

NEW ZEALAND RAILWAYS SHIPS MASTERS – INDUSTRIAL AGREEMENT

This Industrial Agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 4th day of October 1972 between the General Manager of Railways and the New Zealand Merchant Service Guild Industrial Union of Workers prescribes salaries and conditions of employment for Masters employed on the rail ferries operating between Wellington and Picton.

SALARIES

1. (a) Salaries to be paid per annum shall be as follows:

	\$
1st and 2nd years of service as Master .	12,409
3rd and 4th years of service as Master .	12,619
5th and 6th years of service as Master .	12,828
7th and 8th years of service as Master .	13,037
9th and 10th years of service as Master .	13,246
11th and 12th years of service as Master .	13,455
13th and 14th years of service as Master .	13,664
15th and 16th years of service as Master .	13,873
17th and 18th years of service as Master .	14,083
19th year of service as Master and onwards .	14,292

(b) Where a vessel on articles is without a Third Officer the rate prescribed in clause 1 (a) of the Deck Officers Agreement for a first year Third Officer shall be divided between the Master and the two remaining Deck Officers on the basis of 20% to the Master and 40% to each of the two remaining Deck Officers.

PAYMENT OF SALARIES

2. (a) The rates of remuneration stated in clause 1 hereof are inclusive of all monetary rewards to the Master for all services to the Department. Salary shall be paid fortnightly either in cash or directly into the Master's trading bank account, trustee or Post Office savings account at his discretion.

(b) For the purposes of calculating payments for broken periods a day shall be reckoned as one three-hundred-and-sixty-fifth part of the annual salary.

ANNUAL LEAVE

3. (a) While two Masters are employed on each rail ferry and the vessels operate on an up to 23 sailing schedule Masters shall for each year of service be entitled to fourteen (14) weeks annual leave to be taken in seven-weekly periods at approximately 6-monthly intervals or as agreed to between the Department and the Guild.

(b) While three Masters are employed on each rail ferry and the vessels operate on an average of up to 25 sailings schedule Masters shall for each year of service be entitled to ten (10) weeks annual leave to be taken in five-weekly periods at approximately 6-monthly intervals or as agreed to between the Department and the Guild.

(c) A Master shall not be recalled from his annual leave without his consent. Should he agree to be so recalled, 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 should have remained on leave he will receive a total of treble pay.)

(d) Masters on annual leave and on periods of time off of seven consecutive days or more shall be paid "keep" allowance at the rate of \$2.00 per week.

(e) The Department shall advise the Guild when alterations to the timetable of the vessel are required and the matter will be negotiated between the Department and the Guild.

RETIRING LEAVE

4. Masters will be entitled to retiring leave in accordance with the scale below with a 10% deduction should his record warrant this.

Continuous Service With Department:

Under 10 years, nil

10 years and under 15 years, 30 days (6 weeks).

15 years and under 20 years, 40 days (8 weeks).

20 years to 40 years, 65 days to 131 days depending on service.

NOTE — Retiring leave shall not be granted to Masters who are less than 60 years of age unless they are retired medically unfit.

SERVICE

5. A Master shall be deemed to be within the Service of the Department except when on private leave granted by the Department at the Master's request or except when incapacitated by reason of illness or accident under clause 9 hereof for any period exceeding three months' duration in respect of any one instance of illness or accident.

HOME PORT

6. The home port of each Master shall be Wellington.

EXPENSES, BADGES, ETC.

7. (a) Whenever a Master has to proceed for the purpose of the Department from one port or place to another, he shall be paid his reasonable travelling expenses at first-class rates; this includes air travel outside New Zealand.

(b) Uniform trimmings as may be necessary for the service shall be provided by the Department free of charge.

(c) 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 Masters' option) shall be paid a victualling and accommodation allowance of \$10 per day. When a Master who is standing by at his home port is required to attend at the office or his vessel he shall be paid victualling allowance for that day. For accommodation only, the rate shall be \$5 per day and for victualling only \$5 per day. A Master while on articles who is not provided with meals shall be paid victualling allowance.

(d) Any reasonable expenses incurred in the interests of the Department by a Master shall be refunded by the Department.

(e) Masters, their wives and dependent children may be granted passenger travel by the Cook Strait rail ferries at fifty percent of the ordinary fare. "Dependent children" means such children as, in the opinion of the General Manager, are substantially dependent on the master for their maintenance.

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PILOTAGE DUTIES

8. The Master on the register of a vessel which is in commission, if in his home port, shall not be obliged to shift other vessels of the Department.

TERMINATION OF SERVICE

9. The service of a Master with the Department 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

10. 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 Department he shall be granted the benefits provided in the New Zealand Shipping and Seaman Act 1952, and if invalidated on shore beyond New Zealand with illness or accident contracted in the service of the vessel or the Department 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 Seaman Act 1952. Masters who transfer from the Union Steamship Company on 1 November 1971 shall receive an initial entitlement of 60 days on full pay which will be increased by five (5) days on full pay per annum for each year of service commencing from 1 November 1971. Sick leave under fourteen (14) days or over three (3) months and other illness not covered by section 68 will be met from this entitlement. For Masters who did not transfer from the Union Steamship Company on 1 November 1971 and others who joined the Department on or after that date the scale of sick leave on full pay will be as follows in:

Service	Aggregate Period for Which Sick Leave on Pay May be Granted During Service
Over 6 months and under 1 year	10 days (2 weeks)
Over 1 year and under 2 years	20 days (4 weeks)

Then 5 days per annum which if not taken will accumulate for use in any future sickness not covered by section 68.

DRESS ALLOWANCE, ETC.

11. (a) Uniform in accordance with instructions contained in the Department's "Instructions for Officers" handbook and also necessary navigational instruments shall be provided by the Master.

(b) In the event of a Master losing his clothes or effects through the wreck or the loss of the ship or damage to quarters by fire, flooding or collision, the Department shall reimburse him for the loss but the amount of such reimbursement shall not exceed \$600.00 for clothing and effects and \$200 for instruments, etc.

(c) Uniform allowance of \$2.30 per week shall be made by the Department to each master.

UNQUALIFIED PREFERENCE

12. (a) Any Master employed by the Department and 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 fourteen days after his engagement.

(b) Every Master 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 Master obliged under subclause (a) hereof to become a member of the union who fails to become a member as required to become by that subclause, after being requested to do so by an authorised representative of the union, and every Master who fails to remain a member of the union in accordance with subclause (b) hereof commits a breach of this agreement.

(d) The Department commits a breach of this agreement if it continues to employ any Master to whom subclauses (a) and (b) apply, after having been notified by an authorised representative of the union that the Master has been requested to become a member of the union and has failed to do so, or that the Master having become a member of the union has failed to remain a member.

MATTERS NOT PROVIDED FOR

13. If a dispute shall arise between the parties to this agreement upon any matters arising out of or in connection with the agreement and not specifically dealt with therein, it shall be referred to a Committee comprised of two representatives of the Guild and two representatives of the department, who shall appoint an independent chairman for decision. The decision of a majority of this committee shall be binding, except that any party adversely affected thereby shall have the right within fourteen days after the decision is given to appeal against the decision to the Court of Arbitration, which may amend the decision in any way as, after hearing the parties, it may consider necessary or desirable.

APPLICATION OF AGREEMENT

14. This agreement shall apply to and be binding upon the Department and any persons appointed by the Department as Master to serve on all ships owned or chartered by the Department for the rail ferry service operating between Picton and Wellington.

RETIREMENT AGE

15. Masters may retire at 60 years of age and will be required to retire from the service of the Railways Department on attaining the age of 63 years.

TERM OF AGREEMENT

The salaries prescribed in clause 1 (a) shall be deemed to have come into force from and including 16 January 1972; the other conditions of this agreement shall be effective as from the date hereof and this agreement shall continue in force for one year from the date this agreement is signed by the parties.

Dated at Wellington this 4th day of October 1972.

Signed on behalf of the N.Z. Merchant Service Guild Industrial Union of Workers:

J. Wilkins, Secretary.

M. E. Kempson, Witness.

Signed on behalf of the General Manager of Railways in exercise of the power delegated to him by the Minister of Railways pursuant to section 7 of the Government Railways Act 1949:

J. W. Dempsey, Deputy General Manager.

M. J. Adamson, Witness.

The Remuneration Authority has advised that it has consented in terms of regulation 17 (1) (a) of the Stabilisation of Remuneration Regulations 1972 to the rates of remuneration prescribed in this agreement.