

(4298.) NEW ZEALAND MARINE ENGINEERS (UNION STEAMSHIP COMPANY).—AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District. — In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Union Steamship Company of New Zealand (Limited) (hereinafter called “the employer”) and the Wellington District of the Australasian Institute of Marine Engineers’ Industrial Union of Workers (hereinafter called “the union”).

THE Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard the employer by its representative duly appointed, doth hereby order and award:—

That, as between the union and the members thereof and the employer, 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 employer, 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 employer 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 the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as from the 1st day of April, 1916, and shall continue in force until the 1st day of April, 1919, and thereafter as provided by subsection (1) (d) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 17th day of May, 1916.

T. W. STRINGER, Judge.

#### SCHEDULE.

##### *Wages.*

1. The rates of wages to be paid per calendar month to engineers employed on steamers belonging to the employers shall be as follows:—

On the basis of the nominal horse-power of each steamer:—

Nominal Horse-power.	Chief.			Second.			Third.			Fourth.		
	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.
(a.) Between 80 and 100 ..	25	6	0	20	2	6	17	16	6	..	..	..
(b.) 100 and under 150 ..	26	9	0	20	2	6	17	16	6	..	..	..
(c.) 150 .. 200 ..	27	12	0	21	17	0	18	8	0	..	..	..
(d.) 200 .. 250 ..	29	18	0	23	0	0	19	11	0	16	2	0
(e.) 250 .. 350 ..	32	4	0	23	0	0	19	11	0	16	2	0
(f.) 350 .. 450 ..	34	10	0	24	3	0	20	14	0	17	5	0
(g.) 450 .. 600 ..	36	16	0	25	6	0	20	14	0	17	5	0
(h.) Over 600 N.H.P. ..	39	2	0	25	6	0	20	14	0	17	5	0

All under the rank of fourth engineer, £13 16s. per calendar month.

The above scale does not prescribe the number of engineers to be carried in any steamer.

The nominal horse-power is to be ascertained by dividing the sum of the squares of the diameters in inches of the steam-engine cylinders in the engine-room by 30. Pulsometers and accumulators shall not, however, be included in the computation of the nominal horse-power. But in the case of a turbine steamer, or a steamer

with combination reciprocating and turbine engines, it is to be ascertained by multiplying the grate-area in square feet of the main boilers by  $1\frac{1}{4}$ .

The grate-area of a furnace is to be ascertained by multiplying the length in feet of its fire-grate by the mean width in feet of the fire-grate.

“Main boiler” means any boiler used in the propulsion of the steamer.

The classification of turbine steamers or steamers with combination reciprocating and turbine engines shall be subject to modification in accordance with the extent of their grate-area as it stands from time to time, or in accordance with the number of main boilers in use for the time being: Provided that the classification of a steamer shall not be altered unless the grate-area or number of main boilers in use has been reduced or increased for a period of one month or more.

#### *Hours of Work.*

2. The time of duty in port or at sea, or partly in port and partly at sea, shall not be more than eight hours in a day, exclusive of meal-hours.

The hours of duty in port shall be between 7 a.m. and 5 p.m.

This clause shall not apply to chief engineers.

#### *Overtime Payment.*

3. For all duty (other than as hereinafter provided) over the time of duty, or (in port) outside the hours of duty, an engineer (other than a chief engineer) shall be entitled to overtime payment at the rate of 2s. 6d. per hour.

Subject to the provisions of this clause as to payment of overtime, all engineers shall be liable for duty at any time at sea or in port.

Exclusive of the time or hours of duty, and without payment of overtime, all engineers shall—

- (a.) Do “stand-by” duty for a time not exceeding on any one occasion half an hour under a “stand-by” order when the vessel is moving within the limits of a port.
- (b.) Do shipkeeping, if required, at ports other than the principal ports herein defined.
- (c.) Attend, when required, any boat drill, fire drill, or medical inspection.
- (d.) Do any work caused by a breakdown impairing the safe navigation or safety of the vessel at sea.
- (e.) Do any clerical work required in connection with the engine-room and stokehold departments.

For shifting ship (except in the hours of duty) a chief engineer on duty shall be entitled to extra payment at the rate of 5s. per hour of duty, and other engineers on duty shall be entitled to extra payment at the rate of 2s. 6d. per hour of duty, with, in

each case, a minimum payment of half an hour. The time of shifting ship is to be reckoned from the time at which the steam is to be ready. For warming up preparatory to shifting ship (except in the hours of duty) an engineer shall be paid at the overtime rate.

#### *Shipkeeping.*

4. When in any of the principal ports an engineer is called upon to remain on board as shipkeeper from 5 p.m. to 7 a.m. he shall be paid the sum of 10s. (or 15s. if he is not provided with accommodation on board), or be allowed a working-day off within a month in lieu thereof.

Shipkeeping duty performed on Sundays or holidays between the hours of 7 a.m. and 5 p.m. shall be counted as ordinary duty, and shall not entitle the engineer to overtime payment or time off.

Notwithstanding anything contained in clause 3 of this award, if the services of an engineer who is shipkeeping be used for the purpose of shifting ship, or warming up preparatory to shifting ship, he shall be paid at the rate of 1s. 9d. per hour of duty (in addition to the payment for shipkeeping), and any fraction of the first hour shall be reckoned as a whole hour.

#### *Engineers on Watch.*

5. Engineers shall not be required to keep watches in port, except in an unsafe port, or unless the stay in port be less than twenty-four hours, or except for a time not exceeding twelve hours before the departure of a vessel.

#### *Holidays.*

6. After twelve months' continuous service with the employers engineers shall be entitled, in each year, to leave of absence on full sea-pay (without victualling-allowance), at such time as the employers shall determine, as follows: Chief engineers, twenty-one days; all other engineers, fourteen days.

The employers shall arrange for the leave of absence to begin and end at the engineer's home port.

Each engineer shall supply the employers within one month of the date of this award (or as soon thereafter as practicable) with the name of his home port, which shall, if possible, be within the usual voyage of his ship, failing which it shall be a port which is mutually accepted as reasonable.

At the option of the employers the leave of absence may be postponed in whole or in part, and the unused leave accumulated, so that it be not postponed beyond the third year.

In all cases the employers shall give the engineer as early notice as practicable of the date upon which his holiday is to commence.

When an engineer gets leave of absence he shall be entitled to free first-class passage in any steamer of his employer that goes to or towards his home port.

Upon his leave of absence expiring, if an engineer reports himself as ready to resume duty and his ship is not available within ten days thereafter, and he is not in the meantime appointed to another ship, he shall be paid wages at holiday rates (without victualling-allowance) as from the expiration of the said period of ten days.

The holiday for an engineer who has been promoted during the period entitling him to the holiday shall be calculated proportionately to the respective times of his service in each rank.

After twelve months' continuous service, if an engineer resigns, or is discharged for any cause other than misconduct, he shall receive payment in lieu of the holiday in proportion to the time of service from the date his last holiday became due.

#### *Sundays and Holidays.*

7. For all duty in port on Sundays or holidays, even within the time or hours of duty, an engineer (other than a chief engineer) shall be paid at the overtime rate. This provision shall not apply to shipkeeping, nor to duty on watch under clause 5.

Whenever his vessel is engaged on an excursion on a Sunday or any public holiday, or departs from port on a Sunday or public holiday (except in the case of bar harbours, or the departure of the vessel on the previous day having been prevented by unfavourable weather-conditions), each engineer shall be entitled to an extra day's sea-pay.

#### *Time off.*

8. Subject to the approval of the chief engineer, engineers shall be allowed reasonable "time off" at their home ports, or at other ports in cases in which the home port of the engineer is not within the voyage of the ship. Such reasonable "time off" shall, whenever possible, include a period of twenty-four consecutive hours off duty once in every calendar month, and, if practicable, this interval shall be given in the engineer's home port or in one of the principal ports: Provided that should such period of twenty-four hours be not given in any month it may accumulate from month to month, and the time so accumulated be given at a time or times to be mutually arranged between the engineer and his employer.

#### *Travelling.*

9. Whenever an engineer has to pass, for the purposes of the employer, from one port or place to another he shall be paid his reasonable travelling-expenses at first-class rates, and shall also receive full pay for the time occupied in travelling and until he joins his ship.

#### *Steamers out of Commission.*

10. While a steamer is out of commission or laid up for repairs, if the employers retain, for fitting or any other purpose, the services of an engineer who was the last of his rating borne on

the articles in force for that steamer immediately prior to going out of commission or being laid up for repairs, the engineer shall be entitled for the time actually employed, but not exceeding a period of fourteen days, to full sea-pay, and also (if not "found" on the steamer) to victualling-allowance, and for any time thereafter (if still retained) the engineer (if chief or second) shall be entitled to full sea-pay only, and (if under chief or second) shall be entitled to not less than the minimum shop rates for fitters' work of the same class in the port.

*Getting Ready for Sea.*

11. When an engineer, before signing articles, is sent on board ship for the purpose of getting her ready for sea his right to pay and provisions (or victualling-allowance) shall be taken to begin at the time he goes on board for the purpose.

*Victualling-allowance.*

12. When retained in port and not found by the ship (except as provided in clause 10) engineers shall be paid victualling-allowance as follows: Chief engineers, 11s. per day; all other engineers, 7s. per day.

*Transfers.*

13. Whenever an engineer has to change his home port in consequence of a transfer from one service or ship of the employer to another he shall be allowed, on giving reasonable notice, free first-class passage for his family and free conveyance for his effects in any steamer of the employer that goes to or towards his destination.

This clause shall not, however, apply in the case of an engineer who changes his home port to suit his own convenience, and not as the result of his transfer by the employer from one service or ship to another.

When an engineer is at his own request transferred from one steamer to another he shall not be entitled to wages or victualling-allowance while waiting.

*Sick-pay.*

14. Sick-pay to be in accordance with the provisions of the New Zealand Shipping and Seamen Act, 1908, and its amendments.

*Uniform-trimmings.*

15. Should the engineer requisition for same, one set of uniform-trimmings shall be provided by the employer, in each year, free of charge to any engineer who is required by the employer's regulations to wear uniform.

*Exemptions.*

16. This award shall not apply to the Union Steamship Company's steamers "Terawhiti," "Natone," and "Tuatea," or to

any other steamers of the same character which may be employed in addition to or in substitution for the said steamers.

*Application of Award.*

17. This award shall, subject to the following exceptions, apply to steamers for which articles are taken out in New Zealand or Australia. The exceptions are—

- (a.) Passenger and [or] cargo steamers which are usually employed on Australian articles in the trans-Pacific and [or] South Pacific island trades.

The vessels coming under the heading of "cargo steamers which are usually employed" within the meaning of the foregoing paragraph are the "Waikawa," "Waimarino," and "Waihemo," or such vessel or vessels as may from time to time be substituted for them.

In the event of a steamer or steamers at present running from Australia in the South Pacific island trades making a port of call in New Zealand such steamer or steamers shall come under this award.

- (b.) Steamers exclusively employed in the inter-State trades of the Commonwealth of Australia.
- (c.) Steamers employed in trading with the United Kingdom.

*Definitions.*

18. "Week" means from midnight Saturday to midnight Saturday.

"Working-day" means any day other than a Sunday or a holiday.

"Principal ports" are the ports of Auckland, Wellington, Lyttelton, Dunedin, Port Chalmers, Timaru, Bluff, Westport, Greymouth, and any loading or discharging port beyond New Zealand with the exception of ports in the South Pacific islands other than Papeete, Suva, and Apia.

"Shipkeeping" covers only such duties as may be necessary for the safety of the vessel and its machinery in port, including the doing of any repairs that may be necessary for machinery-running.

"Holiday" means any public holiday, but if a different day be kept as the holiday in different countries, States, or districts, the first of such days on which the vessel is in any port shall be taken as intended.

"Day" means from midnight to midnight.

"Arrival" means the time when the vessel is moored at a place where she ships or unships cargo, coal, or passengers.

"Departure" means the time when the vessel is unmoored to proceed to sea.

"At sea" refers to the time from departure to arrival.

"In port" refers to the time from arrival to departure.

*Term of Award.*

19. This award shall come into force as from the 1st day of April, 1916, and shall continue in force until the 1st day of April, 1919.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 17th day of May, 1916.

T. W. STRINGER, Judge.

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## MEMORANDUM.

This award embodies without alteration the recommendations of the Conciliation Council, which the parties agreed to accept.

T. W. STRINGER, Judge.

NOTE.—Section 90, subsection (1) (*d*), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiration of the currency of the award, the award shall continue in force until a new award has been duly made or an industrial agreement entered into, except where the registration of an industrial union of workers bound by such award has been cancelled.

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