

UNION STEAM SHIP COMPANY OF NEW ZEALAND LTD. CHIEF STEWARDS OF
PASSENGER SHIPS—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 1954, dated the 20th day of December 1961 between the Wellington district (New Zealand) Marine Chief Stewards' Industrial Union of Workers (hereinafter called "the union") of the one part and the Union Steam Ship Company 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. That 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

Clause 1—Wages

(a) The rates of wages to be paid per calendar month to chief stewards on passenger ships, respectively, as herein defined, shall be as follows:

	£	s.	d.
Inter-colonial trading vessels—			
(i) Over 10,999 tons gross – chief stewards	77	0	0
(ii) Under 11,000 tons gross – chief steward	74	15	0
Wellington/Lyttelton steamer express vessels—			
Chief steward	72	15	0
<i>Tamahine</i> —			
Chief steward	69	10	0

(b) Where a chief steward serves in two or more trades in the same ship in any one calendar month he shall be paid the highest rate of wages payable in the trades for the whole month.

(c) *Sea-going Allowance*—In addition to the rates set out in sub-clause (a) hereof, workers shall be paid a seagoing allowance at the rate of £8 11s. 1d. per calendar month. This payment shall be made only while on articles or while on annual leave, and while ashore under section 68 of the Shipping and Seamen Act 1952, and shall not be regarded or taken into account as wages set out in sub-clause (a) in the assessment of any payments provided for by this award which are based on the wages as prescribed in sub-clause (a) hereof.

(d) *Broken Periods*—For the purpose of calculating payments for broken periods of a month, a calendar month shall be reckoned as thirty (30) days.

Clause 2—Time Off and Payment in Compensation for Excess Hours of Work

(a) As compensation for hours which may be worked on Sundays or holidays in port or at sea or in excess of eight per day or 40 per week while on articles of agreement each chief steward shall be paid the sum of £27 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 employers agree, the time off may be granted at any other port. An additional seven days' time off shall be added to the annual leave provided for by clause 10 hereof.

(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 employers, 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.

Clause 3—Living on Shore

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 employers to stand by, he shall be paid the wages herein prescribed and also a victualling and accommodation allowance from date of standing by as follows:

	Per Day	
	s.	d.
For accommodation only	22	6
For victualling only	22	6
For victualling and accommodation	45	0

Provided that a chief steward who is at his home port shall be paid victualling allowance only. In cases where accommodation is not available at these rates, the difference shall be made up by the employers.

Clause 4—Standing By

Where a chief steward is standing by a vessel off articles and is required to work on a Saturday afternoon, Sunday or holiday, he shall be paid an extra half day's pay for each half day so worked.

Clause 5—Dress Allowance and Uniform Trimming

(a) Where a chief steward is required to wear white uniform in the tropics the employers shall pay him 2s. 6d. 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. 6d. 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 employers' schedule for the trade in which the chief steward is employed shall be provided by the employers free of charge to the chief steward.

(c) A uniform allowance of 15s. per month shall be paid to all passenger ship chief stewards.

Clause 6—Holidays

(a) The holidays referred to in clauses 7, 8, 9 and 10 (b) hereof are New Year's Day, Good Friday, Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day, Christmas Day and Boxing Day.

(b) Should any of the aforesaid holidays fall on a Saturday or Sunday (except Anzac Day) and it is observed on another day, the day of observance shall be deemed the holiday in all manner under this agreement.

Clause 7—Leaving Port on Sundays and Holidays

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

Clause 8—In Port Sundays and Holidays

Where a passenger ship is in Dunedin, Port Chalmers, Lyttelton, Picton, Wellington, Napier, Auckland, Onehunga, New Plymouth, Bluff, Newcastle, Sydney, Melbourne, Brisbane, Hobart, Adelaide, 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 employers 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.

Clause 9—Conflict of Sundays

In ships trading to the islands of the South Pacific where a conflict occurs on 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.

Clause 10—Annual Leave

(Subject to the following provisions, the Annual Holidays Act shall apply.)

(a) A chief steward shall at the end of each year of service with the same employer be entitled to an annual holiday of 21 consecutive days on full pay within six months after he has become so entitled.

(b) Unless mutually agreed between the employers and the chief steward, the holiday under (a) and (f) of this clause shall commence at the home port, and shall not commence or end on a Sunday, or holiday under clause 6 (a) hereof.

(c) Whenever practicable not less than seven days' notice to go on annual leave as per (a) of this clause shall be given by the employers to the chief steward.

(d) A transfer from one ship to another, standing by in terms of clause 3 hereof, service on board ship, all time on annual holiday, and all time off New Zealand articles performing services to the employers in or beyond New Zealand, shall be deemed continuous service for the purpose of this clause.

(e) Rendering any service to the same employer in or beyond New Zealand to count as service for the annual holiday.

(f) Where a chief steward leaves the company's service for any reason with less than 12 months' service he shall be paid a proportionate amount of the holiday leave provided by sub-clause (a) hereof.

(g) For the purpose of this clause, one year of service will date as from the succeeding date of the completion of each 12 months of service.

Clause 11—Medical Benefits

(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 68 of the New Zealand Shipping and Seamen Act 1952 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 68 and shall (except in the 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 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.

Clause 12—Travelling Time

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 employers select 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 employers.
- (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 employers for any cause, other than misconduct or resignation of employment, at any port other than the home port.
- (e) *Petty Expenses*: The employers shall pay any reasonable expenses of a chief steward incurred in the service of or in the interests of the employers.

Clause 13—Passage Concessions

(a) 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 employers on which the chief steward concerned is not employed.

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

Clause 14—Home Port

(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 employers 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 of New Zealand) shall be subject to the approval or otherwise of the employers 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 employers 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.

Clause 15—Representation and Employment

A chief steward shall be deemed a representative of the employer and head authority of the provodere department of his ship and subject only to the directions of the employers and master of the ship. He shall be deemed in the permanent service of the employer, but his services may be terminated by not less than 30 days' notice in writing by either side, but for an act or wilful default or misconduct his services may be terminated by the employers by 24 hours' notice in writing but the employers shall grant the chief steward an opportunity to be heard in his defence.

Clause 16—Shipwrecks

(a) 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 means and his wages and maintenance shall be paid by the employers until the date 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. In the event of the chief steward losing all or part of his clothes or effects by the wreck the employers shall indemnify him up to an amount not in excess of £150.

(b) In the case of a vessel being wrecked or stranded for more than 24 hours in the course of her voyage and the chief steward is kept working by the vessel, he shall be paid in addition to his ordinary pay, the sum of 6s. 3d. per hour.

Clause 17—Engagements and Discharges

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

Clause 18—Allotment of Duties

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.

Clause 19—Alteration in Sailing Time

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

Clause 20—Safety of Ship

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.

Clause 21—Complaints

Whenever a complaint is made concerning a chief steward it shall be investigated by the superintendent steward or other representatives 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 and he also be entitled to have a representative of his union present should he so desire.

Clause 22—Chief Stewards to be Members of Union

(a) It shall not be lawful for the employers bound by this agreement to employ or to continue to employ in the position of chief steward of a vessel under this agreement any person of 18 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) Each and every member of the union shall continue a member of the union while in the employ of the employers bound by this agreement notwithstanding that he is employed in or beyond New Zealand.

(NOTE—Attention is drawn to sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, which gives to workers the right to join the union.)

Clause 23—Ships' Articles

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

"It is also agreed that the current agreement of the Court of Arbitration in respect of wages and conditions of employment of chief stewards on passenger ships shall form part of this agreement and be deemed to be incorporated therein."

Clause 24—Definitions

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 12 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 12 midnight to 12 midnight.
- (e) "Port" includes bay, river or roadstead.

Clause 25—Scope of Agreement

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

Clause 26—Term of Agreement

This agreement shall be deemed to have come into force on the 1st day of November 1961 and shall continue in force until the 31st day of October 1963.

In witness whereof the parties hereto have executed these presents this 20th day of December 1961.

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

G. F. SEYMOUR, President.
J. HERLIHY, Secretary.
A. MACLEOD, Witness.

For the Union Steam Ship Company of New Zealand Ltd., Wellington:

A. N. LESLIE, General Manager.
K. BELFORD, Witness.