

NEW ZEALAND SHIPS' DECK OFFICERS (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 under-mentioned firms and companies (hereinafter called “the employers”):

Anchor Shipping and Foundry Co. Ltd., P.O. Box 1007, Nelson.
 Canterbury Steam Ship Co. Ltd., P.O. 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., P.O. Box 1391, Wellington.
 Inter-Island Shipping Co. Ltd., Picton.
 Karamea Shipping Co. Ltd., P.O. Box 2, Karamea.
 Northern Steam Ship Co. Ltd., Quay Street, Auckland.
 Pearl Kasper Shipping Co., 173 Hardy Street, Nelson.
 Richardson and Co. Ltd., P.O. 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., P.O. 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 25th day of March 1960.

[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 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.

Wages

2. The minimum rates of wages to be paid per calendar month shall be as follows:

(a) Vessels from 101 to 600 tons gross register—		Per Month		
Third officers (in same company to rank as such for not longer than two years) .....	.....	£	s.	d.
Second officers (in same company)—		57	4	6
First year .....	.....	58	3	1
Second and subsequent years .....	.....	61	7	7
Chief officers (in same company)—				
First year .....	.....	64	9	7
Second and third years .....	.....	67	11	7
Fourth and subsequent years .....	.....	69	1	5

(b) For vessels above 600 tons gross register the following additions shall be made to the minimum rates prescribed in subclause (a) of this clause:

Vessels from 601 to 1,000 tons gross register—		Per Month		
Officers .....	.....	1	3	0
Vessels from 1,001 to 1,500 tons gross register—				
Chief officer .....	.....	2	6	0
Second and third officer .....	.....	1	3	0
Vessels from 1,501 to 2,000 tons gross register—				
Chief officer .....	.....	2	6	0
Second and third officer .....	.....	1	3	0

- (c) Vessels under 100 tons gross register: It is open to parties to make an agreement.
- (d) For the purpose of calculating payments of broken periods, a calendar month shall be reckoned as 30 days.
- (e) When a vessel is carrying five or more tons of blasting explosives, officers shall be paid an additional sum of 5s. per day from the commencement of loading until the completion of discharge.
- (f) In addition to the rates set out in subclause (a) hereof, workers other than boys shall be paid a "sea-going allowance" of £6 18s. per calendar month, and in the case of boys £3 9s. per calendar month. These payments shall be made only while on articles, 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 as set out in subclause (a) hereof, nor shall they be taken into account in the assessment of any payments provided for by this award which are based on the rates as prescribed in subclause (a) hereof.

Hours of Duty

3. (a) Except as otherwise provided, every officer shall be liable for duty at any time at sea or in port. The time of duty in port or at sea or partly in port and partly at sea, shall not be more than eight hours in a day, exclusive of meal-hours.

When an officer has worked a watch or part of a watch at sea on the day of arrival and is required after arrival or after the completion of his watch, as the case may be, to recommence work in port at any time between 7 a.m. and 5 p.m. his working time from then onwards shall be continuous until his eight hours for the day (excluding meal-hours) are completed: Provided, however, that if he is called upon to assist in mooring or unmooring operations, the performance of such duty shall not be deemed to constitute recommencing work for the purpose of this subclause.

(b) The ordinary hours of duty for officers in port shall be between 7 a.m. and 5 p.m. except on the day of departure from a port when the hours of duty may be determined by the employer: Provided that an officer shall not be required to work more than two separate periods of duty to make up his eight hours for the day.

All time worked in excess of eight hours on that day whether in port or at sea, shall be paid for at the appropriate overtime rate. Should the employer require an officer to work a third period on the day of departure, the whole of such third period shall be paid for at the appropriate overtime rate.

(c) Officers may be required to keep watches in port in an unsafe port or where the vessel arrives in port and leaves again within 24 hours.

(d) In the case of one-mate ships, the hours of duty at sea shall be equally divided between watch-keeping officers.

(e) In the case of a two or three-mate ship a mate shall be on watch at all times from departure to arrival whilst under way.

(f) The time for which an officer is employed in mooring or unmooring (whether in his watch below or not) shall be counted in his hours of labour for the day. If by reason of his work the hours of labour for the day are exceeded, overtime shall be payable but only for the actual time in excess.

Meal-hours

4. (a) The meal-time allowed for all vessels in port, whether treated at sea or not, shall be—

Breakfast, any one hour between 7 a.m. and 9 a.m.

Dinner, 12 noon to 1 p.m.

Tea, 5 p.m. to 6 p.m.

If work is to be continued after 11 p.m. then one hour for supper between 11 p.m. and 1 a.m.

(b) Any meal-hour may be curtailed: Provided that where the curtailment is for less than half an hour, one half hour's overtime shall be paid, and if more than half an hour one hour's overtime shall be paid.

When it is deemed necessary by the employer, the dinner-hour may be postponed until not later than 1 p.m. but in such cases overtime shall be paid for the period of such postponement, with a minimum of half an hour: Provided that where a ship is to sail from or to a bar harbour or river port during a dinner-hour, the time allowed for dinner that day shall be any one hour that day between noon and 2 p.m. When a meal-hour is curtailed the time so spent shall count in the hours of labour for that day.

(c) The present practice of meal reliefs at sea shall be continued.

Overtime

5. (a) Except as otherwise provided, all duty performed in addition to or outside the ordinary hours of duty shall be paid for at the following rates with a minimum payment of half an hour:

				Per Hour
				s. d.
Third officer	.....	.....	.....	10 3
Second officer	.....	.....	.....	10 9
Chief officer	.....	.....	.....	11 7

(b) If a wireless watch or watches are required, payment shall be made at the rate of half an hour's overtime per watch, but if no wireless watch is kept a payment of 3s. 6d. shall be paid for each message transmitted.

(c) Time spent in shifting ship and/or rigging gear in port in excess of the hours of duty shall count as overtime and shall be reckoned from the time the officer is required to attend, with a minimum payment of one hour, but when an officer is called on duty to shift ship in port between 6 p.m. and 7 a.m. he shall be paid a minimum of two hours' overtime.

(d) Officers employed in supervising cargo, mails, passengers' luggage or motor-cars, in driving winches, removing or replacing hatches, attending yard-arms, or acting as hatchman after 10 p.m. and before 7 a.m. and on Sundays and holidays shall be paid an additional rate of 3s. 6d. per hour. For such work performed between 5 p.m. and 10 p.m. the overtime rate shall not be less than 11s. 7d. per hour.

(e) Exclusive of the time of hours of duty, and without payment of overtime, all officers shall—

(i) Do any clerical work required in connection with the deck department, except in relation to cargo, crew's wages and overtime sheets, voyage reports, stores-consumed lists, and boat-station sheets, unless such work is performed in ordinary working hours.

(ii) Give the necessary time at sea for taking observations as to the ship's position.

(f) If cargo work is stopped by weather after 6 p.m. the officer on duty shall remain on duty until 9 p.m.

Time-book

6. (a) For the purpose of computing the amount of overtime (if any) to be paid, every officer shall, upon going off duty, enter in a uniform time-book to be adopted and provided for the purpose the time at which such duty commenced and ended.

(b) Each entry so recorded shall be checked and, if found correct, shall be verified by the master within 24 hours of being made.

(c) Any officer failing to so record his period of work shall not be entitled to payment of overtime for the particular day or week affected, as the case may be.

Home Port

7. The home port of each officer shall be approved by his employer. Within one month of the date of the coming into force of this award each officer shall supply to his employer the name of the port selected by him as his home port. Should any officer fail to nominate his home port as provided herein, his employer shall be entitled to allot him a home port. Should any officer be appointed to a vessel not trading regularly to his home port, such officer shall be given the option of changing his home port, but adequate notice of such intention shall be given to his employer and approved by the employer.

Annual Holidays

8. (a) Officers shall be granted annual holidays in accordance with the provisions of the Annual Holidays Act 1944.

(b) Upon his leave of absence expiring, if an officer reports himself as ready to resume duty and his ship is not then available, and he is not in the meantime appointed to another ship, he shall be paid wages at holiday rates (without victualling and accommodation allowance) while waiting.

Vessels Out of Commission

9. If while a vessel is laid up for repairs the employers retain the services of any officer for any work in connection with the ship, such officer shall be entitled to sea pay and also (if not found on the vessel or on another convenient vessel of the same owner) to victualling and/or accommodation allowance according to the provisions of clause 19 hereof for the time he is actually engaged in such work.

Expenses

10. (a) The employer shall pay any reasonable expenses of an employee incurred in the service of or in the interest of the employer.

(b) Whenever an employee has to pass for the purpose of the employer from one port or place to another, he shall be paid his reasonable travelling expenses at first-class rates, and this payment when he is travelling by train at night shall include sleeper if available, or the cost thereof.

(c) Whenever an employee has to change his home port in consequence of the transfer from one service or vessel of the employer to another, he shall be allowed, on giving reasonable notice, a free first-class passage for his family and effects in any vessel of his employer that goes to or towards his destination.

(d) If an employee is required to wear uniform, the employer shall supply to him free of cost a complete set of badges, buttons, and trappings at the commencement of his service and of each subsequent year of service, and shall supply to him any further sets or parts thereof at wholesale cost price.

In lieu of being provided by the employer with protective and/or waterproof clothing officers shall be paid an allowance at the rate of 7s. 6d. per month.

(e) The employer shall pay to the employee (in addition to fees on signing on any article of agreement) any fees payable on signing off in the case of transfer from one vessel of the employer to another vessel of the same employer.

Manual Work

11. (a) Officers shall be paid 3s. per hour in addition to their ordinary wages, if called upon to work cargo in cases where other labour is not available.

(b) No officer shall be obliged to tally inward or outward cargoes, but the present practice of checking truck numbers and special cargoes shall continue.

(c) Officers who are obliged to overhaul gear during periods of overhauls, shall be paid 3s. per hour in addition to their ordinary wages.

Sundays and Holidays

12. (a) For all duty performed at sea or in port on Sundays and holidays even within the time or hours of duty, an officer shall be paid the rate specified in clause 5 (a) applicable to his rank.

(b) When a vessel sails from any port on a Sunday or holiday all officers shall be paid an extra day's pay.

(c) The holidays referred to in this clause are New Year's Day, Good Friday, Easter Monday, Labour Day, the birthday of the reigning Sovereign, Christmas Day and Boxing Day. In addition to these holidays, should a vessel be in port in New Zealand where the Anniversary Day of the province is being observed, it shall be treated as a holiday in port.

(d) Anzac Day shall be considered as a Sunday.

(e) An officer who, at the direction of his employers has to leave his home port on travel involving a Sunday or holiday to proceed to another port in New Zealand shall be paid an extra day's sea pay or, in lieu thereof at his option shall be given 24 consecutive hours' time off in his home port, but this shall not apply in the case of an officer who arrives at his destination on the morning of a Sunday or holiday.

(f) An officer who is called from his home for duty on a Sunday or holiday shall receive a minimum of three hours' overtime except when such duty is in conjunction with the vessel's departure.

Time Off

13. (a) Whenever possible a period of 24 consecutive hours off duty once in every week shall be allowed to each officer in his home port provided that such time off may be given at other ports if the officer so agrees and provided further, that where a vessel is in the home port on a Saturday afternoon, not working cargo or not sailing that day, and the officer concerned is not required to remain on board after mid-day, it shall count as half a period of time off, provided that for all duties performed in excess of four hours on such Saturday an officer shall be compensated at his appropriate overtime rate.

(b) Any time off not given may accumulate from week to week and be given as occasion permits or may be added to the annual leave of the employee or by mutual agreement may be paid for at the rate of one day's sea pay for each period of 24 hours not given.

(c) For an officer on articles, the periods of time off shall not be given on a Sunday or holiday.

(d) For an officer off articles taking accumulated time off, Saturdays, Sundays and holidays shall not be counted as days given off.

(e) When accumulated time off is taken in conjunction with annual leave or in periods of seven days or more, £1 per week "keep" allowance payable whilst on such annual leave, shall also be payable for the period of time off.

Ship's Articles

14. All future ship's articles signed by employees shall incorporate expressly or by reference the terms of this award as it stands from time to time.

Medical Benefits

15. Where an officer is invalided on shore in or beyond New Zealand with illness or accident contracted in the service of the ship at any time after joining the vessel, he shall be granted the benefits provided in section 68 of the Shipping and Seamen Act 1952, and if invalided on shore beyond New Zealand shall (except in the case of death) be returned to his port of shipment in New Zealand, and his wages shall continue until the time at which in due course he arrives at such port. This clause shall not apply to cases of illness due to the officer's own wilful act or default or to his own misbehaviour.

Transfers

16. In the event of an officer having been employed on a certain class of vessel for a period exceeding three months continuously and he is then placed in a relieving or temporary capacity for a period of not more than one month in another rating of a lower class, he shall continue to receive the rate of pay which he received in the class of vessel in which he was last employed.

Ships Stranded or Wrecked

17. In the case of a ship becoming wrecked or stranded for more than 24 hours in the course of her voyage, the master may break watches, and any officer may be worked as the master may require, and for work done to assist in refloating the vessel while the ship is so wrecked or stranded he shall be paid in addition to his ordinary rate or overtime rate as the case may be, the sum of 6s. 3d. per hour. Such payment shall be made only for the time actually worked while the vessel is so wrecked or stranded.

Where a vessel grounds in a tidal harbour or river and is refloated by ordinary means with or without lightening cargo, it shall not be deemed a stranding within the meaning of this clause.

Definitions

18. (a) "Arrival" means the time when the vessel is finally moored at the place in any port, bay, river, or roadstead where cargo, coal, mails, or passengers are to be shipped or unshipped.

A vessel shall not be deemed to have arrived in port when she is for any reason moored or anchored prior to finally proceeding to her loading or discharging berth in a port.

If a vessel is anchored at her usual discharging berth in a roadstead and is prevented by bad weather from discharging or loading, she shall not be deemed to have arrived until work actually commences.

(b) "Departure" means when the vessel unmoors or weighs anchor from her last loading or discharging berth in a port, whether she then immediately proceeds to sea or not.

(c) "At sea" means the time from departure to arrival.

(d) "In port" means the time from arrival to departure.

(e) "A day" means from 12 midnight to 12 midnight.

(f) "Principal ports" shall be Auckland, Gisborne, Napier, Wellington, Kaipara, Wanganui, Castlecliff, Patea, New Plymouth, Onehunga, Nelson, Westport, Grey-mouth, Picton, Blenheim, Lyttelton, Timaru, Oamaru, Port Chalmers, Dunedin and Bluff.

Victualling and Accommodation

19. Except during absence on leave, every officer shall be entitled to meals and proper accommodation up to the ordinary standard either on his vessel or on another convenient vessel of the same owner, or else to receive an allowance as follows:

	Per Day		
	£	s.	d.
For victualling and accommodation	1	17	6
For accommodation only		18	0
For victualling only	1	1	0

Accommodation allowance shall not be payable to an officer in the port where he has his home. In cases where accommodation is not available at these rates, the difference is to be made up by the employer.

Safety of Ships

20. An officer shall attend, when required, any medical inspection in port, or any boat or fire drill in port or at sea, and do any work that is required of him for the safety of the ship when in immediate peril, without payment of overtime.

Discharge

21. (a) Notwithstanding anything contained in the articles of agreement signed by the officers when an officer has served six months continuously with the employer the service shall be terminable only by one calendar month's notice in writing on either side, but in the case of the discharge of an officer the employer shall have the option of paying one month's wages (without victualling or accommodation allowance) in lieu thereof.

In no case shall holidays due either for annual leave or accumulated time be considered as part of notice of termination of employment.

(b) Except in the case of dismissal for misconduct, when an officer is discharged from the employer's service the employer shall provide first-class passage or fare to his home port.

(c) This clause shall not apply to the case of dismissal for misconduct or to the case of transfer from one ship of the employer to another.

Cleaning Rooms

22. The employer shall cause the rooms to be cleaned every day. The rooms shall be fumigated, cleaned, and painted once in every 12 months while the vessel is in port if required. Should any question as to the necessity of painting quarters arise it shall be decided between the secretary of the Guild and the representative of the company concerned.

Beds and Bedding

23. The employer shall provide bedding consisting of a mattress and cover, counterpane, pillow and cover, three blankets, two sheets, also at least two towels per week. Pillow covers, sheets and towels shall be changed weekly, counterpanes fortnightly, mattress-covers monthly, and blankets once every four months.

Shipwreck

24. In the event of an officer losing his clothes or effects through the wreck or 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.

Workers to be Members of Union

25. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, it shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award.

(b) For the purposes of subclause (a) of this clause a person of the age of 18 years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of 21 years and upwards, shall be deemed to be an adult.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union, commits a breach of this award, and shall be liable accordingly.

(NOTE—Attention is drawn to section 174 (3) of the Industrial Conciliation and Arbitration Act 1954, which gives to workers the right to join the union.)

Matters Not Provided For

26. 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

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

Term of Award

28. 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 25th day of March 1960.

[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. The terms of settlement also provided for incorporation.

Under regulation 5B of the Economic Stabilisation Regulations 1953, the Court is directed to ensure that as a result of the incorporation by the Court of the effect of the general order in any rates of remuneration determined by the award, no worker bound by the award will in any week receive under the award less than he would receive if the award specifically applied the order otherwise than by such incorporation.

The Court has been jointly advised in writing by representatives of the parties that an agreement has been reached between them which ensures that the object of regulation 5B will be achieved. In these circumstances the Court has decided to make the award incorporating the terms of the complete settlement reached in the Council of Conciliation.

A. TYNDALL, Judge.