

NEW ZEALAND SHIPS' MASTERS (COASTAL SHIPPING COMPANIES)—AWARD

[Filed in the Office of the Clerk of Awards, Wellington]

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the New Zealand Merchant Service Guild Industrial Union of Workers (hereinafter called “the union”) and the undermentioned companies and firms (hereinafter called “the employers”):

Anchor Shipping and Foundry Co. Ltd., Box 1007, Nelson.
 Canterbury Steam Ship Co. Ltd., Box 554, Christchurch.
 Cement Freighters Ltd., Queen Street, Auckland.
 Collingwood Shipping Co., Onekaka.
 Eckford and Co. Ltd., Blenheim.
 Frankham and Co. Ltd., Auckland.
 Holm Shipping Co. Ltd., Box 1391, Wellington.
 Inter-Island Shipping Co. Ltd., Picton.
 Karamea Shipping Co. Ltd., Box 2, Karamea.
 Northern Steam Ship Co. Ltd., Quay Street, Auckland.
 Pearl Kasper Shipping Co., 173 Hardy Street, Nelson.
 Richardson and Co. Ltd., Box 213, Napier.
 South Taranaki Shipping Co. Ltd., Patea.
 Tasman Shipping Co. Ltd., Swanson Street, Auckland.
 Wanganui Shipping Co. Ltd., Wanganui.
 Westhaven Shipping Co., care of Neale and Haddow Ltd., Nelson.
 Wilsons Portland Cement Co. Ltd., Auckland.
 Winstones Ltd., Box 395, Auckland.

THE Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 130 of the Industrial Conciliation and Arbitration Act 1954, doth hereby order and award:

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the Schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the Schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided and shall continue in force until the 31st day of March 1961 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed and the Judge of the Court hath hereunto set his hand, this 14th day of December 1959.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Application of Award

1. This award shall apply to all vessels of any tonnage owned by parties to this award, except to vessels used as lighters and except to scows employed out of the port of Auckland and shall extend to and bind as subsequent party every employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force connected with or engaged in the industry to which this award applies.

Salaries

2. (a) The annual salaries paid to masters shall be:

Vessels of 101 to 300 tons gross register:

	£	s.	d.
First year	1,409	10	0
Second year	1,434	10	0
Third year	1,459	10	0
Fourth year	1,484	10	0
Fifth year	1,509	10	0

Vessels of 301 to 600 tons gross register:

First year	1,434	10	0
Second year	1,459	10	0
Third year	1,484	10	0
Fourth year	1,509	10	0
Fifth year	1,534	10	0

Vessels of 601 to 1,000 tons gross register:

First year	1,459	10	0
Second year	1,484	10	0
Third year	1,509	10	0
Fourth year	1,534	10	0
Fifth year	1,559	10	0

Vessels of 1,001 to 1,500 tons gross register:

First year	1,484	10	0
Second year	1,509	10	0
Third year	1,534	10	0
Fourth year	1,559	10	0
Fifth year	1,584	10	0

Vessels of 1,501 to 2,000 tons gross register:

First year	1,509	10	0
Second year	1,534	10	0
Third year	1,559	10	0
Fourth year	1,584	10	0
Fifth year	1,609	10	0

(b) Vessels under 100 tons gross register: It is open to parties to make an agreement.

Special Payments

3. (a) Masters of one-mate and no-mate ships shall receive £9 10s. per month in addition to the appropriate annual salary as provided in clause 2 (a) above.

(b) Where a vessel normally carrying two mates sails short of its complement of navigating officers and by reason thereof a master keeps a bridge watch, he shall be paid £2 for each such bridge watch or part thereof.

Payment of Salaries

4. The rates of remuneration stated in clause 2 (a) hereof are inclusive of all other monetary rewards due to the master for all service performed excepting those special payments provided for in clause 3 (a) and (b) hereof excepting such bonus as an owner may pay from time to time. The salary shall be payable by the employer on the first day of every month or as near thereto as possible.

Annual Leave

5. (a) For each year of service a master shall be entitled to annual leave of 49 days: Twenty-one of these days may be given off during the year in the home port in intervals of not less than 24 consecutive hours but none of these 21 intervals shall be given on a Sunday or holiday.

(b) A master shall not be recalled from his annual leave without his consent. Should he agree to be so recalled, the balance of the unexpired leave shall be granted to him as soon as possible or added to his next annual leave as the master elects, but the master shall have the option of accepting in lieu thereof payment of a bonus at the rate of £4 per day for each day forfeited.

Home Port

6. The home port of each master shall be nominated by him and approved by his employer.

Expenses

7. (a) Whenever a master has to proceed for the purpose of the employer from one port or place to another he shall be paid reasonable travelling expenses at first-class rates, including a sleeping berth if travelling by train.

(b) *Victualling and Accommodation*—Where a master is standing by at a port other than his home port he shall be provided with suitable hotel accommodation or (at the master's option) shall be paid an allowance of £2 per day.

(c) In lieu of being provided by the employer with protective and/or waterproof clothing, masters shall receive an allowance of 7s. 6d. per month.

Termination of Employment

8. The services of a master shall be terminable by one calendar month's notice in writing on either side or the payment of one month's salary in lieu thereof.

Medical Benefits

9. Should a master be invalided on shore in or beyond New Zealand with illness or accident contracted in the service of the vessel or the employer he shall be granted the benefits provided in the New Zealand Shipping and Seamen Act 1952, and if invalided on shore beyond New Zealand with illness or accident contracted in the service of the vessel or the employer shall, except in the case of death, be returned to his home port in New Zealand and his salary shall continue until the time he shall in due course arrive at such home port but shall not in any case exceed a maximum of six months from the date he is invalided on shore. For the purpose of this clause a master shall be deemed to come within the scope of the New Zealand Shipping and Seamen Act 1952.

Accommodation

10. Employers are required to provide for masters adequate living accommodation suitably furnished aboard their ships.

This includes linen changes as supplied to other officers, and cleaning and maintenance of cabins.

Shipwreck

11. In the event of a master losing his clothes or effects through wreck or the loss of the ship or damage to quarters by fire, flooding or collision, the employer shall reimburse him for the loss but the amount of such reimbursement shall not exceed £150.

Union Membership

12. The employers and the masters shall comply with the requirements of the New Zealand Industrial Conciliation and Arbitration Act 1954 in regard to union membership.

Matters Not Provided For

13. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and, in default of any agreement being arrived at, then such dispute shall be referred to the local Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within 14 days after such decision shall have been communicated to the party desiring to appeal.

Scope of Award

14. This award shall operate throughout the Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.

Term of Award

15. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 1st day of November 1959, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 31st day of March 1961.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 14th day of December 1959.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.