

## NEW ZEALAND SHIPS' MASTERS – AWARD

(Filed in the Office of the Clerk of Awards at 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 (hereinafter called “the employers”):

Anchor Shipping and Foundry Company Limited, P.O. Box 1007, Nelson.  
 Holm Shipping Company Limited, P.O. Box 1372, Auckland.  
 Karamea Shipping Company Limited, P.O. Box 301, Nelson.  
 New Zealand Cement Holdings Limited, P.O. Box 111, Westport.  
 Northern Steam Ship Company Limited, P.O. Box 43, Auckland.  
 Tarakohe Shipping Company Limited, P.O. Box 1696, Wellington.  
 Wilsons (NZ) Portland Cement Company Limited, 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 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 1973 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 3rd day of October 1972.

(L.S.)

A. P. BLAIR, 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 WITH THE SAME COMPANY

2. (a) Salaries for service with the same company in home trade vessels (other than bulk cement vessels) of 201 gross tons and over:

	Per Annum \$
First year . . . . .	8,897
Second year . . . . .	9,001
Third year . . . . .	9,105
Fourth year . . . . .	9,210
Fifth year . . . . .	9,314
Sixth year . . . . .	9,418
Seventh year . . . . .	9,552
Eighth year . . . . .	9,626
Ninth year . . . . .	9,730
Tenth year . . . . .	9,834
Eleventh year and onwards . . . . .	9,938

(b) Vessels of 200 gross tons and under: It is open to parties to make an agreement.

(c) Salaries for service with the same company in bulk cement vessels:

	Per Annum \$
First and second years . . . . .	9,832
Third and fourth years . . . . .	10,040
Fifth and sixth years . . . . .	10,248
Seventh and eighth years . . . . .	10,456
Ninth and tenth years . . . . .	10,665
Eleventh and twelfth years . . . . .	10,873
Thirteenth and fourteenth years . . . . .	11,081
Fifteenth and sixteenth years . . . . .	11,289
Seventeenth and eighteenth years . . . . .	11,498
Nineteenth year of service as master and onwards . . . . .	11,706

(d) Masters of vessels engaged in foreign-going trades shall while the vessel is so employed be paid an additional allowance of \$752 per annum, excepting that in the Chatham Islands and Campbell Island trades such allowance shall be increased to an amount of \$1,735 per annum. Such additional payments shall extend to periods of annual leave and time off accrued for the time a master has been employed in a ship engaged in the foreign-going trades mentioned herein.

### SPECIAL PAYMENTS

3. (a) Masters of one-mate ships shall receive \$45 per month in addition to the appropriate annual salary as provided in subclause (a) of clause 2 of this award.

(b) Masters of no-mate ships shall receive \$72 per month in addition to the appropriate annual salary as provided in subclause (a) of clause 2 of this award.

(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 \$9 for each such bridge watch or part thereof.

### PAYMENT OF SALARIES

4. The respective rates of remuneration stated in clause 2 of this award 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), and (c) of clause 3 of this award 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 calendar month or as near thereto as possible.

### ANNUAL LEAVE AND TIME OFF

5. (a) For each year of service masters shall be entitled to 21 days' annual leave, plus 104 days' time off, in the home port and such time off shall be credited at the rate of two days for each week of service. By mutual consent time off may be taken at an outport.

(b) Each day taken off in a master's home port including Saturdays and Sundays but excluding special and local holidays shall be counted as one day off.

(c) 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.

(d) Time off is to be granted if possible when requested but a master shall be relieved for a period of not less than 28 days or such lesser time as may be due to him on completion of four months' service or prior to the vessel's first departure from the New Zealand coast after four months' service.

(e) Masters may by agreement with the employer continue in service for a longer period so as to accumulate longer periods of leave.

(f) Time off may be given in advance up to a maximum of 21 days but if given to suit the employer's convenience victualling shall be paid.

(g) For the purpose of time off a day shall be reckoned from midnight to midnight and half a day shall be reckoned from midnight to noon or from noon to midnight.

(h) 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, 6 February (Anniversary Day), Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, and Labour Day.

(i) Where a master is away from his home port 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.

(j) (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 time off in excess of six consecutive days he shall be given not less than seven days' notice.

(k) Leave for masters of special vessels such as roll-on roll-off vessels shall be negotiated between the parties having regard to the workload or frequency of services. Any such arrangement shall be deemed to form part of this award.

### 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 \$10 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 \$5 per day.

(c) In lieu of being provided by the employer with protective and/or waterproof clothing, masters shall receive an allowance of \$2 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 \$8.50 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 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 Shipping and Seamen Act 1952.

### STUDY LEAVE

10. (a) After 12 months' service as master with the same company holders of Home Trade Certificates wishing to sit for their Second Mates' Foreign-going Certificate shall be entitled to three months' paid study leave at their appropriate salary rate as provided for in clause 2 of this award.

(b) A master who has been granted paid study leave by an employer up to a maximum period of three months mentioned in subclause (a) of this clause for the purpose of obtaining a Certificate of Competency as Second Mate, Foreign-going, shall not thereafter be entitled to claim further paid study leave from the same or another employer for the purpose of qualifying as second mate of foreign-going ships.

### 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 \$600. In addition the master shall be reimbursed for any loss through such causes up to \$200 for navigational instruments and textbooks.

### 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 with 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 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 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.

#### REDUNDANCY

14. In the event of redundancy arising during the currency of this award, the employer shall consult with the union of workers before taking any action.

#### SCOPE OF AWARD

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

#### TERM OF AWARD

16. 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 April 1972, 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 1973.

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 3rd day of October 1972.

(L.S.)

A. P. BLAIR, 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. The unqualified preference provision (clause 12) has been inserted in accordance with the agreement of all the assessors.

Advice has been received from the Remuneration Authority to the effect that it has consented in terms of regulation 17 of the Stabilisation of Remuneration Regulations 1972 to the agreed-upon rates of remuneration being incorporated in the award, and has also consented under regulation 15 to such rates continuing in force for less than 12 months from the date of making of the award.

A. P. BLAIR, Judge.