

**AUCKLAND MARINE ENGINEERS.—AGREEMENT UNDER
LABOUR DISPUTES INVESTIGATION ACT, 1913.**

THIS agreement, made in pursuance of the Labour Disputes Investigation Act, 1913, this 17th day of August, 1937, between the Northern Steamship Co., Ltd., A. G. Frankham, Ltd., Wilsons (N.Z.) Portland Cement, Ltd., G. H. George and Co., Ltd., Winstone Ltd., J. J. Craig, Ltd., Aspden Shipping Co., Ltd., Watkin and Wallis, Parry Bros., Ltd., A. Miller, Kauri Timber Co., Ltd., Captain H. Carey, Captain J. M. Hall, and J. Carey and Co. (hereinafter referred to as "the employers"), of the one part, and the New Zealand Institute of Marine and Power Engineers, Incorporated, Auckland Branch (hereinafter called "the institute"), of the other part, whereby it is mutually agreed by and between the parties hereto as follows:—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the said parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

**THE NEW ZEALAND INSTITUTE OF MARINE AND POWER
ENGINEERS.—AGREEMENT.**

AGREEMENT made this 17th day of August, 1937, between the Northern Steamship Co., Ltd., A. G. Frankham, Ltd., Wilsons (N.Z.) Portland Cement, Ltd., G. H. George and Co., Ltd., Winstone Ltd., J. J. Craig, Ltd., Aspden Shipping Co., Ltd., Watkin and Wallis, Parry Bros., Ltd., A. Miller, Kauri Timber Co., Ltd., Captain H. Carey, Captain J. M. Hall, and J. Carey and Co. (hereinafter called "the employers"), of the one part, and the New Zealand Institute of Marine and Power Engineers, Incorporated, Auckland Branch (hereinafter called "the institute"), of the other part, witnesseth that it is hereby mutually agreed by and between the said employers and the said institute as follows:—

Wages.

1. (a) The minimum rate of wages to be paid per calendar month to marine and power engineers employed on vessels belonging to the employers shall be as set out in the following

schedule and based on the nominal horse-power in the case of steam-vessels and brake horse-power in the case of motor-vessels as shown in the register of each vessel.

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SCHEDULE.

Trading-vessels.

STEAMERS.

Nominal Horse-power.	Chief Engineer.			Second Engineer.
	£	s.	d.	
Under 30	31	0	0	Sole engineer.
30 and under 40	32	4	0	Sole engineer.
40 and under 50	32	10	0	£ s. d. 28 0 0
50 and under 100	34	0	0	28 0 0
100 and under 110	34	10	0	28 10 0
	40	0	0	Sole engineer.

MOTOR-VESSELS.

Brake Horse-power.	Chief Engineer.			Second Engineer.
	£	s.	d.	
Under 30	24	0	0	Sole engineer.
30 and including 60	29	0	0	Sole engineer.
61 and under 100	29	6	6	Sole engineer.
100 and under 120	34	10	0	Sole engineer.
120 and under 150	30	10	0	£ s. d. 24 0 0
150 and under 200	31	0	0	25 0 0
200 and under 250	32	0	0	26 0 0
250 and under 270	32	10	0	26 10 0
270 and under 310	33	0	0	27 0 0

SAND AND SHINGLE VESSELS.

Brake Horse-power.	Sole Engineer.		
	£	s.	d.
60 and under	22	0	0
61 to 100	24	0	0
Over 100	26	0	0

In addition to the foregoing wages the following "trip-money" shall be paid:—

For each trip made to Parengarenga or East Cape, two pounds (£2).

For each trip made to other places outside the Auckland extended harbour limits, not including Cape Colville, one pound (£1).

For each trip made to places within the Auckland extended harbour limits, including to Cape Colville, ten shillings (10s.).

In all cases where a vessel takes a load from one port to another and a load back on the return trip the engineer shall receive, for the round voyage, "trip-money" as for a trip and a half.

(b) Harbour and Extended Harbour Limits: For vessels employed principally in harbour or extended harbour limits the foregoing rates according to classification, less 5 per cent., shall be paid.

(c) The foregoing scale does not prescribe the number of engineers to be carried in any vessel.

(d) For the purpose of calculating payments for broken periods a calendar month shall be reckoned as thirty days.

(e) One-half of each month's wages shall be paid on the first and sixteenth of each calendar month or as soon after as the vessel arrives at Auckland or Onehunga, bank holidays and Sundays excluded.

Hours of Work.

2. (a) In vessels carrying two engineers the hours of work shall be forty-eight (48) per week. All hours worked in excess of forty-eight (48) in each week shall be paid for at overtime rates.

(b) In vessels carrying a single or sole engineer there shall be no limitation of hours.

Duty.

3. (a) Engineers' duties shall not extend beyond the engine-room, except as regards the repairs and upkeep of all winches and the starting of motor-winches.

(b) In vessels of 60 b.h.p. and under engineers shall, in addition to the foregoing duties, continue the practice of driving winches when cargo is being worked.

Overtime.

4. All overtime shall be paid for at 3s. 9d. per hour.

Saturday Afternoon in Port.

5. When a vessel is in port on a Saturday, except when such vessel is taking in or discharging cargo, shifting ship, and/or is sailing the same day or early on the Sunday morning, all work shall cease in the engine-room at 1 p.m.

Holidays.

6. (a) The following holidays shall be generally observed in port: Christmas Day, Boxing Day, New Year's Day, Anniversary Day, Good Friday, Easter Monday, the birthday

of the reigning Sovereign, Labour Day, and Anzac Day. Should an engineer be required to be on duty after 10.30 a.m. on any of the foregoing holidays for the purpose of carrying out repairs he shall be entitled to an extra day's holiday added to his annual leave.

(b) Every engineer after twelve months' continuous service shall be entitled to leave of absence on full sea-pay as follows: Chief and sole engineers in vessels over 60 b.h.p., for a continuous period of twenty-one days; all other engineers, for a continuous period of fourteen days.

(c) By mutual arrangement the leave of absence may be allowed to accumulate over a period not exceeding two years.

(d) Engineers retiring from service shall be paid for the term of the holiday due to them.

(e) When an engineer's holiday leave has expired and his ship is not available he shall receive full sea-pay for a period not exceeding forty-eight (48) hours, or join another vessel, as may best suit the convenience of the employers.

(f) When practicable, a week's notice is to be given to engineers to take their holidays.

(g) Annual holiday to commence the day after the engineer signs off.

Victualling-allowance.

7. (a) When engineers are retained in port and not found by ship they shall be entitled to full sea-pay and the following victualling-allowance for a period not exceeding fourteen days. Chief or sole engineers 8s. 6d. per day, and all other engineers 7s. 6d. per day, after which, if still retained for service, the victualling-allowance shall cease, and they shall be entitled only to their sea-pay during the further period of retention beyond the aforesaid fourteen days.

(b) In the case of a vessel put out of commission or laid up for extensive repairs or alterations and her engineers are retained for service, they shall be entitled during the time so employed, but not exceeding fourteen days, to full sea-pay, and also (if not found by the ship) to victualling-allowance as provided in subclause (a) hereof. Should their services be further required they shall only be entitled to their full sea-pay when so employed, or they may be transferred to another vessel at the option of the company.

Transit.

8. When an engineer has to change his home port in consequence of a transfer from one service or ship of the employers to another he shall be allowed, on giving reasonable notice, free first-class passage for himself and family in any of

the employers' vessels that go 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 a result of a transfer by the employers from one vessel or service to another, nor between Onehunga and Auckland or *vice versa*. When an engineer is at his own request transferred from one vessel to another he shall not be entitled to wages or victualling-allowance while waiting.

Temporary Employment.

9. (a) Second engineers in temporary employment as chief engineers shall be paid the same rate as the latter. If in any case the above rating and classifications given to any ship should be lower than that already being received by the engineer no reduction shall on that account be made in such engineer's pay while in temporary charge.

(b) When an engineer is in temporary charge of an engine-room of a ship of a lower class than his own rating as above determined he shall, unless he has been actually disrated, continue to receive pay at his own rates.

(c) When in temporary charge of an engine-room of a higher class than his own rating he shall receive the pay herein offered for the engineer of such vessel.

(d) *Pro rata* holiday leave shall be allowed to each relieving engineer who has served continuously for not less than three months.

Transfer.

10. In the case of a transfer all engineers shall have wages paid till date of joining ship. Tram and boat fares shall also be paid when travelling between Onehunga and Auckland, or Auckland and Calliope Dock, and *vice versa*, when on the company's business.

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 of victualling-allowance in accordance with clause 7 (a) hereof shall be taken to begin at the time he goes on board for the purpose.

Accommodation.

12. The employers shall make the necessary arrangements to ensure that the engineer's accommodation is kept in a clean, sanitary condition, and shall be fumigated and painted once every year, and shall provide bedding, linen, and soap.

Sick-pay.

13. Sick-pay to be in accordance with the provisions of the Shipping and Seamen Amendment Act, 1911, section 6.

Workers to be Members of Union.

14. It shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this agreement.

Definitions.

15. "A week" shall mean the time from and including Sunday to midnight on Saturday.

"Sand and shingle vessel" shall mean any vessel engaged in the following trades out of the Port of Auckland: The carriage of sand, shingle, firewood, owners goods, and/or the carriage of goods to places other than those to which there is a regular shipping service.

Ship's Articles.

16. The following clause shall be inserted in the articles of agreement of ships coming within the scope of this agreement and belonging to the employers who are bound hereby:—

"It is also agreed that the agreement between the employers and the New Zealand Institute of Marine and Power Engineers (Auckland Branch) dated 17th August, 1937, in respect of wages and conditions shall form part of this agreement and is incorporated therein."

Retrospective Pay.

17. Wages shall be retrospective to the 1st day of March, 1937, except in the vessels owned by Parry Bros., Ltd., and the Aspden Shipping Co., Ltd., in such case the wages shall be retrospective to the 1st day of May, 1937. In all sand and shingle vessels the wages shall be retrospective to the 1st day of June, 1937.

Exemption.

18. In all vessels classed as sand and shingle vessels the wages as prescribed in clause 1 (a) for this class of vessel shall be paid and all other conditions of this agreement shall apply, excepting such conditions provided for in clauses 1 (b), 2, 3, 4, 5, 8, 9, 10, 11, and 12, from which such vessels shall be exempt.

Term of Agreement.

19. This agreement shall come into force on the 1st day of August, 1937, and shall continue in force until the 31st day of July, 1938, and thereafter until superseded by a fresh agreement or terminated by one month's notice in writing given by either party of their wish so to do.

The Northern Steamship Co., Ltd.:
R. C. HAMMOND, General Manager.

A. G. Frankham, Ltd.:
A. G. FRANKHAM.

Wilson's (N.Z.) Portland Cement, Ltd.:
G. WHYTE.

G. H. George and Co., Ltd.:
G. H. GEORGE.

Winstone Ltd.:
G. WINSTONE.

J. J. Craig, Ltd.:
S. J. HANNA.

Aspden Shipping Co., Ltd.:
W. E. ASPDEN.

Watkin and Wallis:
P. WALLIS.

Parry Bros., Ltd.:
HENRY T. PARRY.

A. Miller:
A. S. MILLER.

Kauri Timber Co., Ltd.:
J. J. JACKSON.

Captain H. Carey:
H. E. CAREY.

Captain J. M. Hall:
J. M. HALL.

J. Carey and Co.:
JOHN CAREY.

For the New Zealand Institute of Marine and Power Engineers, Incorporated, Auckland Branch—

[L.S.]

WM. EDWARDS, President.
D. H. STURROCK, Secretary.

NOTE.—This agreement, made under the Labour Disputes Investigation Act, 1913, was filed with the Clerk of Awards at Auckland, pursuant to section 8 (1) of the said Act, on the 10th day of September, 1937.