

CHIEF STEWARDS TANKER—INDUSTRIAL AGREEMENT*[Filed in the Office of the Clerk of Awards, Wellington]*

THIS industrial agreement (hereinafter called the Chief Stewards Tanker Agreement) made in pursuance of the Industrial Conciliation and Arbitration Act 1954 dated the 22nd day of June 1965, 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 Co. of New Zealand Ltd., Wellington (hereinafter called the "employer") 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, which relates only to the operation of bulk petroleum tankers.

2. The said parties agree that henceforth the terms, conditions, stipulations and provisions of the industrial agreement for Chief Stewards of Passenger Ships between the Wellington District (New Zealand) Marine Chief Stewards' Industrial Union of Workers and the Union Steam Ship Co. of New Zealand Ltd., dated 14 November 1963 (hereinafter referred to as the "other agreement") shall in no way apply to the operation of or conditions of service in bulk petroleum tankers.

3. 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—Salaries*

(a) The annual salaries to be paid shall be as follows:

Tankers—Up to 10,000 DWT—£1,428 (or £119 per month)
10,001 to 20,000 DWT—£1,476 (or £123 per month)

(b) "Tanker service" means continuous service on a tanker operated by the Union Steam Ship Co. of New Zealand Ltd.

(c) For the purpose of calculating payments for broken periods a calendar month shall be reckoned as thirty (30) days.

(d) *Payment of Salaries*—On a vessel in a New Zealand port between the 16th and 20th of a month a chief steward shall be entitled to draw a half monthly salary advance.

A monthly account of salary shall be supplied to each chief steward at the time of payment.

(e) *Pension Fund*—Contributions for pension fund purposes will be calculated on the basic wage payable to chief stewards employed on the Wellington/Lyttelton Steamer Express service in the "other agreement".

Clause 2—Conditions of Employment

(a) A chief steward will be deemed a representative of the employer and head authority of the Provodore Department of his ship and subject only to the directions of the employer and master of the ship.

(b) Whereas the conditions for the operation of other vessels are linked substantially with the 40 hour, five day week observed by workers on shore, tankers operate 24 hours a day, seven days a week throughout most of the year. The overtime and time off conditions incorporated in the "other agreement" are, therefore, inappropriate and it is acknowledged:

(i) Except as provided in clause 4 hereof, every chief steward shall be liable for duty at any time at sea or in port, whether on Sundays, holidays or any other day.

(ii) The salaries set out in clause 1 are total salaries paid in return for all work relating to the special conditions necessary for round-the-clock tanker operations and will be payable in full during periods of leave as provided in clause 4 hereof, and during periods invalidated on shore as provided in clause 12 hereof.

(iii) Reasonable time off will be allowed when a chief steward's attendance is not required on board the vessel in port, but unless taken in accordance with the provisions of clause 4 this will not be in liquidation of any leave entitlement.

Clause 3—Duties of Chief Stewards

(a) *Allotment of Duties*—Subject to the approval of the master, the chief steward shall be responsible for fixing the hours and times for duty of all members of his staff.

(b) *Engagement and Discharges*—(i) With the approval of the master, and subject to the master signing the agreement, the chief steward may engage the persons employed in the provodore department.

(ii) With the approval of the master and subject to the master signing the certificate of discharge the chief steward may discharge the persons employed in the provodore department.

(c) *Safety of Ship*—Chief stewards of tankers shall, when required do any work necessary for the safety of the ship and those on board, whether at sea or in port. They shall, when required, attend boat drill, fire drill, or medical inspection.

Clause 4—Leave

(a) Nine weeks leave will be granted during each period of 12 months. Consistent with the ability to provide relief for the chief steward on the tanker concerned and to fit in also with the arrival time of the tanker either at Auckland or Marsden Point, leave will be granted and taken on the basis of voyages. The basis of entitlement will be:

Five weeks to be given during the year of service in periods of not less than seven days and the remaining four weeks to be given as annual leave on the completion of 48 weeks service on the tanker.

(b) Leave not taken will accumulate to be given in conjunction with a subsequent leave period under the above. Where a chief steward transfers from the tanker to another service of the employer or *vice versa*, any leave due will be taken in conjunction with a subsequent leave period. The pay of a chief steward during such accumulated leave will be at the rate appropriate to the service in which such leave was accumulated.

(c) The employer shall give each chief steward adequate notice of dates when each leave shall start and end. He shall endeavour to give at least seven days notice for annual leave and shall give a minimum of 48 hours notice of any alteration necessary to those dates occasioned by any unexpected variations in tanker movements.

(d) When a chief steward is dismissed or resigns from the service he shall be paid for any leave entitlement due under this clause.

Clause 5—Accommodation

The employer shall make the necessary arrangements to ensure that the accommodation for the chief steward is kept in a clean and sanitary condition. The rooms shall be cleaned and fumigated once in every 12 months and painted once in every two years. Bathrooms and lavatories shall be cleaned and paintwork renovated as considered necessary.

Clause 6—Home Port

(a) The home port of the chief steward shall be Auckland or Whangarei but any other home port may be nominated by prior agreement between the employer and the steward concerned.

(b) Each chief steward shall supply the employers within one month of the date hereof with the name of the port which he selects as his home port. 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 for the balance of the period.

Clause 7—Victualling and Accommodation

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 victualling and accommodation allowance from date of standing by as follows:

		Per Day		
		£	s.	d.
For accommodation only	.....	1	6	6
For victualling only	.....	1	6	6
For victualling and accommodation	.....	2	13	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 employer.

Clause 8—Expenses, Badges, etc.

(a) Whenever a chief steward has to proceed for the purpose of the employer from one port or place to another, he shall be paid his reasonable travelling expenses at first-class rate, and when travelling by train at night shall include a sleeper, or the cost thereof. For air travel outside New Zealand economy class fare will be provided.

(b) When travelling in the employer's vessels other than in island or overseas services chief stewards shall be granted a concession of 50 per cent on the fare.

(c) The employer shall pay any reasonable expenses of a chief steward incurred in the service of or in the interests of the employer.

Clause 9—Dress Allowance and Uniform Trimmings

(a) Should the chief steward requisition for same, uniform trimmings shall be provided by the employer free of charge.

(b) A uniform allowance of £2 per month shall be paid to chief stewards.

Clause 10—Ships Stranded or Wrecked

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 employer 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 employer shall indemnify him up to an amount of not in excess of £150.

Clause 11—Discharge

The chief steward 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 of wilful default or misconduct his services may be terminated by the employer by 24 hours' notice in writing but the employer shall grant the chief steward an opportunity to be heard in his defence.

Clause 12—Medical Benefits

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

Clause 13—Disputes

(a) 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 14 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.

(b) Notwithstanding any other provision of this agreement, the parties hereto agree that any dispute affecting chief stewards on any vessel other than a tanker shall in no way effect chief stewards employed on tankers and shall not give rise to any dispute, stoppage, or other delay to the normal operation of such tankers.

Clause 14—Unqualified Preference

(a) Any adult person engaged or employed in any position or employment subject to this agreement shall, if he is not already a member of the union of workers bound by this agreement, become a member of such union within 14 days after his engagement, or after this clause comes into force; as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of the union of workers bound by this agreement so long as he continues in any position or employment subject to this agreement.

(c) Every worker obliged under subclause (a) hereof, to become a member of the union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of the union in accordance with subclause (b) hereof commits a breach of this agreement.

(d) The employer bound by this agreement commits a breach of this agreement if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purpose of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this agreement but does not include a person who holds a current certificate of exemption from union membership issued under the Industrial Conciliation and Arbitration Act 1954.

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

Clause 15—Application of Agreement

This agreement shall apply to the parties hereto, but covering only bulk petroleum tankers operated on behalf of New Zealand oil companies, for which articles are taken out in New Zealand.

Clause 16—Ships' Articles

The following clause shall be inserted in the articles of agreement of ships coming within the scope of this agreement and operated by the employers who are bound thereby:

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

Clause 17—Exclusion From Courts Order

The Court of Arbitration's 6 per cent general wage order of 19 August 1964 has been taken account of in this agreement and accordingly the Court's order shall not apply.

Clause 18—Terms of Agreement

This agreement shall be deemed to have come into force on the 1st day of June 1965 and shall continue in force until the 31st day of March 1966.

In witness whereof the parties hereto have executed these presents this 22nd day of June 1965.

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

A. G. LATTIMER, President.
J. HERLIHY, Secretary.

Witness—M. Day.

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

A. T. WAUGH, General Manager.

Witness—R. T. Goddard.