

UNION STEAM SHIP CO. OF NEW ZEALAND LTD. DECK OFFICERS—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 24 July 1961 between the New Zealand Merchant Service Guild Industrial Union of Workers (hereinafter referred to as "the guild") of the one part and the Union Steam Ship Co. of New Zealand Ltd. (hereinafter referred to as "the employer") of the other part, whereby it is mutually agreed by and between the said 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 should be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. 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 shall be as follows:

	Per Month £ s. d.
Fourth and fifth officers (to rank as such for not longer than one year)	56 10 0
Third officer—	
First year	60 0 0
Second and subsequent years	63 0 0
Second officer—	
First year	67 0 0
Second and subsequent years	70 0 0
Chief officer—	
First year	74 0 0
Second and third years	77 0 0
Fourth and fifth years	78 0 0
Sixth and subsequent years	80 0 0

The foregoing applies to vessels up to 5,000 tons gross register and the following shall be added:

	Per Month £ s. d.
Cargo vessels over 5,000 tons gross register—	
Officers	2 10 0
Passenger vessels—	
Officers	3 10 0

(b) "Service" means continuous service with the Union Steam Ship Co. of New Zealand Ltd., and in each classification shall count from the commencement of the month following the date of appointment.

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

(d) *Seagoing Allowance*—In addition to the foregoing rates there 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, while on annual leave and while 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 sub-clause (a) hereof, nor shall it be taken into account in the assessment of any payments provided for by this agreement which are based on the wages as prescribed in sub-clause (a) hereof.

(e) *Superior Certificate Allowance*—There shall be payable in addition to the rates herein before subscribed, the following: Chief officer in such ranking holding master's certificate £8 per month. Second or third officer in such ranking holding master's certificate £7 per month. Second or third officer in such ranking holding chief mate's certificate £6 per month; provided that an officer promoted in rank shall be paid a monthly rate not less than the rate of his previous rank plus the amount of his certificate allowance.

Clause 2, Hours and Overtime

(a) Except as provided in clauses 5 and 7, every officer shall be liable to duty at any time at sea or in port, but he shall be entitled to overtime payment for any excess over his ordinary length of duty in a day or over his ordinary hours of duty.

(b) The ordinary length of duty in a day at sea or in port or partly at sea and partly in port, shall be eight hours, 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.

(c) 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 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.

(d) In cases in which the vessel arrives and sails the same day an officer may be kept on his usual sea watches. An officer may also be kept on his usual sea watches when the vessel is in an unsafe port, or when the vessel is in a port, where, in the opinion of the master, the conditions are for the time being, unsafe. Anchor watch between 5 p.m. and 7 a.m. in a safe harbour shall account as overtime.

(e) For all duty (other than as hereinafter provided) over the time of duty, or (in port) outside the hours of duty, officers shall be entitled to overtime payment at the following rates:

								s.	d.
Fourth and fifth officer	..	..	..	..	..	..	..	9	10
Third officer	..	..	..	..	..	..	..	11	0
Second officer	..	..	..	..	..	..	..	12	2
Chief officer	..	..	..	..	..	..	..	13	5

(f) All wireless work shall be paid for at overtime rates, irrespective of whether the eight hours for the day have been completed or not. Each wireless watch shall be treated as a minimum of half an hour. This payment will include both the "listening" work and the sending or receiving of messages, commercial or otherwise.

(g) 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 but the performance of such duty shall not be deemed to constitute a period of employment under sub-clauses (b) and (c) hereof. If, by reason of this work, the hours of labour for the day are exceeded, overtime shall be payable, but only for the actual time in excess.

(h) Where an officer is on duty at overtime rates for the purpose of supervising the discharge and/or loading of cargo, mails, passengers' luggage or motor cars between 5 p.m. and 10 p.m. the overtime rate shall be not less than 12s. 2d. per hour. For the same work performed between 10 p.m. and 7 a.m. or on Sundays or holidays the overtime rates shall be as per sub-clause (e) hereof, plus 33 $\frac{1}{3}$ per cent.

(i) Meal hours in port are: Breakfast – any one hour between 7 a.m. and 9 a.m. Dinner – noon to 1 p.m. Tea – 5 p.m. to 6 p.m. Supper – any one hour between 11 p.m. and 1 a.m. if work is continuing after 11 p.m.

Any meal hour may be curtailed: Providing that when the curtailment is for less than half an hour one half-hour's overtime be paid, and if for more than half an hour one hour's overtime be paid. Where 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 period of curtailment shall count as part of the hours of duty for the day.

(j) Minimum payment of overtime shall be half an hour, after which actual time is to be paid.

For shift ship with main engines between 5 p.m. and 7 a.m. an officer shall be paid a minimum of two hours' overtime and if on a Sunday or holiday a minimum of three hours' overtime. The time for the shift is to be reckoned from the time the officer is required to attend.

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

(l) Exclusive of the time or hours of duty and without payment of overtime all officers shall:

- (i) Attend when required any boat drill, fire drill, or medical inspection.
- (ii) Do any work which is required for the safety of the ship or, in the case of emergency, affecting the safe navigation of the vessel.
- (iii) Do any clerical work required in connection with the deck department, excepting in relation to cargo, crew's wages and overtime sheets, voyage reports, inventory of stores and gear, and boat-station sheet, unless such work is performed in ordinary working hours.
- (iv) Do the necessary meal reliefs.
- (v) Give the necessary time at sea for taking the necessary observations as to the ship's position.

(m) An officer who is called from his home to be on board at a stated time and his services are not required shall be paid a minimum of one hours overtime.

Clause 3, Shorthand Pay

Where a vessel sails on an intercolonial or oversea voyage without a third officer the wage rate of a first year third officer prescribed by clause 1 (a) hereof shall be divided between the master and the two deck officers for the period the vessel is at sea day of departure and day of arrival included. Where such vessel is in an Australian or oversea port without a third officer the overtime rates for the chief and second officer prescribed by clause 2 (e) for hours worked in excess of eight per day (day of

arrival and day of departure excluded) shall be subject to the addition of 33 $\frac{1}{3}$ per cent, and this percentage of the ordinary overtime rate shall be in addition to the extra rate payable for work performed between 10 p.m. and 7 a.m. as prescribed by sub-clause 2 (h).

On New Zealand coastal voyages, a vessel sailing without a third officer (other than *Tamahine*) shall pay an additional 33 $\frac{1}{3}$ per cent to the overtime rates prescribed by clause 2 (e) for any hours worked in excess of eight per day on the day of sailing, on the day of arrival, and on the days spent at sea.

Clause 4, Ship-keeping

(a) If required by the employer, an officer may be called upon to remain on board as ship-keeper between 5 p.m. and 7 a.m. and shall in such cases be allowed time off at the rate of one day for every 14 hours of such ship-keeping duty.

(b) Such time off may be given as opportunity offers or may be added to his annual leave but time off for ship-keeping in the home port shall be given only in the home port unless the officer otherwise requests.

(c) If the ship be loading or discharging cargo between 5 p.m. and 7 a.m., any officer on duty shall be paid at the overtime rate during the period of work, but any such time paid for at overtime rate shall not be counted as ship-keeping duty.

(d) If the services of an officer who is ship-keeping be used for the purposes of shifting ship, or his services are used in connection with the overhaul or repair of the vessel, he shall be paid at over-time rates, with a minimum of one hour, for the time that his services are so used, but any such time paid for at overtime rates shall not be counted as ship-keeping duty.

(e) "Ship-keeping" means remaining on board for the purpose of being available should the necessity to perform duty arise. In cases where an employee is ship-keeping there shall be available for that employee a supper without attendance.

Clause 5, Time Off

(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.

(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) The periods of time off may be given in advance but if so given to suit the employer's convenience victualling and accommodation rates shall be payable except that if the officer is taking the time off in the port where he has his home victualling allowance only shall be payable. Unless he so desires an officer who is already in advance in his time off to the extent of 14 days or more shall not be directed to take further time off in advance while he is on articles.

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

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

(f) 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.

(g) Notification to take time off shall be given, if practicable, at least three hours prior to the period of time off.

Clause 6, Sundays and Holidays

(a) All work performed on a Sunday or holiday shall be paid for at the overtime rates prescribed in clause 2 (e) hereof.

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

Clause 7, Annual Leave

(a) Every officer who served the employer continuously for 12 months shall be allowed by the employer leave of absence on full pay once in each year of his service for a continuous period of 14 days in the case of third and fourth officers and for 21 days in the case of chief and second officers, at such time as the employer may determine.

(b) The leave of absence shall begin and end at the home port of the employee, and unless the officer otherwise agrees, such leave of absence is to be notified by the employer not less than seven days before its commencement. The period of annual leave shall commence the day after the day of arrival of an officer at his home port.

(c) With the consent of the employer this leave of absence may be postponed in whole or in part and the unused leave accumulated so that, unless in special circumstances, it be not postponed beyond the second year.

(d) Upon the leave of absence expiring if an officer reports himself as ready to resume duty and employment is not immediately available, or if he is not given time off in advance as prescribed in clause 5, he shall be paid wages plus victualling while waiting at his home port, but if transferred to another port victualling and accommodation allowance shall be paid.

(e) An officer shall not be recalled from leave (either annual or accumulated time off) except in cases of emergency, and if so recalled, the need for such recall shall be reported to the secretary of the guild.

(f) In cases in which an officer has been on private leave and he reports himself at his home port as ready to resume duty and employment is not available within 10 days thereafter, he shall be paid wages (without victualling and accommodation allowance) as from the expiry of the said period of 10 days. Any time waiting on pay shall be counted either towards accumulated time off or as time off in advance. Any private leave granted to officers shall not count as qualifying service for annual leave.

Clause 8, Accommodation

The employer shall make the necessary arrangements to ensure that the accommodation for officers 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 paint-work renovated as considered necessary.

Clause 9, Paying Off

In ships with over 20 of a crew and in which no purser is carried, a clerk shall be supplied from the office to assist the officer when his ship is paying off on the closing articles.

Clause 10, Home Port

The home port of each officer shall be one of the following ports: Auckland, Wellington, Lyttelton, Dunedin, Tauranga, Sydney, Melbourne or Newcastle.

Each officer shall supply the employer, within one month of the date of this agreement, 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 employer and the secretary of the guild. Except by mutual consent, no change in the port selected shall be made during the currency of this agreement.

If any officer fails to notify his home port in accordance with the foregoing provisions, the employer may allot him a home port, and such allotment the officer shall be bound to accept for the period during which this agreement remains in force.

Clause 11, Victualling and Accommodation

Except during the absence on leave as provided by clauses 5 and 7 (except as otherwise provided by sub-section (d)) 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	..	..	..	2	5	0
For accommodation only	..	..	..	1	2	6
For victualling only	..	..	..	1	2	6

Provided that an officer 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 including the officer who while working by his ship at his home port necessarily has to live in an hotel.

Clause 12, Petty Expenses

The employer shall pay any reasonable expenses of an officer incurred in the service of or in the interests of the employer.

Clause 13, Expenses, Badges, etc.

(a) Whenever an officer has to proceed for the purposes 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 sleeper, or the cost thereof.

(b) Whenever an officer is required by the employer to change his home port in consequence of his 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 free conveyance for his effects in any vessel of the employer that goes to or towards his destination.

(c) Should the officer requisition for same, uniform trimmings in accordance with the employer's schedule for the trade in which such officer is employed shall be provided by the employer, free of charge, to the officer. In trades in which it is reasonably necessary, two sets of uniform trimmings for sac coats shall, subject to the approval of the Marine Superintendent, be issued free of charge in each 12 months of service.

(d) The employer shall pay (in addition to fees on signing on any articles 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.

(e) Uniform allowance of 15s. per month shall be made by the employer to all officers.

(f) An officer who, at the direction of the employer, 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.

Clause 14, Discharge

(a) Notwithstanding anything contained in 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. Where the employer is determining the employment in no case shall holidays due either for annual leave or accumulated time off 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 he shall be allowed a free passage on pay until arrival at 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.

(d) In the event of a month's notice, given by an officer whose home port is in New Zealand, expiring in a New Zealand out port, wages, fares and expenses shall be paid by the employer to the home port.

Clause 15, Manual Work

No officer shall be ordered or obliged by agreement or otherwise to perform any manual labour but an officer may be required to tally cargo and to take truck numbers.

Officers shall not be required to drive passengers' cars on or off ships if other qualified drivers are available, but should an officer do so, he shall be paid an additional 1s. 6d. per hour whilst so employed.

Clause 16, Sick Pay and Accident Compensation

(a) When an officer is invalidated on shore in or beyond New Zealand with illness or accident contracted in the service of the vessel at any time after joining the vessel he shall be granted the benefits provided in the New Zealand Shipping and Seamen Act 1952, and if invalidated on shore beyond New Zealand with illness or accident contracted in the service of the vessel 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 he should in due course arrive at such port, but shall not in any case exceed a maximum of six months from the date he is invalidated on shore.

(b) This clause shall not apply to cases of illness or accident due to the officer's own wilful act or default or to his misbehaviour.

(c) In the event of the 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 amount of such reimbursement shall not exceed £150. In addition he shall be reimbursed for any loss through such causes up to a maximum of £50 for instruments, text books etc.

Clause 17, Ships Stranded or Wrecked

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 the 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.

Clause 18, Dress Allowance

(a) In cases in which officers of passenger vessels are required to wear white uniforms in the tropics, the employer shall either pay each officer the sum of 2s. 6d. per day for each day on which he is required to wear a white uniform or shall arrange for the same to be washed and laundered free of charge to the officer.

(b) Except as provided for in clause 13 (c) uniform in accordance with the employer's schedule for the trade in which the officer is employed and also necessary navigational instruments shall be provided by the employee.

Clause 19, Certificate of Competency

An officer who comes ashore to sit and study for his master's certificate shall be paid the sum of £10 per week from the time of coming ashore until the time of securing such certificate with a maximum period of 16 weeks. Six months after securing such certificate if still in the company's service he shall be paid a bonus of £100.

An officer who comes ashore to study and sit for his chief mate's certificate shall be paid the sum of £10 per week until the time he secures such certificate with a maximum period of 10 weeks. Six months after securing such certificate if still in the company's service he shall be paid a bonus of £60.

In addition to the prescribed bonus payments the company shall at the same time refund to the officer the amount of his navigation school fees and examination fees.

Clause 20, Definitions

"Passenger vessel" means a vessel actually carrying more than 12 passengers for hire or reward.

"At sea" refers to the time from departure from port to arrival in port.

"In port" refers to the time from arrival in port to departure from port.

"Shifting ship" refers to the shifting of any vessel in port, whether it is shifting by the vessel's main engines only or by or with the aid of a tug. A vessel that is being shifted in port is to be deemed to be in port.

"Departure from port" begins when the ship is unmoored for departure.

"Arrival in port" refers to the time when the ship is finally moored at her loading or discharging berth in the port.

"Moored" includes anchored, but not where anchored through stress of weather, fog, conditions of tide, or quarantine, or other legal restrictions.

"Holidays" means Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, the birthday of the reigning Sovereign, Labour Day and Anzac Day.

Clause 21, Conditional Holiday

When a vessel is in a New Zealand port on a day on which Anniversary Day is observed, officers shall be allowed free from duty as far as practicable but those who are required to remain on board for work which is necessary in the opinion of the master shall be paid overtime for hours worked.

Clause 22, Matters Not Provided For

Any dispute in connection with any matters not provided for in this agreement shall be settled between the particular employer concerned and the secretary or president of the guild, and in default of any agreement being arrived at any 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 dis-satisfied 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.

Clause 23, Royal New Zealand Naval Reserve

In the event of any officer being granted leave of absence for the purpose of training in the Royal New Zealand Naval Reserve, such officer while so absent from duty for the purpose of naval training shall not be entitled, during any such period or periods of absence, to any wages or to any of the other benefits under this agreement not until he has again been appointed to a ship by the employer. Any such period or periods of absence for naval training and any time thereafter until appointed to a ship shall not be counted in the service of the officer or the periods of time off in clause 5 or for annual leave under clause 7 hereof.

Clause 24, Workers to be Members of Union

(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 agreement to employ or to continue to employ in any position or employment subject to this agreement, any adult person who is not for the time being a member of an industrial union of workers bound by this agreement.

(b) For the purposes of sub-clause (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 agreement 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 agreement and shall be liable accordingly.

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

Clause 25, Application of Agreement

This agreement shall apply to the parties hereto, and shall apply only to steamers and ships propelled solely by means of internal-combustion engines for which articles are taken out in New Zealand, but shall not in any case apply to:

- (a) Such vessels employed in the inter-State trades of Australia.
- (b) Such vessels employed in trading with the United Kingdom.
- (c) The steamers *Taioma* and *Tapuhi* or to any other steamers of the same character which may be employed in addition to or in substitution for the said steamers.

Clause 26, Ships Articles

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

“It is also agreed that the current agreement of the Court of Arbitration in respect of wages and conditions of employment of officers shall form part of this agreement and be deemed to be incorporated therein.”

Clause 27, Term of Agreement

This agreement shall come into force on the 24th day of July 1961 and shall continue in force until the 31st day of March 1963.

In witness whereof the parties hereto have hereunder set their hands the day and year first before written.

For the New Zealand Merchant Service Guild Industrial Union of Workers.

T. DAVIS, Vice-President.
J. W. DICKINSON, Secretary.

Witness to the above signatures—R. Warriner.

For the Union Steam Ship Co. of New Zealand Ltd.

F. K. MACFARLANE, Deputy General Manager.

Witness to the above signature—R. T. Goddard.
