

for tea watch, whose hours, if necessary, shall continue to 6 p.m. without overtime, provided that eight hours are not thereby exceeded. When a vessel leaves a terminal port later than 5 p.m. after being in a port overnight, the above hours shall apply, but if the departure is prior to 5 p.m. the hours applicable at sea shall be observed.

(c) In intermediate ports the hours of work shall not exceed eight and shall be worked in accordance with the provisions of clause 15 (a). If there are no passengers on board, the hours of work shall be the same as for terminal ports.

(d) *Cargo-vessels*—The hours of work in all ports shall not exceed eight and shall be worked between 6.30 a.m. and 6.30 p.m.

(e) The hours for laundrymen and laundresses in all ports shall be eight hours a day between 7 a.m. and 5 p.m. Mondays to Saturdays inclusive.

(f) 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*

17. (a) 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, fire drill, or medical inspection. Boat drill shall not, if avoidable, take place during the meal hour of the stewards' staff, but should it do so, the provisions of clause 25 shall apply.

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

#### *Nightwatchmen*

18. (a) *Nightwatchman in Port*—The hours of any steward acting as nightwatchman in port, when there are no passengers on board, shall be from 10 p.m. to 6 a.m. For acting as nightwatchman 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 £1 19s.

The nightwatchman referred to in clause 15 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.

(b) The ship's nightwatchman shall be free from all night work at his home port, whether such home port is a terminal or an intermediate port, and in such case he shall be free from night work and shall perform the duties and be subject to the conditions of a first-grade steward on the following day if the ship is not again sailing on that day.

(c) On inter-island steamers when the vessel is in port from 8 a.m. Sunday until 7 p.m. Monday, the nightwatchman may be given half a day off in terms of clause 23 hereof from midnight Sunday until noon Monday.

#### *Sundays*

19. (a) All work performed on Sunday shall be paid for at overtime rates.

(b) When a vessel leaves any port on a Sunday, each steward 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 steward required to work on Sunday shall receive a minimum payment for four hours at overtime rates, and if he is required to work both before 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, 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 subclauses hereof or any other clause of this award for the same day.

### *Holidays*

20. (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 holidays 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 steward 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 and in port on a holiday 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.

(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 in any other New Zealand port on the Wednesday of the week in which 29 January falls, the stewards 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 stewards 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 day each steward 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, the stewards shall be allowed the day off but only one such day shall be allowed each year: Provided that the number of stewards 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.

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 steward 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*

21. 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 stewards' 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*

22. (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 20, 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 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*

23. (a) Each steward 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 the steward shall be required to rejoin his ship.

(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, Wellington, Lyttelton, Port Chalmers, Dunedin, Napier, Nelson, Newcastle, Sydney, Melbourne, Adelaide, Vancouver, San Francisco, Calcutta, or any other port agreed to between the master and the steward.

(c) When a vessel is not in port on a Saturday at any time between 1 p.m. and 5 p.m. each steward, other than a chief steward, 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 steward.

(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 overseas 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 steward 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 steward 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 steward is to be given the afternoon off, he shall be so notified before 11 a.m. and if the forenoon, not later than 5 p.m. the previous day.

#### *Annual Holidays*

24. Subject to the following provisions, the Annual Holidays Act shall apply:

- (a) Any steward 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 steward when he is required to go on holidays.
- (c) A steward whose employment in a ship is terminated by the employer through no fault on the part of the steward 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 20, shall receive an additional day's sea pay for each such holiday.

#### *Meal-hours*

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

#### *Meals*

26. Stewards in passenger and cargo vessels shall be allowed saloon meals in accordance with the saloon they are working in, with the exception of poultry, eggs (except on Thursday and Sunday), ice-cream, candies, fresh fruit, asparagus, and special cheeses.

#### *Accommodation*

27. (a) The employer shall allow sufficient time out of the vessel's working hours both at sea and in port for one member of the stewards' staff to keep the men's living-quarters in a clean and sanitary condition, 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; over 30 and up to 45 men, four hours; over 45 and up to 60

men, five hours; over 60 men, a member of the stewards' staff shall be told off to attend to the work of cleaning the quarters. The times above stated are for one man; if two or more are employed, the time shall be reduced accordingly.

(b) *Periodical Fumigation, Cleaning, and Painting*—(i) The living rooms or quarters of the stewards 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 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 annual overhaul every year.

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

(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, etc., shall be loosened up and fumigated while in the quarters. If the fumigation is carried out with cyanide, stewards shall not be required to live on the ship until 12 hours after fumigation has been completed, and all doors, etc., opened.

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

(e) Where stewards 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*

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

#### *Mess-room*

29. 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: Provided that where workers in the stewards' department are permitted the use of the saloon to take their meals, no mess-room need then be provided.

#### *Engagements*

30. (a) When a worker 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 steward 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 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.

#### *Place of Engagement*

31. At Auckland and Wellington the place of engagement of stewards 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*

32. 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*

33. (a) The master may discharge any member of the stewards' staff at his home port if he gives him not less than twenty-four hours' notice, and if the notice be not less than twenty-four hours before the ship leaves such port.

(b) Any member of the stewards' 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 or agreement expire in any other port than his home port, any member of the stewards' 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 the 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. for each meal, with an additional 6d. per meal on Saturday, 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 the rail journey.

(e) Where any steward 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 steward be engaged and signed on the ship's articles in any port outside of 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 steward 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 the Sunday shall be paid overtime at sea rates.

*Signing On and Off Articles*

34. Should stewards be required to remain on board or at the shipping office for the purpose of signing on or off the articles, they shall be paid overtime for the time they are required to wait after 5 p.m.

*Uniforms*

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

*Laundry Allowance*

36. (a) In the tropics, where stewards 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 steward a laundry allowance of 2s. per day for each day on which he is required to wear a white uniform.

(b) On passenger vessels where stewards wear white coats, they shall be paid 5s. per month, but in the case where stewards receive the allowance prescribed in subclause (a), this shall not apply.

*Stores*

37. 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.

*Baggage*

38. (a) When a vessel is moored or anchored at a place away from a wharf, passengers' hand luggage shall be received and delivered by stewards at the foot of the gangway.

(b) At the ports of Lyttelton and Picton it shall be optional for stewards to carry or fetch luggage from the steamer to the train or from the train to the steamer.

(c) On arrival of a passenger-ship at the wharf at Auckland, Wellington, San Francisco, and Sydney, a chute shall be provided from the ship to the wharf for unloading passengers' luggage.

*Scrubbing-out*

39. (a) The scrubbing or polishing 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.

(b) "Necessary" work within the meaning of the foregoing subclause does not include such work as cleaning brass, silver, or paint work, or the taking up of runners and scrubbing out thereunder.

*Painting*

40. No steward shall be called upon to do any painting on board ship.

*Performance of Work*

41. (a) All members of the stewards' 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 load galley bunkers.

*Medical Benefits*

42. (a) Where a member of the stewards' staff is invalided 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 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 invalidated on shore.

(b) Provided that if a steward has been invalidated 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 invalidated 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 invalidated on shore.

(c) Where a member of the stewards' staff is invalidated 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 invalidated ashore: Provided that if a steward 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 invalidated 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 stewards' staff 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 illness or accident due to the worker's own wilful act or his own misbehaviour.

#### *Chief Stewards*

43. (a) Notwithstanding anything contained elsewhere in this award or in the articles of agreement, the services of a chief steward with the employer shall be terminated by one calendar month's notice in writing from either side. In no case shall holidays or annual leave be considered as part of notice of termination: Provided that a chief steward may be discharged instantly for intoxication or misconduct.

(b) When paid off from a vessel or standing by, the chief steward, in addition to wages, shall be paid a victualling and accommodation allowance of £1 5s. per day for the time so retained. A full week's allowance shall be £7 10s. The hours of work shall be as set out in clause 10 and all overtime worked shall be paid for at the rates prescribed therein.

(c) The wives of chief stewards and children dependent on them for support will, at the discretion of the employers, be granted passages at half rates; but they will not be permitted to travel on board the ship in which the chief steward upon whom they are dependent is employed.

(d) Free transit shall be provided by the employer's steamer for the families and effects of chief stewards upon permanent transfer.

(e) Whenever a complaint is made concerning a chief steward, such shall be investigated by the superintendent steward, and in cases where the circumstances permit, an opportunity to be heard in his defence shall be given to the chief steward concerned, and he will also be entitled to have a representative of his union present.

### *Alteration in Time of Sailing*

44. Masters shall be instructed to notify the chief steward as early as possible of any alteration in the time fixed for sailing.

### *Definitions*

45. "Arrival" means the time when the vessel is finally moored at 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 loading 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 a 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" means from 12 midnight to 12 midnight except where otherwise provided.

"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 steward was first engaged to join the ship.

"Wages" includes overtime payment.

"Anchored" shall be deemed moored.

"Steward" includes any worker coming within the scope of this award, and except where the context forbids, includes stewardesses.

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

46. If a steward is 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*

47. (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 rates 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*

48. 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*

49. 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*

50. (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*

51. 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*

52. 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 stewards, shall form part of this agreement and be deemed to be incorporated therein.”

#### *Scope of Award*

53. This award shall apply 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 but shall not in any case apply to steamers employed in the interstate trades of the Commonwealth of Australia or to steamers employed in trading with the United Kingdom.

#### *Application of Award*

54. (a) This award shall apply to the work of stewards and stewardesses on ships coming within the scope of this award.

(b) Nothing contained in this award shall apply to chief stewards of passenger-steamers.



*Term of Award*

55. 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 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.