

NEW ZEALAND COOKS AND STEWARDS (COASTAL SHIPPING COMPANIES)—
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”):

Anchor Shipping and Foundry Co. Ltd., Nelson.

Canterbury Steamship Co. Ltd., Christchurch.

Dunedin and Wanganui Shipping Co. Ltd., care of Holm and Co. Ltd., Wellington.

Eckford and Co. Ltd., Blenheim.

Gisborne Sheepfarmers Frozen Meat and Mercantile Co. Ltd., Gisborne.

Holm and Co. Ltd., Wellington.

Richardson and Co. Ltd., Port Ahuriri, Napier.

South Taranaki Shipping Co. Ltd., Patea.

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 25th day of March 1960.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Wages

1. (a) The following shall be the minimum rates of pay per month:

	£	s.	d.
Chief stewards (passenger steamers)	50	16	10
Chief stewards	49	8	3
Chief cooks (passenger steamers)	50	13	1
Chief cooks	49	4	6
Cook-steward (passenger steamer)	50	16	10
Cook-steward (no assistant)	52	7	9
Cook-steward (with assistant)	49	8	3
Assistant steward	44	7	10
Assistant cook	44	7	10
Stewardess	36	1	8
Chief cook (intercolonial or foreign-going)	51	10	6
Nelson-Wellington passenger steamers:			
Chief steward	64	5	11
Second and cabin steward	49	8	3
Head waiter	46	0	1
Pantryman	46	13	8
Nightwatchman	47	8	7
Assistant steward	45	5	2
Stewardess	36	10	4
Chief cook	56	17	1
Second cook	50	16	10
Assistant cook	44	7	10

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

(c) Where the crew number 12 or more, the cook-steward shall be supplied with an assistant.

(d) On all cargo-steamers where the crew number 20 or over an assistant cook shall be carried when obtainable on the terms fixed by this award: Provided that when an assistant is not obtainable for 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.

(e) Whenever three or more passengers or persons are carried on any vessel not licensed as a passenger-vessel, the members of the provedore department shall be paid an additional sum of 6s. per day for each day or part of a day such passengers or persons are carried.

(f) Whenever a cargo-steamer carries three or more passengers or other persons in addition to the crew, members of the provedore staff shall be paid an extra payment at the rate of £4 6s. per month while such passengers or persons are being carried.

(g) Where members of the galley staff 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.

(h) Whenever meals have to be provided for cargo or other shore workers over three and 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 ports 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.

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

Overtime

2. (a) All overtime shall be paid for at the rate of 8s. 2½d. per hour, except in the case of ratings whose monthly wages are fixed at £47 4s. 10d. or more, for whom the rates shall be 8s. 11½d. per hour.

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

(c) An overtime-book shall be provided by the employer and kept by the master or chief steward. Each item of overtime in such book shall be initialled by the person entitled to same as soon after as practicable.

Time Off

3. (a) Notwithstanding anything contained herein, the employer may allow time off at the rate of two and a half hours for each hour worked as overtime 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 other 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 Labour at Sea

4. For stewards the hours of work at sea shall be eight hours per day, as required between the hours of 6 a.m. and 7 p.m. Any time worked in excess of eight hours in any one day or before 6 a.m. or after 7 p.m. shall be paid for at overtime rates.

The hours of duty for night-watchmen shall be eight consecutive hours from 10 p.m. to 6 a.m. or 11 p.m. to 7 a.m.

For cooks the hours shall be eight (if required) between the hours of 6 a.m. and 8 p.m. Any time worked before or after the above hours shall be paid for at overtime rates.

For cook-stewards the hours shall be eight, between the hours of 6 a.m. and 8 p.m. Any time worked before or after the above hours shall be paid for at overtime rates.

Hours of Labour in Port

5. (a) For stewards and cook-stewards the hours of work in port shall be eight (if required) between the hours of 6 a.m. and 7 p.m. Any time worked before or after the above hours shall be paid for at overtime rates.

For cooks the hours shall be eight (if required) between the hours of 6 a.m. and 6 p.m.

(b) For nightwatchmen in port, the hours of any worker as nightwatchman in port when passengers are on board shall be from 10 p.m. to 6 a.m. For acting as nightwatchman he shall be granted eight working hours off in port the next day if it is not a Sunday or holiday. If he does not get the eight hours off, he shall be paid an extra sum of £1 19s.

(c) The nightwatchman referred to in clause 4 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.

(d) The ship's nightwatchman shall be free from all night-work at his home port, whether such home port is a terminal or 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.

(e) On inter-island steamers when the vessel is in port from 8 a.m. Sunday until 7 p.m. Monday, the night-watchman may be given a half-day off in terms of clause 10 hereof from midnight Sunday until noon on Monday.

(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.

Excursions

6. 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 (a) and (f) of clause 8, when a vessel sails on her normal service after completing an excursion.

Sundays

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

(b) When a vessel leaves any port on a Sunday, each worker 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 over night a worker required to work on Sunday shall receive a minimum payment of four hours at overtime rates, and if 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 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 this award, for the same day.

Holidays

8. (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 holidays 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 default 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 over night a worker 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 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, 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 for 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 workers 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 workers 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 worker shall be paid an extra day's sea pay.

(d) *Anniversary Day*—When a vessel is in port in New Zealand on Anniversary Day, the members of the provedore staff shall be allowed the day off, but only one such day shall be allowed each year: Provided that those members of the provedore staff necessary to service passengers and officers and for the preparation and cooking of meals for passengers, officers, and crew 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 holidays other than Anniversary Day, shall be observed, irrespective of where the ship may be.

(f) *Vessels Leaving Port*—When a vessel leaves port on any holiday, each worker 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.

Living on Shore

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

Weekly Time Off

10. (a) Each worker 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 join 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, and Nelson, or any other port agreed upon between the master and the worker.

(c) Where a worker 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. on the previous day.

(d) When a vessel is not in port on a Saturday at any time between 1 p.m. and 5 p.m. each worker shall be entitled to time off from his ship for one half-day. Such half-day may be granted at any of the following ports—viz, 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.

(e) Time off may be allowed to accumulate and may then be given in whole or in part: Provided any time off not given shall be paid for at the end of the calendar month following the month in which the time off falls due.

(f) Payment shall be made on the basis of four hours' overtime for each half-day due but should a worker absent himself from duty without official leave the time he is so absent shall be deducted from any time off due to him.

(g) Each member of the provedore staff on leaving or being dismissed who has worked six days of that week shall be entitled to a half-day off under subclause (a) of this clause, or payment in lieu thereof.

Annual Holiday

11. Subject to the following provisions, the Annual Holidays Act 1944 shall apply:

(a) Any worker being in continuous employment in one ship 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 holidays shall commence at the port where the worker first joined the ship, and shall not commence on a Sunday or a statutory holiday, and, where practicable, not less than 48 hours' notice shall be given to a worker when he is required to go on holiday.

(c) A worker whose employment in a ship is terminated by the employer through no fault on the part of the worker justifying that discharge, and whose period of holiday leave due under this clause extends beyond any of the holidays defined in subclause (a) of clause 8, shall receive an additional day's sea pay for each such holiday.

Engagements

12. (a) When a worker is engaged at one port to proceed to another port to join a ship, his wages and meal allowance 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 the certificate of discharge of a worker 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 withheld.

(c) Where a worker 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.

Stores

13. The employer shall, where practicable, sling all heavy stores or 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 or linen from the wharf to the vessel or 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.

Meal-hours

14. 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.

Meals and Bed Linen

15. (a) All workers shall be allowed saloon meals.

(b) Where practicable, all workers shall be allowed a change of bed linen and towels each week.

Discharge

16. (a) The master may discharge any member of the provedore staff at the port where he signed the articles, and if he gives him not less than 24 hours' notice, and if the notice is not less than 24 hours before the ship leaves such port.

(b) Any member of the provedore staff may end his engagement at the port where he signed the articles, if he gives such notice as before mentioned.

(c) If the ship is laid up or the articles of agreement expire in any other port than his home port, any member of the provedore 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 and with wages up to the time at which in due course including the day of arrival he should arrive thereat: Provided that if the return of the worker to his home port is delayed by his own act or default he shall not be entitled to wages or sustenance allowance during the period of delay.

(d) In cases where transport is not immediately available, 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 Saturdays, Sundays, and holidays, and a bed allowance of £1 per night, and in the case of a worker returned to his home port by rail this allowance shall continue during the period occupied by the rail journey.

(e) If any member of the provedore staff is incapable of performing his duty through intoxication, the master may dismiss him at the first port in New Zealand at which a substitute is available, and in such case a free passage shall not be granted.

(f) Where any member of the provedore 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.

(g) Unless otherwise mutually agreed upon between the employer and the union, should any member of the provedore staff 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. Where a free passage is granted under this clause, the member of the provedore staff shall be provided with accommodation in the ordinary passenger accommodation of the ship.

Shore Pay

17. (a) Workers working by a vessel when off the ship's articles and before signing articles 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.
Assistant cooks and/or stewards	6 4½	9 6½	12 8½
Others	6 8½	10 1	13 5

“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 Saturdays after 12 noon, Sundays, and 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.

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 in addition 6d. per hour, ordinary or overtime, during such work.

(b) When a worker 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.

(c) Chief stewards shall not come within the operation of this clause if they are governed by clause 18 hereof.

(d) Workers employed working by vessels off articles at the Wellington Patent Slip, Jubilee Dock, Aotea Quay, or Miramar (Wellington), or Western Wharf or Calliope Dock (Auckland), shall be paid 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 rates.

(e) 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, 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.

Standing By

18. If when ashore and paid off from the ship a chief steward is given instructions to stand-by, he shall be allowed wages and also a victualling allowance of £1 5s. per day for the period so retained. A full week's allowance shall be £7 10s.

Performance of Work

19. (a) All members of the provedore 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.

Limited Period of Employment

20. (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

21. If a worker, 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 engaged to relieve another for holidays fails to complete the relieving period and it is necessary to engage a substitute.

Shipwrecks

22. Where a ship on New Zealand articles is wrecked, the workers, when not working by the vessel, shall be returned by the first available vessel to the port 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 worker 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 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 the 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 the worker losing his clothes or effects through 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.

Medical Benefits

23. (a) Where a member of the provedore 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 of 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 worker has been invalided on shore beyond New Zealand with illness or accident contracted in the service of the vessel and is returned to his home port before his recovery, the employer shall continue to pay his wages and maintenance and medical expenses until his recovery and he is fit for duty, or until one month after his return if he does not recover and become fit for duty in that time: Provided that the total payment under this subclause shall not exceed a maximum of six months from the date he is first invalided on shore.

(c) Where a member of the provedore 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 worker 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 rail.

(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 default or his own misbehaviour.

This clause shall apply to those vessels regularly trading but which do not take out articles of agreement under the Shipping Act in the same way as if they were on articles.

Ships Stranded or Wrecked

24. In the case of a ship being wrecked or stranded for more than 24 hours in the course of her voyage, and any worker being kept working by the ship, 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.

If a vessel grounds in a tidal harbour or river and only requires to lighten cargo in order to proceed to the wharf, such grounding shall not be deemed to be a stranding within the meaning of this clause.

Notice to Leave

25. Notice to leave shall be given to or by the master of the ship only. The notice may be given verbally or in writing.

Laundry Allowance

26. In the tropics where workers 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 worker a laundry allowance of 2s. per day for each day on which he is required to wear a white uniform.

Uniforms

27. 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.

Baggage

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

(b) When a vessel is alongside a wharf, baggage shall only be received by the stewards on the deck of the vessel, except where it has been the custom to receive baggage at the foot of the gangway.

Payment of Wages

29. (a) Except as hereinafter provided, one-half of each month's wages, other than money for overtime, shall be paid on the 1st and 16th 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) Money for overtime shall be payable monthly on the first day of each month or within 24 hours after the ship arrives at any wages port at which there is a bank—Sundays, award, public, and bank holidays excepted.

(c) Payment of wages half-monthly under this clause shall not be deemed payment for portion of a month under subclause (b) of clause 1 hereof.

(d) For the purpose of this clause "wages ports" are Bluff, Dunedin, Port Chalmers, Oamaru, Timaru, Lyttelton, Picton, Nelson, Auckland, Tauranga, Gisborne, Napier, Wellington, Foxton, Wanganui, Patea, New Plymouth, Kaipara, Onehunga, Hokianga, Whangarei, Invercargill, Westport, Greymouth, Brisbane, Newcastle, Sydney, Melbourne, Geelong, Hobart, Launceston, Port Augusta, Wallaroo, Adelaide, Albany, Fremantle, Bunbury, Burnie, Strahan, and Devonport (Tasmania).

(e) 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.

Painting

30. No worker of the provedore department shall be called upon to do any painting on board ship.

Accommodation

31. (a) Washing facilities, with hot and cold water laid thereon, and lavatories shall be provided on each ship for the use of the provedore staff, unless the staff are allowed the use of the conveniences already provided on the ship for officers and passengers.

(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 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 the fumigation is carried out with cyanide, workers shall not be required to live on the ship until 12 hours after fumigation has been completed and all doors, etc., opened.

(d) Members of the provedore department shall be provided with accommodation separated from the crew.

Signing On and Off Articles

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

Safety of Ship

33. (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 provedore staff, but should it do so, the provisions of clause 14 shall apply.

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

Complaints

34. Whenever a complaint is made concerning a chief steward or steward in charge, it shall be investigated by the master or superintendent steward, and in cases where the circumstances permit, an opportunity to be heard in his defence shall be given to the chief steward or steward in charge concerned.

Place of Engagement

35. At Auckland and Wellington engagements shall be made 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.

Definitions

36. "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, mails, 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 worker was first engaged to join the ship.

“Wages” includes overtime payment.

“Anchored” shall be deemed moored.

“Worker” includes any worker coming within the scope of this award, and except where the context forbids, includes stewardesses.

Workers to be Members of Union

37. (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 to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award.

(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.)

Disciplinary Measures

38. The employer shall in the engagement of workers coming within the scope of this award give first consideration to those members of 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 subject to disciplinary measures for misconduct.

Blasting Explosives

39. Where a ship is carrying five 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.

Award and Articles

40. 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

41. 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 members of the provodore staff shall form part of this agreement and shall be deemed to be incorporated therein.”

Application of Award

42. This award shall govern the employment of all workers on board any sea-going vessels who are employed in any capacity in connection with attending to passengers and the preparation, cooking, and/or serving of food, and/or cleaning of officers' quarters, and shall bind every employer of such workers excepting those who are specifically exempted from its provisions: Provided that nothing herein contained shall apply to the ship's "peggy" or to a worker in another department temporarily engaged on such work.

Term of Award

43. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, 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 25th 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 breach 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.
