

UNION STEAMSHIP COMPANY OF NEW ZEALAND, LIMITED,
MARINE CHIEF STEWARDS—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 30th day of November, 1949, between the Wellington District (N.Z.) Marine Chief Stewards' Industrial Union of Workers and the Union Steam Ship Co. of N.Z., Ltd., Wellington.

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 30th day of November, 1949, between the Wellington District (N.Z.) Marine Chief Stewards' Industrial Union of Workers, of the one part, and the Union Steam Ship Co. of N.Z., Ltd., Wellington, 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 21st day of December, 1949.

[L.S.]

A. TYNDALL, Judge.

UNION STEAM SHIP COMPANY OF NEW ZEALAND, LIMITED—MARINE
CHIEF STEWARDS—INDUSTRIAL AGREEMENT

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments this 30th day of November, 1949, between the Wellington District (N.Z.) Marine Chief Stewards' Industrial Union of Workers (hereinafter called "the union") of the one part, and the Union Steam Ship Co. of N.Z., 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 rates of wages to be paid per calendar month to chief stewards of passenger ships, respectively, as herein defined shall be as follows:—

	£	s.	d.
New Zealand - America trading vessels—			
Chief steward	43	0	0
New Zealand - Australia trading vessels—			
(i) Over 10,999 tons gross—chief steward ..	44	17	6
(ii) Under 11,000 tons gross—chief steward ..	43	0	0
New Zealand - South Sea Island trading vessels—			
Chief steward	42	10	0
Wellington-Lyttelton steamer express vessels—			
Chief steward	41	7	6
Wellington-Picton steamer express vessels—			
Chief steward	39	0	0
New Zealand coastal trading vessels other than Lyttelton and Picton steamer express vessels—			
Chief steward	38	0	0

(b) *Sea-going Allowance.*—In addition to the foregoing rates, there shall be paid a sea-going 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 agreement which are based on wages as prescribed in subclause (a) hereof.

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 boat drill, fire drill, or medical inspection.

Leaving Port

3. Where a ship is in port on a Sunday or holiday and sails from the same port the same day, the chief steward shall be paid an extra day's sea pay. Should a ship leave more than one port the same day, one extra day's sea pay only shall be allowed.

Conflict of Sundays and Holidays

4. In ships trading to the islands of the South Pacific where a conflict occurs in the observance of Sundays and holidays, the Sunday or holiday of the port shall be observed, and the same terms and conditions as are applicable to Sundays and holidays in New Zealand shall apply.

Alteration in Sailing Time

5. Where any change in the time fixed for sailing is made, the master shall notify the chief steward as early as possible of the alteration.

Dress Allowance and Uniforms Trimming

6. (a) Where a chief steward is required to wear white uniform in the tropics, the employer shall pay him 2s. per day for each day he is required to wear same, or arrange for the uniform to be washed and laundered free of charge to the chief steward, provided that should the daily amount payable to deck officers be greater than 2s., then and in such case the greater amount shall be payable to chief stewards.

(b) Should the chief steward requisition for same, uniform trimmings in accordance with the employer's schedule for the trade in which the 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 twelve months, and leaves the employment for any cause, he shall be paid holiday pay for the whole of his service 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 sea pay for each month of his service.

(d) Unless otherwise mutually agreed between the employer and chief steward, the holiday under subclauses (a) and (b) of this clause shall commence at the home port of the chief steward, and shall not commence on a Sunday or a statutory holiday.

(e) Whenever practicable, not less than forty-eight hours' notice shall be given the chief steward to go on holiday as per subclause (a) of this clause.

(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.

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 where 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 victually allowance of £4 15s. for each full week from the date of standing by, and for any days less than a full week 15s. 9d 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 the chief steward, wife and family (if any) and effects, without charge.

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 services end 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 a ship on which a 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. The chief steward shall accept the first 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.

Engagements and Discharges

13. (a) With the approval of the master, and subject to his signing the agreement, the chief steward may engage the persons employed in the commissariat of his ship.

(b) With the approval of the master, and subject to his signing the certificate of discharge, the chief steward may discharge the persons employed in the commissariat of his ship.

Sickness Benefits

14. (a) Where a chief steward is invalided 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's Amendment Act, 1911, for the period as prescribed in that Act.

(b) If he is invalided 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 home 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 invalided 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 passenger ship is in Dunedin, Port Chalmers, Lyttelton, Picton, Wellington, Napier, New Plymouth, Onehunga, Auckland, Bluff, Newcastle, Sydney, Melbourne, Hobart, Adelaide, Brisbane, Fremantle, Suva, Apia, Papeete, Rarotonga, Tonga, San Francisco, San Pedro, or Vancouver, 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 paid 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.

Complaints

16. Wherever a complaint is made concerning a chief steward it 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. (a) The home port of each chief steward shall be one of the following ports: Auckland, Wellington, Lyttelton, Dunedin, Sydney, Melbourne, or Newcastle.

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

(c) If a 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 first half of the period hereof, when he may select another port within the foregoing list for the balance of the period.

Time Off and Payment in Compensation for Excess Hours of Work

18. (a) As compensation for hours which may be worked in excess of eight per day or forty per week while on articles of agreement, each chief steward shall be paid the sum of £9 10s. per calendar month and in addition two periods of 24 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 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.

(b) Should a period or the periods of 24 hours for any month be not given they may 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 with pay to the period of annual leave.

(c) Principal ports referred to 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 in clauses 3, 4, and 15 hereof are New Year's Day, Good Friday, Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day, Christmas Day, and Boxing Day.

Chief Stewards to be Members of Union

20. (a) It shall not be lawful for the employer bound by this agreement to employ or to continue to employ in the position of chief steward of a ship under this agreement any person of eighteen or more years of age who is not for the time being a member of the 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.

(b) Every person who is obliged to become a member of the union by the operation of paragraph (a) of this clause shall be entitled to become a member of the union on application made in accordance with its rules.

(c) Notwithstanding anything to the contrary other than law, any person making application to become a member of the union shall at the time of application pay an entrance fee not in excess of 5s., and within five weeks thereafter a subscription not in excess of 11s. 8d. per month from the first day of the month of payment of the said entrance fee to the last day of the last month of the half year then current. Thereafter, and in the case of chief stewards of passenger ships that may carry more than nineteen passengers the maximum subscription shall not exceed 16s. 8d. per calendar month, and in all other cases of chief stewards of passenger ships the subscription shall not exceed 10s. per calendar month. In each case the subscription shall be payable half-yearly in advance in January and July of each year.

(d) Each and every member of the union shall continue a member of the union while in the employ of the employer bound by this agreement, notwithstanding that he is employed in or beyond New Zealand.

(e) Any person seeking to be employed as a chief steward shall be entitled to admission to membership of the union on making application and paying the required entrance fee and subscription.

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

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 Wellington District (New Zealand) Marine Chief Stewards' Industrial Union of Workers, dated the 30th day of November, 1949, 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 ” includes every description of vessel used in navigation not propelled by oars or solely by sails.
- (b) “ Passenger ship ” means a vessel carrying more than twelve passengers for hire or reward.
- (c) “ Chief steward ” means any person who is chief steward of a passenger ship as herein defined.
- (d) “ A day ” means from twelve midnight to twelve midnight.
- (e) “ Port ” includes bay, river, or roadstead.

Allotment of Duties

23. Subject to the approval of the master, the chief steward shall be the authority of fixing the hours and times for duty of all members of his staff, and members of his staff shall not insist on duty which, in the opinion of the chief steward, is not necessary.

Scope of Agreement

24. This agreement shall apply to passenger ships owned by the employer for which articles are taken out in New Zealand.

Term of Agreement

25. This agreement shall come into force on the 1st day of January, 1950, and shall continue in force until 30th June, 1951.

In witness whereof the parties hereto have executed these presents this 30th day of November, 1949.

For the Wellington District (N.Z.) Marine Chief Stewards' Industrial Union of Workers—

[L.S.]

Witness—A. Lattimer.

E. P. MCKENZIE, President.
W. T. YOUNG, Secretary.

For the Union Steam Ship Co. of N.Z., Ltd.—

W. J. MILLER, General Manager.

Witness—K. Belford.