

THE TARAKOHE SHIPPING COMPANY LTD., SEAMEN –
INDUSTRIAL AGREEMENT

This industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act 1954 this seventh day of June, 1973, between the Tarakohe Shipping Company Limited, Wellington, (hereinafter referred to as “the employer”) of the one part, and the New Zealand Seamen’s Union (hereinafter referred to as “the union”) of the other part, wherein it is mutually agreed by and between the parties, as set out below:

1. That the terms and conditions, stipulations and provisions, contained and set out in the Schedule hereto, shall be binding on the said parties and that they shall be deemed to be and are here by declared to form, part of this agreement.

2. The said parties hereto, shall respectively do, observe and perform every matter and thing of this agreement and by the said terms, conditions and stipulations, but shall in all respects abide by and perform the same.

SCHEDULE

1. This agreement is in consideration of all work necessary for the efficient operation and routine maintenance of M.V. “Ligar Bay” and M.V. “Golden Bay”, including all gear-turns, loading and discharging operations as and when required. In calculating these aggregate wages cargo discharge duties for Pumpmen/Greasers in Wellington are not included.

2. The aggregate wage rates set out in clause 5 are total wages to be paid in consideration of all work required for the efficient operation of the vessels and shall be deemed to be inclusive of all wages, industrial allowances, overtime payments, special payments relating to conditions of work and other penal rates to which a seaman may be entitled under any New Zealand Seamen’s Award which may be in force during the currency of this agreement.

3. A duty roster based on 26 weeks on duty and 26 weeks off duty per year shall be operated. The 26 weeks off duty shall be deemed to be inclusive of all annual holidays, accumulated time off and statutory holidays to which a seaman may be entitled under the New Zealand Seamen’s Award.

4. The change over port for seamen going on leave shall be, wherever practicable, in Wellington. If the ship is not proceeding to Wellington within two days of the change over date, the change over may take place at the Ports of Wanganui, New Plymouth or Auckland. It is mutually agreed that change overs shall not be made at the Ports of Raglan or Tarakohe. The duty-leave roster shall be based on a 4 weekly change of crews.

5. The aggregate wage rates to be paid per week shall be:

		\$
Bosun (Ligar Bay and Golden Bay)	.	125.00
Able Seaman (Ligar Bay and Golden Bay)	.	119.23
Qualified Ordinary Seaman (Golden Bay)	.	70.58
Unqualified Ordinary Seaman (Golden Bay)	.	64.42
Crew Attendant (Ligar Bay and Golden Bay)	.	99.04
Pumpman/Greaser (Golden Bay)	.	113.85
Pumpman/Greaser (Ligar Bay)	.	108.65
Deck Boy (Ligar Bay)	.	50.00

6. In addition to the above aggregate wage, deck and engine room ratings shall be paid "keep" allowance at the rate of \$2 per week for all periods of time off of seven consecutive days or more (part weeks to be calculated on a pro rata basis).

7. The Master and Chief Engineer will endeavour to ensure that the total work load will be equitably shared among all deck and engine room ratings at all times.

8. The Master and Chief Engineer shall make every endeavour to allow deck and engine room ratings a reasonable period for broken meal hours during times normally observed.

9. In the event of a deck or engine room rating being unable to rejoin a vessel due to accident, illness, etc., relief will be provided from those due to proceed on time off pending an alternative relief becoming available.

10. The provisions of –

- Clause 4 (Shipwrecked Seamen)
- Clause 5 (Living Ashore)
- Clause 15 (Safety of Ship)
- Clause 26 (Engagements)
- Clause 27 (Discharge)
- Clause 30 (Industrial Clothing)
- Clause 34 (Medical Benefits)
- Clause 38 (Sailing Board)
- Clause 39 (Pension Scheme)
- Clause 41 (Safety of Crew)
- Clause 42 (Definitions)
- Clause 44 (Incapable of Performing Duty)
- Clause 46 (Preference)
- Clause 47 (Award and Articles)
- Clause 48 (Ship's Articles)
- Clause 49 (Disputes)
- Clause 50 (Behaviour)

of the New Zealand Seamen's Award dated 10th April 1972 shall be deemed to be part of this agreement.

11. In the event of a vessel being short handed by one person in either deck or engine department and no replacement being readily available, the normal schedule of the vessel (including sailing) shall continue and the daily wage rate of the missing seaman divided among the other members of the department concerned.

12. The intention of this agreement is that the deck and engine room ratings will be available for duty to ensure the efficient running and maintenance of these vessels. In the event of unauthorised absence, a deduction of wages at the rate of one eleventh of a day's pay for each hour absent shall be made.

13. The normal hours of labour in port shall be 8 hours per day Mondays to Fridays inclusive to be worked between the hours of 8 a.m. and 5 p.m. The normal hours of labour at sea shall be 8 hours per day Mondays to Sundays inclusive for watch-keepers and 8 hours per day Mondays to Saturdays inclusive for day workers. Notwithstanding the foregoing provisions of this clause the intent of all parties to this agreement shall be that sufficient labour shall be available at all times to provide for cargo loading and discharging operations, mooring and unmooring, shifting ship or assisting with urgent repairs in case of breakdown.

14. In Wellington when "in Port" conditions prevail, seamen other than garmen shall be permitted to cease work at 4.00 p.m. At all other Ports the time shall be 4.40 p.m.

15. On any occasion when M.V. "Ligar Bay" is required to carry bulk cement loaded at Wilsons (NZ) Portland Cement Limited Portland Wharf, the following extra weekly rates shall be paid to seamen on duty for the period M.V. "Ligar Bay" is operating on the Portland trade.

Pumpman/Greaser, "Ligar Bay": \$22.00.

Able Seaman and Bosun, "Ligar Bay": \$16.50.

Crew Attendant, "Ligar Bay": \$11.00.

Deck Boy, "Ligar Bay": \$11.00.

All members of Seamen's Union on duty on M.V. "Golden Bay": \$11.00.

Time engaged in operating from Portland shall be calculated from the time of departure from the last port at which a Tarakohe-loaded cargo is discharged, prior to proceeding to Portland, until the time of next arrival at Tarakohe. When cement loaded at Tarakohe is delivered to any bulk depot operated by Wilsons (NZ) Portland Cement Limited, these special rates shall also apply from the date of departure from Tarakohe to the day of next arrival at Tarakohe.

16. The introduction of this salary and leave system as set out is intended to give seamen a leave system which will enable them to plan their time ashore on an average earnings basis and to allow the company to sail and work the vessels as necessary to achieve good utilisation of both vessels, such utilisation being governed by the market demands for cement at the company's various bulk depots.

17. Term of Agreement – This agreement shall be effective in respect of rates of wages, from 1st April, 1973 with all other conditions applying from 16th May, 1973 and shall continue in force until 31st March, 1974.

Signed for New Zealand Seamen's Union:

J. Woods.

Witnessed by Wm. Martin.

Signed for the Tarakohe Shipping Co. Ltd:

A. G. Smith.

Witnessed by C. C. Dickenson.

Published and issued by the New Zealand Government Department of Labour

THE TARAKOHE SHIPPING COMPANY LTD. SEAMEN'S – ORDER OF THE INDUSTRIAL COMMISSION PURSUANT TO REGULATION 48 (1) OF THE WAGE ADJUSTMENT REGULATIONS 1974 AND REGULATION 13 (1) OF THE ECONOMIC STABILISATION REGULATIONS 1973

Dated 18/7/74

The Tarakohe Shipping Company Limited Seamen's Industrial Agreement – dated the 7th June 1973 shall be deemed to be amended as follows:

Delete Clause 5 and substitute the following:

Clause 5

The aggregate wage rates to be paid fortnightly shall be:

	\$
Bosun	292.69
Able Seamen	279.78
Qualified Ordinary Seamen	170.99
Unqualified Ordinary Seamen	157.17
Crew Attendant	227.84
Pumpman/Greaser (Golden Bay)	267.80
Pumpman/Greaser (Ligar Bay)	255.81
Deck Boy	120.41

This amendment shall be deemed to have come into force on the 1st day of April 1974.

Dated at Wellington, this 18th day of July 1974.

G. O. Whatnall, President.