

UNION STEAM SHIP CO.'S **MUSICIANS (ON SHIPS).**—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 27th day of May, 1938, between the New Zealand Musicians Industrial Union of Workers (hereinafter called "the union"), of the one part, and the Union Steam Ship 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. (a) The following shall be the minimum rates of wages which shall be paid by the employers to musicians employed by them on board ships:—

		Per Calendar Month.		
		£	s.	d.
Orchestra leader	17	7	6
Musicians	16	5	0

The above rates to cover all work, and no payment made for overtime.

(b) In a ship carrying three or more musicians one of the musicians shall be deemed an orchestra leader, and shall be paid the wages as such.

General.

2. (a) Should musicians be called upon to perform after midnight they shall not be required to commence duty again until they have had eight hours' rest.

(b) Musicians shall be allowed an interval of at least fifteen minutes after two hours' continuous playing.

(c) Musicians shall be under the control of the chief steward on all occasions except when playing for dances or playing on

arrival and departure from port, when they shall be under the control of the senior officer on duty. This subclause shall not apply to vessels on cruises.

(d) The minimum monthly rates of wages for musicians shall be those prescribed in clause 1 hereof, but working-conditions shall be governed, with the undernoted exceptions, by the clauses contained in the Marine Cooks and Stewards (Stewards) award dated 22nd March, 1938, applying to ships on New Zealand articles operated by the Union Steam Ship Co. of New Zealand, Ltd., wherever they are applicable. The exceptions are clauses 11, 12, 15, 16, 18, 38, 44, 45, 46, 47, 48, 57, and 58.

Workers to be Members of Union.

3. (a) It shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this agreement: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this agreement during any time while there is no member of a union bound by this agreement who is available to perform the particular work required to be done and is ready and willing to undertake it.

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

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

Matters not provided for.

4. If a dispute shall arise between the parties to this agreement upon any matters arising out of or in connection with the agreement and not specifically dealt with therein, it shall be referred to a committee comprised of two representatives of the union and two representatives of the employers, who shall appoint an independent chairman for decision. The decision of a majority of this committee shall be binding, except that any party adversely affected thereby shall have the right within fourteen days after the decision is given, to appeal against the

decision to the Court of Arbitration, which may amend the decision in any way as, after hearing the parties, it may consider necessary or desirable.

Application of Agreement.

5. This agreement shall apply to all musicians employed on ships on New Zealand articles belonging to the employer.

Term of Agreement.

6. This agreement, in so far as it relates to the rates of wages, shall come into force as and from the 1st day of April, 1938, and so far as all other conditions are concerned it shall come into force as and from the 27th day of May, 1938, and shall continue in force until the 31st day of March, 1940.

In witness whereof the parties hereto have executed these presents the day and year first before written.

New Zealand Musicians Industrial Union of Workers—

[L.S.]

LEON DE MAUNY, President.
J. H. COLLINS, Secretary.

Witness to above signatures—S. McLean.

Union Steam Ship Co. of New Zealand, Limited—

J. N. GREENLAND, General Manager.

Witness to above signature—K. Belford.