

DECK OFFICERS' TANKER—INDUSTRIAL AGREEMENT

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

THIS industrial agreement (hereinafter called the Deck Officers' Tanker Agreement) made in pursuance of the Industrial Conciliation and Arbitration Act 1954, dated 22 June 1965 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, which relates only to the operation of bulk petroleum tankers.

2. The said parties agree that henceforth the terms, conditions, stipulations and provisions of the industrial agreement between the New Zealand Merchant Service Guild Industrial Union of Workers and the Union Steam Ship Co. of New Zealand Ltd., dated 31 March 1964 (hereinafter referred to as "the other agreement") shall in no way apply to the operation of or conditions of service in bulk petroleum tankers.

3. 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—Salaries

(a) The salaries to be paid per calendar month shall be as follows:

Years of Service	Total per Month								
	With Certificate of Rank Only			With Superior Certificate First Officer			Master		
	£	s.	d.	£	s.	d.	£	s.	d.
Fourth and fifth officers (to rank as such for not longer than one year)	130	0	0	.....	.....	.....	.....	.....	.....
Third officer—									
First year	138	0	0	145	0	0	146	10	0
Second and subsequent years	141	0	0	148	0	0	149	10	0
Second officer—									
First year	148	0	0	155	0	0	156	10	0
Second and subsequent years	151	0	0	158	0	0	159	10	0
Chief officer—									
First year	163	0	0	.....	.....	.....	172	10	0
Second and third years	166	0	0	.....	.....	.....	175	10	0
Fourth and fifth years	168	0	0	.....	.....	.....	177	10	0
Sixth and seventh years	170	0	0	.....	.....	.....	179	10	0
Eighth and subsequent years	172	0	0	.....	.....	.....	181	10	0

The foregoing applies to bulk petroleum tankers up to 10,000 tons deadweight and an additional £4 per month shall be paid for service on vessels over 10,000 tons deadweight and up to 20,000 tons deadweight.

(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) "Tanker service" means continuous service on a tanker operated by the Union Steam Ship Co. of New Zealand Ltd.

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

(e) *Payment of Salaries*—In a tanker in a New Zealand port between the 16th and 20th of a month an officer shall be entitled to draw a half monthly salary advance.

A monthly account of salary shall be supplied to each officer at the time of payment.

(f) Contributions for pension fund purposes will be calculated on the wages payable under clause 1 (a) in the other agreement.

Clause 2—Conditions of Employment

Whereas the conditions for the operation of dry cargo vessels are linked substantially with the 40 hours, five day week observed by workers on shore, tankers operate 24 hours a day, seven days a week throughout most of the year. Conditions of the "Hours and Overtime" clause provided in the other agreement are, therefore, inappropriate and it is acknowledged:

(a) Except as provided in clause 4 hereof, every officer shall be liable for duty at any time at sea or in port, whether on Sundays, holidays or any other day.

(b) If required by the employer, an officer may be called upon to remain on board as ship-keeper.

(c) The salaries set out in clause 1 are total salaries paid in return for all work relating to the special conditions necessary for round-the-clock tanker operation and will be payable in full:

(i) During periods of leave as provided in clause 4 hereof, and

(ii) During periods invalidated on shore as provided in clause 13 hereof.

(d) The master and chief officer will endeavour to ensure that the total work load, especially that portion undertaken outside what would otherwise be regarded as "normal working hours" will be equitably shared among all officers.

(e) The master shall make every endeavour to allow officers a reasonable period for unbroken meal hours during times normally observed.

(f) Reasonable time off will be allowed when an officer's attendance is not required on board the tanker in port, but unless taken in accordance with the provisions of clause 4 this will not be in liquidation of any leave entitlement.

(g) The duties of respective officers shall be as defined from time to time by the employer.

Clause 3—Short Hand Pay

Where, in unforeseen circumstances, a tanker sails without a third officer, salary at the rate of a 1st year third officer prescribed by clause 1 hereof shall be divided between the master and the two deck officers for the period the tanker is at sea, calculated in periods of 24 hours.

Clause 4—Leave

Ten weeks' leave will be granted during each period of 12 months. Consistent with the ability to provide relief for all the officers on the tanker concerned and to fit in also with the arrival time of the tanker either at Auckland or Marsden Point leave will be granted and taken on the basis of voyages. The basis of entitlement will be:

Two weeks' leave after every 11 weeks' service during the first three-quarters of an officer's year of service in the tanker and four weeks' annual leave after the remaining nine weeks' tanker service in the year.

Leave not taken will accumulate to be given in conjunction with a subsequent leave period under the above. Where an officer transfers from the tanker to the other service or *vice versa*, any leave due will be taken in conjunction with a subsequent leave period. The pay of an officer during such accumulated leave will be at the rate appropriate to the service in which such leave was accumulated.

Leave periods of 24 hours may be liquidated against leave due if officers can arrange this at any time by mutual agreement.

The employer shall give each officer adequate notice of dates when each leave shall start and end. He shall endeavour to give at least seven days' notice for annual leave and shall give a minimum of 48 hours' notice of any alteration necessary in those dates occasioned by any unexpected variations in tanker movements.

When an officer is dismissed or resigns from the service he shall be paid for any leave entitlement due under this clause.

Clause 5—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 paintwork renovated as considered necessary.

Clause 6—Home Port

The home port of each officer shall be Auckland, or Whangarei, but any other port may be nominated by prior agreement between the employer and the officer concerned.

Clause 7—Victualling and Accommodation

Except during the absence on leave as provided by clause 4 hereof officers shall be entitled to meals and proper accommodation up to the ordinary standard or else shall receive an allowance as follows:

		Per Day		
		£	s.	d.
For victualling and accommodation	.....	2	13	0
For accommodation only	.....	1	6	6
For victualling only	.....	1	6	6

Provided that an officer who is at his home port shall be paid a victualling allowance only.

In cases where accommodation is not available at these rates, the difference shall be made up by the employer, this also to include the officer who, while working on the tanker at his home port, necessarily has to live in an hotel.

Clause 8—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 9—Expenses, Badges, etc.

(a) Whenever an officer has to proceed for the purpose 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 a sleeper, or the cost thereof. For air travel outside New Zealand economy class fare will be provided.

(b) Officers when travelling in the employer's vessels other than in island or overseas services shall be granted a concession of 50 per cent on the fare.

(c) Should the officer requisition for same, uniform trimmings in accordance with the employer's schedule shall be provided free of charge.

(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) A uniform and protective clothing allowance of £2 5s. per month shall be paid to all officers.

(f) An officer, on confirmation of his appointment as master, shall be reimbursed for the cost of New Zealand pilotage certificates held by him.

Clause 10—Uniform and Instruments

Except as provided for in clause 9 (c) uniform in accordance with the employer's schedule and also necessary navigational instruments shall be provided by the employee.

Clause 11—Ships Stranded or Wrecked

In the event of the officer losing his clothes or effects through the wreck or loss of the tanker 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. In addition, he shall be reimbursed for any loss through such causes up to £50 for instruments, text books, etc.

Clause 12—Discharge

(a) Notwithstanding anything contained in articles of agreement signed by the officers, when an officer has served six months continuously with the employer, his 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 salary (without victualling or accommodation allowance) in lieu thereof. Where the employer is determining the employment, leave accrued under clause 4 hereof shall not 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 or when his month's notice expires in other than his home port he shall be allowed a free passage and remain 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's to another.

Clause 13—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 tanker at any time after joining the tanker 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 tanker shall (except in the case of death) be returned to his port of shipment in New Zealand and his salary 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 invalided 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.

Clause 14—Certificate of Competency

An officer who comes ashore to sit and study for his master's certificate shall be paid the sum of £10 17s. 6d. 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 employer's service he shall be paid a bonus of £108 12s. 6d.

An officer who comes ashore to study and sit for his first mate's certificate shall be paid the sum of £10 17s. 6d. 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 employer's service he shall be paid a bonus of £65 5s.

In addition to the prescribed bonus payments the employer shall at the same time refund to the officer the amount of his Navigation School fees and examination fees. Provided that an officer who has served with the employer for a continuous period in excess of 12 months shall be paid the above bonus payments and examination and school fees upon reporting for duty with the employer after securing his higher certificate of competency.

Clause 15—Disputes

(a) Any dispute in connection with any matters not provided for in this agreement shall be settled between the 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 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.

(b) Notwithstanding any other provision of this agreement, the parties hereto agree that any dispute affecting officers on any vessel other than a tanker shall in no way affect officers employed on tankers and shall not give rise to any dispute, stoppage, or other delay to the normal operation of such tankers.

Clause 16—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 periods of absence, to any salary or to any of the other benefits under this agreement 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 for leave under clause 4 hereof.

Clause 17—Unqualified Preference

(a) Any adult person engaged or employed in any position subject to this agreement shall, if he is not already a member of the union of workers bound by this agreement, become a member of such union within 14 days after his engagement.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of the union of workers bound by this agreement so long as he continues in any position or employment subject to this agreement.

(c) Every worker 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 employer bound by this agreement commits a breach of this agreement if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any 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 salary prescribed for adult workers by this agreement 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 174 (h) of the Industrial Conciliation and Arbitration Act 1954, which gives to workers the right to join the union.)

Clause 18—Application of Agreement

This agreement shall apply to the parties hereto, but covering only bulk petroleum tankers operated on behalf of New Zealand oil companies, for which articles are taken out in New Zealand.

Clause 19—Ships Articles

The following clause shall be inserted in the articles of agreement of tankers coming within the scope of this agreement and operated by the employer who is bound thereby:

"It is also agreed that the current Deck Officers' Tanker Agreement of the Court of Arbitration in respect of salaries and conditions of employment of deck officers shall form part of this agreement and be deemed to be incorporated therein."

Clause 20—Exclusion From Courts Order

The Court of Arbitration's 6 per cent General Wage Order of 19 August 1964 has been taken account of in this agreement and accordingly the Court's order shall not apply.

Clause 21—Term of Agreement

This agreement shall come into force on the 1st day of June 1965, and shall continue in force until the 31st day of March 1966.

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:

C. J. MURPHY, Executive Member.

J. W. DICKINSON, Secretary.

Witness to the above signatures—M. E. Bullock.

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

A. T. WAUGH, General Manager.

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