
NEW ZEALAND SEAMEN—AMENDMENT OF AWARD

In the Court of Arbitration of New Zealand—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of the New Zealand Seamen Award, dated the 12th day of February 1964, and recorded in 64 Book of Awards 129.

IN pursuance and exercise of the powers conferred on the Court by section 154 of the Industrial Conciliation and Arbitration Act 1954, and upon application made in that behalf and with the consent of the parties concerned, partial exemption from the New Zealand Seamen Award, dated the 12th day of February 1964, is hereby granted to the Union Steam Ship Co. of New Zealand Ltd., as managers of bulk petroleum tankers operated on behalf of New Zealand Oil Companies, in the manner and subject to the conditions hereinafter specified:

(1) There shall be added to subclause (a) of clause 1 (Wages) the following classifications and wage rates:

	Per Calendar Month		
	£	s.	d.
"Pumpman	63	0	0
Fireman/pumpman/greaser	58	2	6"

(2) There shall be added to clause 1 (Wages) the following new subclauses:

"(f) *Pumpman*—On a bulk petroleum tanker, the pumpman should be responsible for operating all pumping gear and machinery and maintaining and servicing all cargo handling, pumping and deck gear machinery.

During cargo handling or ballasting operations he will be responsible to the chief officer. At all other times and for all other work he will be responsible to the chief engineer."

"(g) *Tanker Allowance*—As compensation for special conditions applying on tankers an allowance of £3 per calendar month shall be made. This allowance shall only be paid while on articles."

(3) Subclause (e) of clause 2 (Payment of Wages) shall apply with the words "or at any loading/discharging port in Australia" added thereto.

(4) In lieu of the second paragraph of subclause (d) of clause 8 (Overtime) the following provision shall apply:

"This time off shall be granted in periods of not less than four hours from 8 a.m. to noon, or 1 p.m. to 5 p.m. or in periods of not less than six hours completing at 5 p.m. Time off due under this subclause which is not granted within ninety days shall be paid for on the following monthly pay day."

(5) In lieu of subclause (a) of clause 9 (Weekly Time Off) the following provision shall apply:

"(a) Each seaman shall be entitled to leave of absence from his ship for a time equivalent to four working hours for each week he has been employed, and such time off shall be given at his home port or, in the case of trans-Pacific, Eastern and/or intercolonial ships, either at his home port or at any of the main ports—viz., Auckland, Tauranga, Gisborne, Napier, Wellington, Picton, Nelson, Lyttelton, Timaru, Oamaru, Port Chalmers, Dunedin, Bluff, New Plymouth, Suva, San Francisco, San Pedro, Vancouver, Newcastle, Sydney, Hobart, Melbourne, Adelaide, Brisbane, or Fremantle. By agreement with the seaman any such time off may be allowed at any other port than those referred to herein. This time is to be given during a working day from 7 a.m. to 5 p.m. and if not given shall be allowed to accumulate for not longer than five months in the case of trans-Pacific and Eastern cargo ships and bulk petroleum tankers, and for not longer than three months for all other ships, and then be given in whole days or part days at the home port or other main port as hereinbefore provided. Following the expiry of the said period of three months or five months, as the case may be, when the next monthly wages are being paid or when a seaman is paid off any weekly time off remaining due shall be paid for at the rate of four hours overtime for each half day owing."

(6) The provisions of clause 11 (Optional Overtime) shall not apply.

(7) There shall be added to subclause (a) of clause 27 (Miscellaneous) the following proviso:

"Provided that on bulk petroleum tankers, cleaning of tanks shall be regarded as part of a seaman's duties at sea and in port and the payment of 1s. 9d. per hour shall be paid only when a seaman enters a tank for this purpose."

(8) In lieu of subclause (a) of clause 36 (Stop-work Meeting) the following provision shall apply:

“(a) If deemed necessary by the union executive, a stop-work meeting shall be allowed once a month at the ports of Auckland, Wellington, Lyttelton, Dunedin, and once a quarter at the port of Napier, between the hours of 8 a.m. and 10.30 a.m., such time to count as hours of labour for the day. For this purpose ships at Onehunga shall be deemed ships at Auckland and ships at Port Chalmers shall be deemed ships at Dunedin.

Any seaman given leave to attend such stop-work meeting and who is not back on board his ship by 10.45 a.m. shall not be entitled to have the time of attendance at the stop-work meeting included in his hours of labour for the day and shall forfeit one-eighth of a day's sea-pay for each hour or portion of an hour he is so absent after 10.45 a.m., but at Onehunga, Devonport, Point Howard and Miramar wharves the time for return shall be 11 a.m., and at Port Chalmers 1 p.m. No alteration in the customary meal hours shall be made for the purpose of attendance at the stop-work meeting.”

(9) In lieu of subclause (d) of clause 36 (Stop-work Meeting) the following provisions shall apply:

“(d) In all cases sufficient competent deck and engineroom ratings shall be left on board.”

(10) The provisions of clause 49 (Cargo Work) shall not apply.

(11) In lieu of clause 54 (Disputes) the following provisions shall apply:

“Disputes

(a) The essence of this award being that the work of the petroleum industry shall in no way be impeded and that no avoidable delay to tanker shipping shall occur, it is hereby provided that the work shall always proceed as if no dispute had arisen, and if any dispute or difference shall arise between the parties bound by this award on any matter whatever arising out of or in connection therewith, every such dispute or difference as the same shall arise shall be determined between a representative of the union and the employer either at Wellington, Auckland, Dunedin, or Lyttelton. Should they be unable to reach agreement, then the dispute or difference shall be referred to a committee to consist of two representatives of the union and two representatives of the employer who may, should they so desire, appoint an independent chairman for decision. The decision of this committee, or of the chairman thereof in the event of the members failing to agree, shall be binding, except that any party adversely affected thereby shall have the right, within 14 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.

(b) Notwithstanding any other provisions of this award or this order the parties hereto agree that any dispute affecting seamen on any vessels other than a tanker shall in no way affect the seamen employed on tankers and shall not give rise to any dispute stoppage or other delay to the normal operations of such tankers.”

(12) The provisions contained in this order shall apply only to bulk petroleum tankers operated by the Union Steam Ship Co. of New Zealand Ltd. on behalf of the oil industry for which articles are taken out in New Zealand and to this extent the provisions of clause 53 (Application of Award) are modified accordingly.

Dated this 25th day of August 1965.

[L.S.]

A. P. BLAIR, Judge.