

## (10766.) NEW ZEALAND CHIEF STEWARDS.—INDUSTRIAL AGREEMENT.

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

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 29th day of March, 1935, between the Chief Stewards' Guild of New Zealand Industrial Union of Workers, Wellington (hereinafter called "the union") of the one part, and Union Steamship Co. of New Zealand, Ltd., Wellington (hereinafter called "the employers") of the other part, whereby it is mutually agreed by and between the parties hereto as follows, that is to say:—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the said parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions; but shall in all respects abide by and perform the same.

## SCHEDULE.

*Wages.*

1. The rates of wages to be paid per calendar month to chief stewards of passenger ships shall be as follows:—

	£	s.	d.
Foreign-going, intercolonial, trans-Pacific, or			
South Sea Island ships .. .. .	21	13	10
Coastal ships .. .. .	20	5	4

*Safety of Ship.*

2. Chief stewards of passenger ships shall, when required, do any work necessary for the safety of the ship and those on board, whether at sea or in port, and shall, when required, attend at boat drill, fire drill, or medical inspection.

*Leaving Main Ports.*

3. When a ship leaves any of the main ports on a Sunday or holiday, the chief steward shall be paid an extra day's sea-pay. Should the ship leave more than one main port on a Sunday or holiday, one extra day's sea-pay only shall be allowed. Main ports are Auckland, Gisborne, Napier, Wellington, Picton,

Nelson, Lyttelton, Oamaru, Timaru, Port Chalmers, Dunedin, Bluff, Onehunga, New Plymouth, Suva, Papeete, San Francisco, Vancouver, Newcastle, Sydney, Melbourne, Hobart, Adelaide, and Fremantle.

*Conflict of Sundays.*

4. In ships 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 as are applicable to Sundays in New Zealand shall apply. This shall also apply to holidays.

*Alteration in Sailing-time.*

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

*Dress Allowance and Uniform Trimmings.*

6. (a) Where a chief steward is required to wear white uniform in the tropics, the employer shall either pay him 1s. 11d. per day for each day he is required to wear same, or arrange for the white uniform to be washed and laundered free of charge to the chief steward.

(b) Should a chief steward requisition for same, uniform trimmings in accordance with the company's schedule for the trade in which such chief steward is employed shall be provided by the employer free of charge to the chief steward.

*Annual Leave.*

7. (a) Every chief steward who has been continuously employed for twelve months shall be allowed a holiday of twenty-one days on full pay within the following six months: Provided that any excess of twelve months' service shall be included in the holiday and paid for accordingly on the basis of one and three-quarter days for each additional month of his service beyond twelve months.

(b) Where a chief steward has served continuously for six months, but for less than one year, he shall be granted leave of absence on full pay for the whole of his service to the time of going on leave of absence on the basis of one and three-quarter days for each month of his service.

(c) Where a chief steward has served for three months but for less than six months, and his services are determined by the employer for any cause other than the act or default of the chief steward, he shall be paid one day's pay for each month of his service in lieu of leave of absence.

(d) Unless otherwise mutually agreed upon between the employer and the chief steward, the holiday, or leave of absence

under subclause (b), shall commence at the home port of the chief steward, and shall not commence on a Sunday or a statutory holiday.

(e) Wherever practicable, not less than forty-eight hours' notice shall be given the chief steward to go on holiday or leave of absence.

(f) A transfer from one ship to another, standing by in terms of this agreement, and service on board ship shall be deemed continuous service for the purpose of this clause.

(g) At the option of the employer the holiday may be postponed in whole or in part and the unused leave accumulated so that it be not postponed beyond the second year.

#### *Passage Concessions.*

8. The wife of a chief steward and children dependent upon him for support shall be allowed boat passages at half-rates on any passenger ship of the employer on which the chief steward concerned is not employed.

#### *Living on Shore.*

9. Where a chief steward is required to live on shore while on articles of agreement, or when he is off articles and has been instructed by the employer to stand by, he shall be paid the wages herein prescribed, and also a victualling allowance of £3 15s. for each full week from date of standing by, and for any days less than a full week, 12s. 6d. per day.

#### *Free Transit.*

10. Should a chief steward be required by the employer to make a permanent transfer that necessitates a change in his home port, the employer shall provide transit for himself, family (if any), and effects, without charge to the chief steward.

#### *Travelling.*

11. A chief steward shall be granted full wages for the time occupied in travelling, inclusive of the day of arrival at the place of destination, and also a free first-class passage by such appropriate means of transit as the employer selects, and, if by rail, to customary travelling-expenses, inclusive of a "sleeper," if available, namely:—

- (a) In the case of travelling for the purpose of the employer.
- (b) In the case of travelling to and from the home port on account of annual leave.
- (c) Where the service ends elsewhere than the home port on account of the ship going out of commission.

- (d) Where the services are determined by the employer for any cause, other than misconduct or resignation of employment, at any port other than the home port.

*Shipwrecks.*

12. If the ship on which the chief steward is employed is wrecked and he is not working by the vessel, he shall be returned to his home port by the first available vessel, and his wages and maintenance shall be paid by the employer until the date on which the chief steward should in due course arrive at his home port, but payments under this clause shall not exceed three months from the date of wreck. A chief steward shall accept the first reasonable means of conveyance provided or offered, and if he fails to do so the payments under this clause shall cease on the date of such refusal or failure.

*Time off Monthly.*

13. A period of twenty-four consecutive hours off duty once in each calendar month shall be granted a chief steward whenever possible, and, if practicable, the time off shall be given at the home port or at one of the principal ports: Provided that, if the chief steward requests and the employer agrees, the time off may be granted at any other port. Should the period of twenty-four hours for any month be not given it shall accumulate from month to month and then be given at a time or times arranged between the chief steward and his employer, or may be added without pay to the period of annual leave.

*Sickness Benefits.*

14. (a) Where a chief steward is invalidated on shore in New Zealand with illness or accident contracted on board or in the service of the ship at any time after joining the ship, he shall be granted the benefits provided in section 6 of the New Zealand Shipping and Seamen Amendment Act, 1911, for the period as prescribed in that Act.

(b) If he is invalidated on shore beyond New Zealand with illness or accident contracted on board or in the service of the ship at any time after joining the ship, he shall be granted the medical expenses and maintenance prescribed in the aforesaid section 6, and shall (except in case of death) be returned on free passage to his port of shipment if it be in New Zealand or Australia, and his wages and maintenance 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 three months from the date he is invalidated on shore.

(c) This clause shall not apply to cases of illness or accident due to the chief steward's own wilful act or default or to his own misbehaviour.

*In Port Sundays and Holidays.*

15. Where a ship is in a main port at 6 a.m. on a Sunday or herein defined holiday and remains in such port until 6 p.m. of the same day, and the chief steward is required by the employer to remain on board for attention to passengers or otherwise, he shall be granted an extra day's sea-pay as recompense, but this shall not be allowed if an extra day's sea-pay is payable under another clause of this agreement.

*Complaint.*

16. Whenever a complaint is made concerning a chief steward, such shall be investigated by the superintendent steward or other representative of the employer, and, in cases where the circumstances permit, an opportunity to be heard in his defence shall be given to the chief steward concerned.

*Home Port.*

17. The home port of each chief steward shall be one of the following ports: Auckland, Wellington, Lyttelton, Dunedin, Sydney, Melbourne, or Newcastle.

Each chief steward shall supply the employer, within one month of the date of this agreement, with the name of the port in the foregoing list which he selects as his home port, and this selection (if a port outside of New Zealand) shall be subject to the approval or otherwise of the company and the secretary of the guild. Except by mutual consent no change in the port selected shall be made during the currency of this agreement.

If any chief steward fails to notify his home port in accordance with the foregoing provisions, the employer may allot him a home port and such allotment the chief steward shall be bound to accept for the period during which this agreement remains in force.

*Principal Ports.*

18. The principal ports referred to in clause 13 hereof are Auckland, Onehunga, Wellington, Napier, New Plymouth, Picton, Nelson, Westport, Greymouth, Lyttelton, Timaru, Oamaru, Port Chalmers, Dunedin, Bluff, Bunbury, Brisbane, Newcastle, Sydney, Launceston, Devonport (Tasmania), Hobart, Geelong, Melbourne, Adelaide, Fremantle, Suva, Vancouver, Papeete, San Pedro, and San Francisco.

*Holidays.*

19. The holidays referred to by clauses 3, 4, and 15 hereof mean New Year's Day, Good Friday, Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day, Christmas Day, and Boxing Day.

*Preference.*

20. The employer in engaging or employing a chief steward (or an acting chief steward if so employed for longer than one month) who shall not be a member of the guild and who shall not become a member thereof within one month of the date of this agreement or within one month of his engagement if subsequent thereto and remain a financial member, the employer shall dismiss such person from his service if requested to do so by the guild as soon as some other person suitable for the particular position is available who is either a member of the guild or is willing to immediately become a member thereof and remain such member.

The provisions of this clause shall operate only if and so long as the rules of the guild shall permit any person of good character and sober habits to become a member of the guild upon a written application to the secretary and on payment of an entrance fee of £2 10s. and a subscription at the rate of £2 10s. per annum for the balance of the year. Subsequent contributions not to exceed £1 10s. per quarter payable in advance or £5 per annum payable in advance.

Notwithstanding anything contained in this clause, when a man is to be employed as acting chief steward for less than three months, he shall pay to the guild within a month of his engagement (or on his first arrival in New Zealand after that time) the sum of 25s. and three months' subscriptions at 4s. 2d. each, and, if employed for three months or more, shall at the end of the three months pay to the guild a further sum of 25s. which, with the sum of 25s. previously paid, shall be the entrance fee for enrolment from the date of engagement as acting chief steward, and shall also pay any balance of subscription due to the end of the then current year.

*Ship's Articles.*

21. The following clause shall be inserted in the articles of agreement of passenger ships coming within the scope of this agreement:—

It is also agreed that the agreement between the employer and the Chief Stewards' Guild of New Zealand Industrial Union of Workers, dated the 29th day of March, 1935, in respect of wages and conditions of employment of chief stewards shall form part of this agreement and be deemed to be incorporated therein.

*Definitions.*

22. Unless the context clearly forbids,—

- (a) "Ship" means a vessel propelled by electrical power, steam power, or propelled solely or mainly by means of internal combustion engines:
- (b) "Passenger ship" means a vessel carrying more than ten passengers for hire or reward:
- (c) "Chief steward" means the chief steward of a passenger ship:
- (d) "A day" means from twelve midnight to twelve midnight:
- (e) "Port" includes bay, river, or roadstead.

*Scope of Agreement.*

23. This agreement shall apply only to ships for which articles are taken out in New Zealand, but shall not in any case apply to ships exclusively employed in the interstate trades of the Commonwealth of Australia, or to ships employed in trading to and/or from the United Kingdom.

*Retrospective Pay.*

24. The rates of pay fixed herein shall be retrospective to and including 1st December, 1934.

*Term of Agreement.*

25. This agreement shall come into force on and from the date hereof, and shall continue in force until 28th February, 1937.

In witness whereof the parties hereto have executed these presents the day and year first written:—

For the Chief Stewards' Guild of New Zealand Industrial Union of Workers—

[SEAL.]

W. T. YOUNG.  
F. G. STAFFORD.

Witness to signatures—W. G. Smith.

For the Union Steamship Co. of New Zealand, Ltd.—

J. W. MATTHEWSON, General Manager.

Witness to signature—W. G. Smith.