

UNION STEAMSHIP COY. OF N.Z. LTD. SEA GOING
PLUMBERS—INDUSTRIAL AGREEMENT

In the Court of Arbitration of New Zealand.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement, made on the 16th day of September, 1949, between the New Zealand Plumbers, Gasfitters, and Related Trades' Industrial Union of Workers and the Union Steam Ship Company of New Zealand, Limited.

WHEREAS by the Economic Stabilization Emergency Regulations 1942, it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided further that no such industrial agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the industrial agreement made on the 16th day of September, 1949, between the New Zealand Plumbers, Gasfitters, and Related Trades' Industrial Union of Workers, of the one part, and the Union Steam Ship Company of New Zealand, Limited, of the other part: Now, therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said industrial agreement for the purposes of the said regulations.

Dated this 10th day of November, 1949.

[L.S.]

A. TYNDALL, Judge.

UNION STEAMSHIP COY. OF N.Z. LTD. SEA GOING PLUMBERS—
INDUSTRIAL AGREEMENT

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments this sixteenth day of September, 1949, between the New Zealand Plumbers, Gasfitters and Related Trades Industrial Union of Workers (hereinafter called "the union"), of the one part and the Union Steam Ship Company of New Zealand, Limited (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.

SEA-GOING PLUMBERS

Wages

Clause 1.—(a) The rates of pay for a plumber so long as any such plumber is on the articles of a ship or is working by the ship on seagoing wages during repair or overhaul shall be £30 12s. 6d. per calendar month. When so working by a ship on seagoing wages he shall be paid 2s. 6d. for each meal and a bed allowance of 7s. 6d.

(b) A plumber shall receive 1s. 6d. per day white-money when he is required by the master's order-of-the-day to wear whites.

(c) *Seagoing Allowance*: In addition to the rate set out in subclause (a) hereof, plumbers shall be paid a seagoing allowance at the rate of £6 per calendar month. This payment shall be made only while on articles and shall not be regarded or taken into account as wages as set out in subclause (a) hereof, nor shall it 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.

Discharge

Clause 2.—(a) A plumber may be discharged or claim his discharge at the port where he first joined the ship, after he has made a voyage in the vessel, by giving not less than twenty-four hours' notice. The notice shall be given by either party not less than twenty-four hours before the ship leaves port, and may be given on any day (Sundays and holidays included), and may be given in port or at sea.

(b) If the ship be laid up or the articles of agreement expire at any port other than the port where the plumber first joined the ship, or if he be discharged by the ship at any port other than the port where the plumber first joined the ship, the plumber shall be provided by the employer with a free passage to the port in Australasia where he first joined the ship, with wages up to the time at which in due course he should arrive thereat.

(c) In cases where transport is not immediately available the plumber shall be paid sustenance for the time waiting at the rate of 2s. 6d. for each meal and a bed allowance of 7s. 6d., and in the case of a plumber returning to the port where he first joined the ship by rail his allowance shall continue during the period occupied by the rail journey.

(d) Should a plumber be discharged at his own request he shall not be entitled to a free passage to his home port or to wages until arrival thereat; but this shall not apply where a ship is laid up or where the articles of agreement expire by effluxion of time.

(e) Where a plumber is entitled to the benefits of this clause, the master of the ship, on signing him off the articles, shall deliver to the plumber an order for wages and sustenance money on the office of the employer at the port the plumber is travelling to or may pay him the amount in cash.

(f) Where a plumber 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.

(g) Where a free passage is granted under this clause the plumber shall be provided with accommodation in the usual passenger accommodation of the ship.

(h) Where practicable, the plumber shall be provided with a single-berth room when on articles, except when two plumbers are carried.

Hours of Labour

Clause 3.—(a) Except as hereinafter provided, the hours of labour shall not be more than eight in a day and shall be between the hours of 7 a.m. and 5 p.m.

(b) All routine work on Sundays and holidays shall be paid for at overtime rates.

(c) A plumber shall attend, when required, any medical inspection in port or at sea or any boat or fire drill in port or at sea and do any work that is required of him for the safety of the ship when in immediate peril without overtime payment.

Overtime

Clause 4.—(a) For all work done over the ordinary hours of labour plumbers shall be paid overtime at the rate of 4s. 10d. per hour.

(b) For all work performed in port or at sea on Saturdays after 12 noon a plumber shall be entitled to overtime payment as provided in subclause (a) hereof or time off as provided in subclause (c) hereof.

(c) Time off for work performed in port or at sea on Saturdays after 12 noon may be granted by the employer within thirty days on the basis of one and a half hours for each hour of overtime due. This time off may be granted at one 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 Francisco, San Pedro, Vancouver, Newcastle, Sydney, Hobart, Melbourne, Adelaide, Brisbane or Fremantle, or any other port agreed to between the master and the plumber. This time off shall be granted in periods of not less than four hours from 8 a.m. to noon, or 1 p.m. to 5 p.m. or in periods of not less than six hours completing at 5 p.m., and if not granted within thirty days shall be paid for on the following monthly pay day.

Weekly Time Off

Clause 5.—(a) Each plumber shall be entitled to leave of absence from his ship for a time equivalent to four working-hours for each week he has been employed, and such time off shall be given at his home port or, in the case of trans-Pacific and/or intercolonial ships, either at his home port or at any of the main ports—viz., Auckland, Gisborne, Napier, Wellington, Picton, Nelson, Lyttelton, Timaru, Oamaru, Port Chalmers, Dunedin, Bluff, New Plymouth, Suva, San Francisco, San Pedro, Vancouver, Newcastle, Sydney, Hobart, Melbourne, Adelaide, Brisbane, or Fremantle. By agreement with the plumber any such time off may be allowed at any other port than those referred to herein. This time is to be given between 8 a.m. and 5 p.m. during a working-day, and if not given shall be paid for on a basis of half a day's pay at overtime rate, or shall be allowed to accumulate for not longer than five months in the case of trans-pacific cargo ships and for not longer than three months for all other ships and then be given in whole days or part days at the home port or other main ports as hereinbefore provided. At the expiry of the said period of three months or five months, as the case may be, any weekly time off remaining due is to be paid for when the next monthly wages are being paid.

(b) In the case of a ship (other than a trans-Pacific and/or intercolonial ship) which 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, or any other port agreed to between the master and the plumber.

(c) If a plumber prevents the accumulated leave being given by determining the employment, the employer need only pay the half days not allowed at sea-pay rates.

Continuous Service Holiday

Clause 6.—(a) A plumber, being in continuous employment in one vessel for over twelve months, shall be allowed a holiday of fourteen days on full pay within the following three months: Provided that any excess of twelve months' service shall be included in the holiday and paid accordingly.

(b) If a plumber serves in the one ship for less than twelve months but for more than six months he shall, on leaving the ship, be allowed holiday pay for the period of his service on the basis of fourteen days per annum.

(c) If a plumber transfers from one ship to another at the request of the employer, such transfer shall not disentitle him to the holiday under this clause.

(d) Where a man works by his ship under overhaul, the time of overhaul shall count as continuous service for the purpose of this clause, but should he not work by the ship the service up to the date of overhaul commencing shall be counted as continuous service after the overhaul if he rejoins the ship when commissioned, provided he is not employed elsewhere in the interval.

(e) Where the employment is determined by the employer or plumber before the expiration of six months through the vessel being put out of commission or for any other reason, after not less than three months' service the employer shall pay the employee one days' pay for each month he has served.

(f) With the consent of the employer this holiday may be postponed in whole or in part and the unused leave accumulated so that it be not postponed beyond the second year, provided a suitable substitute is available.

Holidays in Port

Clause 7.—(a) Plumbers shall be entitled to the following holidays in port: New Year's Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Seamen's Union Day.

(b) When a vessel leaves any of the main ports on any Sunday or holiday, the plumber shall be paid an extra day's sea-pay. Should a vessel leave more than one main port on a Sunday or a holiday, one extra day's sea-pay shall be allowed.

Holidays at Sea

Clause 8.—If any of the following holidays be spent wholly at sea, or if the ship arrives in port from sea later than 8 a.m. on any of such holidays, the plumber shall be entitled to a day off ashore at the port where he first joined the ship or at any of the main ports—viz., Auckland, Gisborne, Napier, Wellington, Picton, Nelson, Lyttelton, Timaru, Oamaru, Port Chalmers, Dunedin, Bluff, New Plymouth, Suva, Papeete, San Francisco, San Pedro, Vancouver, Newcastle, Sydney, Hobart, Melbourne, Adelaide, Brisbane and Fremantle within one month thereafter, or to an extra day's sea-pay. The holidays are New Year's Day, Good Friday, Anzac Day, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day. These holidays shall be observed at sea as Sundays.

Conditional Holiday

Clause 9.—In addition to the holidays named in clause 7, when a vessel is in a New Zealand port on any other day which is observed as a holiday by the waterside workers of that port in accordance with the terms of the Waterside Workers' award, the plumber shall be allowed leave of absence without deduction of pay. If a vessel is timed to sail on that day as much leave of absence shall be granted as is reasonably possible.

This clause does not apply in cases in which a vessel is required for an excursion.

Medical Benefits

Clause 10.—(a) Where a plumber is left on shore at any place in New Zealand by reason of illness or accident in the service of the

ship incapacitating him from performing his duties, he shall be subject to the provisions of section 6 of the New Zealand Shipping and Seamen Amendment Act, 1911.

(b) Where a plumber is left on shore at any place beyond New Zealand by reason of illness or accident in the service of the ship incapacitating him from performing his duties, the expense of providing the necessary surgical and medical advice, attendance, and medicine, and maintenance and wages until he is returned to his home port or dies (if earlier) shall be paid by the employer; but the payment of wages under this clause shall not exceed a maximum of three months from the date he was left on shore. A plumber so left on shore shall not within three months be returned to his home port unless his medical attendant certifies in writing that he has recovered and is fit for work at that time; but this shall not apply to cases of permanent incapacity arising from illness or accident.

(c) This clause shall not apply in cases of venereal disease or to illness or accidents due to the plumber's own wilful act or default or his own misbehaviour.

Loss of Effects

Clause 11.—In the event of a plumber losing his belongings through wreck or stranding of the ship, the employer shall reimburse the plumber for the loss, but the amount of such reimbursement shall not exceed £40.

Settlement of Disputes

Clause 12.—Any dispute in connection with any matter arising out of or not provided for in this agreement shall be settled between the particular employer concerned and the secretary and/or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to a committee composed of two representatives of the union and two representatives of the employer, with an independent chairman for decision. If the chairman cannot be mutually agreed upon, the Conciliation Commissioner shall be called upon to appoint a chairman. 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 it necessary or desirable.

Access to Work

Clause 13.—Every employer bound by this agreement shall permit the Secretary or other authorized officer of the union of workers to enter at all reasonable times upon the premises or works and there interview the workers, but not so as to interfere unreasonably with the employer's business.

Annual Holidays

Clause 14.—Unless where otherwise provided, the provisions of the Annual Holidays Act, 1944, shall apply to workers covered by this agreement.

Workers to be Member of Union

Clause 15.—(a) Subject to the provisions of subsection (5) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, 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.

(b) For the purposes 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.

(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 agreement, and shall be liable accordingly.

(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.)

Scope of Agreement

Clause 16.—This agreement shall operate throughout the Northern, Taranaki, Wellington, Marlborough, Nelson, Canterbury, and Otago and Southland Industrial Districts.

Term of Agreement

Clause 17.—This agreement shall come into force on the sixteenth day of September, 1949, and shall continue in force until the 31st day of December, 1950.

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

For the New Zealand Plumbers, Gasfitters and Related Trades Industrial Union of Workers—

CYRIL L. JEFFRIES, President.
H. THOMPSON, Secretary.

Witness—

For the Union Steam Ship Company of New Zealand, Limited—

K. BELFORD.

Witness—R. T. Goddard.