

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 under-mentioned companies (hereinafter called “the employers”):

Anchor Shipping and Foundry Co. Ltd., P.O. Box 1007, Nelson.

Canterbury Steam Shipping Co. Ltd., P.O. Box 554, Christchurch.

T. Eckford and Co. Ltd., Blenheim.

Frankham, A. G. Ltd., P.O. Box 432, 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., P.O. Box 43, Auckland.

Pearl Kasper Shipping Co. Ltd., P.O. Box 326, Nelson.

Richardson and Co. Ltd., P.O. Box 213, Napier.

Wanganui Shipping Co. Ltd., P.O. Box 412, Wanganui.

Wilson's (N.Z.) Portland Cement Co. Ltd., P.O. Box 1359, 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 very 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 30th day of April 1966 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 17th day of June 1964.

[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 for service with the same company shall be:

Vessels of 101 to 300 tons gross register—				£	s.	d.
First year	.....	.....	.....	1,668	5	0
Second year	.....	.....	.....	1,693	17	6
Third year	.....	.....	.....	1,719	10	0
Fourth year	.....	.....	.....	1,745	2	6
Fifth year	.....	.....	.....	1,770	15	0
Sixth year	.....	.....	.....	1,801	10	0
Seventh year	.....	.....	.....	1,832	5	0
Eighth year	.....	.....	.....	1,863	0	0
Ninth year	.....	.....	.....	1,893	15	0
Tenth year	.....	.....	.....	1,924	10	0

Vessels of 301 to 600 tons gross register—				£	s.	d.
First year	.....	.....	.....	1,739	2	6
Second year	.....	.....	.....	1,769	17	6
Third year	.....	.....	.....	1,800	12	6
Fourth year	.....	.....	.....	1,831	7	6
Fifth year	.....	.....	.....	1,862	2	6
Sixth year	.....	.....	.....	1,892	17	6
Seventh year	.....	.....	.....	1,923	12	6
Eighth year	.....	.....	.....	1,954	7	6
Ninth year	.....	.....	.....	1,985	2	6
Tenth year	.....	.....	.....	2,015	17	6

Vessels of 601 to 1,000 tons gross register—				£	s.	d.
First year	.....	.....	.....	1,764	15	0
Second year	.....	.....	.....	1,795	10	0
Third year	.....	.....	.....	1,826	5	0
Fourth year	.....	.....	.....	1,857	0	0
Fifth year	.....	.....	.....	1,887	15	0
Sixth year	.....	.....	.....	1,918	10	0
Seventh year	.....	.....	.....	1,949	5	0
Eighth year	.....	.....	.....	1,980	0	0
Ninth year	.....	.....	.....	2,010	15	0
Tenth year	.....	.....	.....	2,041	10	0

Vessels of 1,001 to 1,500 tons gross register—				£	s.	d.
First year	.....	.....	.....	1,790	7	6
Second year	.....	.....	.....	1,821	2	6
Third year	.....	.....	.....	1,851	17	6
Fourth year	.....	.....	.....	1,882	12	6
Fifth year	.....	.....	.....	1,913	7	6
Sixth year	.....	.....	.....	1,944	2	6
Seventh year	.....	.....	.....	1,974	17	6
Eighth year	.....	.....	.....	2,005	12	6
Ninth year	.....	.....	.....	2,036	7	6
Tenth year	.....	.....	.....	2,067	2	6

Vessels of 1,501 to 2,000 tons gross register—				£	s.	d.
First year	.....	.....	.....	1,816	0	0
Second year	.....	.....	.....	1,846	15	0
Third year	.....	.....	.....	1,877	10	0
Fourth year	.....	.....	.....	1,908	5	0
Fifth year	.....	.....	.....	1,939	0	0
Sixth year	.....	.....	.....	1,969	15	0
Seventh year	.....	.....	.....	2,000	10	0
Eighth year	.....	.....	.....	2,031	5	0
Ninth year	.....	.....	.....	2,062	0	0
Tenth year	.....	.....	.....	2,092	15	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 ships shall receive £13 10s. per month in addition to the appropriate annual salary as provided in subclause (a) of clause 2.

(b) Masters of no-mate ships shall receive £21 10s. per month in addition to the appropriate annual salary as provided in subclause (a) of clause 2.

(c) 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 10s. for each such bridge watch or part thereof.

(d) The master of a ship shall be paid £8 per round trip when his ship is engaged in trading to Chatham, Raoul, or Campbell Islands, in addition to the appropriate annual salary as provided in subclause (a) of clause 2.

Payment of Salaries

4. The rates of remuneration stated in subclause (a) of clause 2 hereof are inclusive of all other monetary rewards due to the master for all service performed excepting those special payments provided for in subclauses (a), (b), (c), and (d) of clause 3 hereof and 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 52 days: 21 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 at double the daily rate for each day sacrificed (i.e., for each day he is employed when he could have remained on leave he will receive a total of treble time).

(c) Where a special holiday occurs during the period of annual leave, a master shall have one additional day added to his annual leave for each such special holiday.

“Special holiday” means Christmas Day, Boxing Day, New Year’s Day, the day following New Year’s Day (in lieu of Anniversary Day), Good Friday, Easter Monday, Labour Day and the birthday of the reigning Sovereign.

(d) (i) Whenever practicable a master shall be given not less than 14 days’ notice of the date on which he is to begin his annual holiday.

(ii) Whenever practicable where a master is required to take *pro rata* leave in excess of six consecutive 24-hour intervals he shall be given not less than seven days’ notice.

(e) Where a master is at sea after 8 a.m. on any of the “special holidays” above referred to, he shall have one additional day added to the annual leave for each such “special holiday” so spent.

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 15s. per day. Where a master is standing by a vessel at his home port and he is required to attend the ship or office he shall be paid a victualling allowance of £1 7s. 6d. per day.

(c) In lieu of being provided by the employer with protective and/or waterproof clothing, masters shall receive an allowance of 12s. 6d. per month.

When a master provides himself with a uniform to his company's standard and wears same when on duty this allowance shall be increased to £2 10s. 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 invalidated 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 invalidated 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 invalidated 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 £200.

Unqualified Preference

12. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, 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 a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a 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 a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by an 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 purposes 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 award.

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 174H of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

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 May 1964, 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 30th day of April 1966.

In witness whereof the seal of the Court of Arbitration hath hereunto been affixed, and the Judge of the Court hath hereunto set his hand, this 17th day of June 1964.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Council of Conciliation.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 12 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.