

## NEW ZEALAND GOVERNMENT RAILWAYS CHIEF STEWARDS – INDUSTRIAL AGREEMENT

This industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954 dated this 16th day of August 1972 between the General Manager of Railways and the Wellington District Marine Chief Stewards' Industrial Union of Workers prescribes the wages and conditions of employment of Chief Stewards employed on the rail ferries operating between Wellington and Picton.

### SALARY AND DEFICIENCY ALLOWANCE

1. (a) The salary to be paid Chief Stewards on rail ferries shall be \$5,908 per annum.
- (b) Salary shall be paid at fortnightly intervals either in cash or directly into the Chief Steward's trading bank account at his discretion.
- (c) For the purpose of calculating payments for broken periods a day shall be reckoned as one three-hundred-and-sixty-fifth part of the annual salary, viz. \$16.18.
- (d) The salary shown in this clause, and time off granted in terms of clause 2 of this agreement is in recognition of a Chief Steward's hours of duty not being regulated and are inclusive of compensation for all times on duty and for work in excess of forty hours per week.
- (e) In addition to the foregoing salary Chief Stewards will be entitled to be paid a deficiency allowance on certain sales. This allowance is to offset till shortages, damage to stock, non-returns of empties etc.
- (f) Chief Stewards shall be paid "keep" allowance at the rate of \$2 per week when on annual leave and on all periods of time off of seven consecutive days or more (part weeks in excess of one week to be calculated on a pro rata basis).

### TIME OFF

2. In consideration of all conditions of service while the rail ferries operate on the basis of an average of up to 25 round trips per week Chief Stewards shall be entitled to 104 days time off per annum. This time off shall be taken, together with annual leave, in rostered periods off duty as agreed to between the parties.

### LIVING ON SHORE

3. 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 department to stand by in a New Zealand port, he shall be paid the salary prescribed in clause 1 and also a victualling and accommodation allowance from date of standing by as follows:

For accommodation only, \$3.85 per day.

For victualling only, \$3.85 per day.

For victualling and accommodation, \$7.70 per day.

- Provided that a Chief Steward who is at Wellington shall be paid victualling allowance only and provided also that this clause shall not apply while a Chief Steward is on time off or annual leave granted in terms of clauses 2 or 5 of this agreement.

### UNIFORM ALLOWANCE AND UNIFORM TRIMMINGS

4. (a) Should the Chief Steward requisition for uniform trimmings, these shall be provided by the department free of charge.
- (b) A uniform and dry-cleaning allowance of \$2.25 per week shall be paid to Chief Stewards.

### ANNUAL LEAVE

5. (a) A Chief Steward shall at the end of each year of service with the department be entitled to an annual holiday of twenty-one consecutive days on full pay to be granted within six months after he has become so entitled.

(b) Whenever practicable not less than seven days' notice to go on annual leave shall be given.

(c) Where a Chief Steward leaves the service for any reason with less than twelve months' service he shall be paid a proportionate amount of the holiday leave provided by subclause (a) hereof.

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

### MEDICAL BENEFITS

6. (a) Where a Chief Steward is invalidated on shore with illness or accident contracted 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 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.

### PETTY EXPENSES

7. The department shall reimburse a Chief Steward for any expenses reasonably incurred in the service of or in the interests of the department.

### TRAVEL CONCESSIONS

8. Chief Stewards, their wives and dependent children may be granted passenger travel by the Cook Strait rail ferries at 50 percent of the ordinary fare. "Dependent Children" means such children as, in the opinion of the General Manager, are substantially dependent on the Chief Steward for their maintenance.

### HOME PORT

9. The home port of each Chief Steward shall be Wellington.

### REPRESENTATION AND EMPLOYMENT

10. A Chief Steward shall be deemed a representative of the department and in charge of the provedore department of the vessel to which he is appointed. He shall be subject only to the direction of the department and Master of the ship. He shall be a full time employee of the Railways Department, but his services may be terminated by not less than thirty days' notice in writing by either side. However, for an act of wilful default or misconduct his services may be terminated on twenty-four hours' notice in writing but the department shall grant the Chief Steward an opportunity to be heard in his defence.

### SHIPWRECKS

11. 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 department until the date the Chief Steward shall 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 department shall reimburse him up to an amount not in excess of \$500.

### ENGAGEMENTS AND DISCHARGES

12. (a) With the approval of the Master, and subject to his signing the agreement, the Chief Steward may engage the persons employed in the provedore 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 provedore department of his ship.

### ALLOTMENT OF DUTIES

13. Subject to the approval of the Master, the Chief Steward shall fix the hours and times for duty of all members of his staff.

### ALTERATION IN SAILING TIME

14. 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.

### SAFETY OF SHIP

15. Chief Stewards 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.

### COMPLAINTS

16. Whenever a complaint is made concerning a Chief Steward it shall be investigated by the Manager, Air/Sea Services or other representative of the department, 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 shall also be entitled to have a representative of his union present should he so desire.

### UNQUALIFIED PREFERENCE

17. (a) Any person engaged or employed as a Chief Steward on the Cook Strait rail ferries shall, if he is not already a member of the union of workers bound by this agreement, become a member of such union within fourteen days after his engagement.

(b) Every person so engaged or employed shall remain a member of the union of workers bound by this agreement so long as he continues to be employed as a Chief Steward.

(c) Every person 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 General Manager of Railways commits a breach of this agreement if he continues to employ any person to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the person has been requested to become a member of the union and has failed to do so, or that the person having become a member of the union has failed to remain a member.

(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.)

#### RETIREMENT AGE

18. Chief Stewards may retire at 60 years of age and will be required to retire from the service of the Railways Department on attaining the age of 65 years: Provided that the department may consider retaining the services of any physically fit Chief Steward should circumstances justify this.

#### INCREASED SAILINGS

19. The General Manager may increase or decrease the number of return weekly sailings of the rail ferries between Wellington and Picton.

#### SCOPE OF AGREEMENT

20. This agreement shall apply to ships in service between Wellington and Picton and operated by the N.Z. Government Railways Department.

#### SHIPS ARTICLES

21. 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 rail ferry industrial agreement in respect of wages and conditions of employment of Chief Stewards made between the General Manager of Railways and the Wellington District Marine Chief Stewards’ Industrial Union of Workers shall form part of this agreement and be deemed to be incorporated therein”.

#### TERM OF AGREEMENT

22. The salaries prescribed in clause 1 (a) shall be deemed to have come into force on and from 16 January 1972, the time off provisions will be implemented from 1 August 1972, and other conditions of this agreement as from the date hereof and this agreement shall continue in force for one year from the date approval is obtained from the Remuneration Authority.

Dated at Wellington this 16th day of August 1972.

Signed on behalf of the Wellington District (N.Z.) Marine Chief Stewards’ Industrial Union of Workers:

Secretary.

Witness: M. P. Day.

Signed on behalf of the General Manager of Railways in exercise of the power delegated to him by the Minister of Railways pursuant to section 7 of the Government Railways Act 1949:

J. W. Dempsey, Deputy General Manager.

Witness: M. J. Adamson.

ENDORSEMENT

Due to the delay in processing by the Remuneration Authority and consequently being unable to file this agreement with the Clerk of Awards within the required 30 days, the parties hereby re-execute this agreement and certify that it was consented to in terms of regulation 17 (1) (a) of the Stabilisation of Remuneration Regulations 1972 by the Authority on 6 October 1972.

Dated at Wellington this 11th day of October 1972.

Signed on behalf of the Wellington District (NZ) Marine Chief Stewards Industrial Union of Workers:

Secretary.

Witness:

Signed on behalf of the General Manager of Railways in exercise of the power delegated to him by the Minister of Railways pursuant to section 7 of the Government Railways Act 1949:

J. W. Dempsey, Deputy General Manager.

Witness: M. J. Adamson.