

IMPERIAL CHEMICAL INDUSTRIES (N.Z.), LTD., AND NOBEL
(AUSTRALASIA) PTY., LTD., **MARINE ENGINEERS.**—AGREE-
MENT UNDER LABOUR DISPUTES INVESTIGATION ACT,
1913

In the Court of Arbitration of New Zealand.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the agreement made on the 1st day of June, 1946, between Imperial Chemical Industries (N.Z.), Ltd., and the New Zealand Institute of Marine and Power Engineers (Inc.), Auckland Branch.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no agreement made in pursuance of the Labour Disputes Investigation Act, 1913, shall come into force until it is filed under section 8 of the said Act: And whereas it is provided, further, that no such agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the agreement made on the 1st day of June, 1946, between Imperial Chemical Industries (N.Z.), Ltd., of the one part, and the New Zealand Institute of Marine and Power Engineers (Inc.), Auckland Branch, of the other part: Now, therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said agreement for the purposes of the said regulations.

Dated this 14th day of February, 1947.

[L.S.]

A. TYNDALL, Judge.

IMPERIAL CHEMICAL INDUSTRIES (N.Z.), LTD., AND NOBEL (AUSTRALASIA) PTY., LTD., MARINE ENGINEERS.—AGREEMENT UNDER LABOUR DISPUTES INVESTIGATION ACT, 1913

AGREEMENT made this 1st day of June, 1946, between Imperial Chemical Industries (N.Z.), Ltd. (representing Nobel (Australasia) Pty., Ltd., Melbourne, Australia, in the case of the a.s. "Huia" and the a.s. "Piri"), hereinafter called "the employers," on the one part, and the New Zealand Institute of Marine and Power Engineers (Inc.), Auckland Branch, hereinafter called "the institute," on 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 rates of wages to be paid per calendar month to engineers employed on vessels belonging to the employers shall be as follows:—

| Vessel. | Chief. | | | Second. | | |
|------------------------|--------|----|----|---------|----|----|
| | £ | s. | d. | £ | s. | d. |
| "Piri" (b.h.p. 240) .. | 37 | 17 | 8 | 31 | 11 | 2 |
| "Huia" (b.h.p. 157) .. | 35 | 11 | 8 | 29 | 16 | 8 |
| "Miro" (b.h.p. 120) .. | 35 | 1 | 8 | .. | .. | .. |

For the purpose of calculating payment for broken periods, a calendar month shall be reckoned as thirty days

The above scale does not prescribe the number of engineers to be carried on any vessel.

Hours and Overtime

2. (a) Except as hereinafter provided, 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.

(b) The hours of duty in port shall be between 7 a.m. and 5 p.m., except when the master considers the vessel is in an unsafe position.

(c) Should an engineer be on duty for twenty-four hours consecutively, he shall have eight hours off duty for rest and such eight hours shall not be counted as time off: Provided that if the vessel leaves port before the eight hours off duty are completed, such rest period shall cease at the hour of departure.

(d) "Standing by" to be counted in the hours of duty for the day, and if by reason of this work the hours are exceeded, overtime is payable, but only for the actual time in excess of eight hours.

(e) *A.k. "Miro" Clause.*—The clauses (a), (c), and (d) under paragraph 2 do not apply to the a.k. "Miro" and are substituted by the following:—

The Engineer on the a.k. "Miro" shall be paid 15 per cent. additional to the rates set out in clause 1 (a) "Wages" in lieu of overtime, excepting that, in addition, overtime rate shall be paid to the engineer whilst he is required to drive the winch.

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

(g) Attend when required any boat drill, fire drill, or medical inspection.

(h) Do any work which is required for the safety of the ship or affecting the safe navigation of the ship.

(i) Do the necessary meal reliefs.

Overtime

3. Except as otherwise provided, all duty performed in addition to the ordinary hours of duty shall be paid for at the rate of 4s. 6d. per hour.

Shipkeeping

4. (a) If required by the employer, an engineer may be called upon to remain on board as shipkeeper between 5 p.m. and 7 a.m., or on any Sunday or holiday between the hours of 7 a.m. and 5 p.m., and shall in each case be paid at the rate of 2s. 8d. per hour, with a maximum of £1 for one day or night. Duty caused by a breakdown of machinery shall be paid for by an additional 1s. 3d. per hour.

(b) Shipkeeping means remaining on board for the purpose of being available should the necessity to perform duty arise.

Annual Leave

5. (a) Every engineer who serves the employer continuously for twelve months shall be allowed by the employer leave of absence on full pay once in each year of his service—A chief engineer for a continuous period of twenty-eight days, and a second engineer for a continuous period of twenty-one days—at such time as the employer shall determine.

(b) The leave of absence shall begin and end at the home port of the employee.

(c) With consent of employer, this leave of absence may be postponed in whole or part and the unused leave accumulated so that it be not postponed beyond the second year.

(d) Upon the leave of absence expiring, if an engineer reports himself as ready to resume duty and employment is not immediately available, he shall be paid holiday rates while waiting at his home port.

(e) If an engineer serves in continuous employment for less than twelve months but for more than three months, he shall receive *pro rata* holiday pay for such service.

Victualling and Accommodation

6. (a) Where an engineer is required to work by a vessel off articles at his home port, he shall be paid his monthly wages with victualling but not accommodation allowance:—

| Rates— | Per Day. |
|---------------------------------------|------------|
| | s. d. |
| Victualling and accommodation | 17 6 |
| Victualling only | 10 0 |
| Accommodation only | 7 6 |

Weekly Time Off

7. Each engineer shall be entitled to be absent from his ship in his home port for a time equivalent to four hours for each week he has been employed. This time is to be given either at the beginning or end of, but during, a working-day from 7 a.m. to 5 p.m., and if not given shall be paid for at overtime rates (the decision on the “day off in port” claim by the Merchant Service Guild of N.Z. at present listed for hearing before the Arbitration Court in Wellington on 10th September, 1946, will be incorporated in this agreement, to take effect as from 1st June, 1946) or otherwise as provided herein.

By mutual agreement, these intervals may be given at ports other than the home port.

Holidays

8. (a) *In Port*.—For all duty in port on Sundays or holidays, even within the time or hours of duty, engineers shall be paid at the overtime rate; but this shall not apply to shipkeeping.

(b) *At Sea*.—In the case of vessels which are at sea on Sundays or holidays, engineers shall be entitled to one-eighth of their daily rate for each hour worked up to eight, and thereafter to overtime rates, or they may be granted time off at their home ports (at the rate of hour for hour) in lieu of the above payments: Provided such time off shall be given in full intervals of not less than twenty-four hours, or such intervals may be allowed to accumulate and be added to the annual leave.

(c) When time off is given in lieu of payment for time worked on Sundays or holidays, a full interval of twenty-four hours shall be given for every eight hours worked.

(d) If the sailing of a vessel on Sunday is caused through her being detained in a bar harbour or if a vessel is prevented owing to the bar harbour being unworkable from entering a bar harbour until Sunday, the foregoing provisions shall not apply.

(e) The holidays referred to in this clause are New Year's Day, Good Friday, Easter Monday, Anniversary Day, Labour Day, the birthday of the reigning Sovereign, Christmas Day, and Boxing Day.

(f) Anzac Day shall be considered as a Sunday.

The above clause 8 is not effective when the a.s. "Huia" and the a.s. "Piri" are operating under the Australian Navigation Act.

Medical Benefits

9. Where an engineer is invalided on shore in or beyond New Zealand with illness or accident contracted in the service of the ship at any time after joining the vessel, he shall be granted the benefits provided in section 6 of the New Zealand Shipping and Seamen Act, 1911; and if invalided on shore beyond New Zealand (except in case of death) be returned to his port of shipment in New Zealand, and his wages shall continue until the time at which he should in due course arrive at such port.

This clause shall not apply to cases of illness due to the engineer's own wilful act or default or to his misbehaviour.

Definitions

10. "At sea" refers to the time from departure from port to arrival in port.

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

"Arrival in port" refers to the time when the ship is finally moored at her loading or discharging berth in the port.

"Departure from port" begins when the ship is unmoored for departure.

"Moored" includes anchored, but not where anchored through stress of weather, fog, conditions of tide, or quarantine, or other legal restrictions.

"Home port" for the purpose of this agreement: the home port shall be the port of Auckland.

"Shipkeeping" covers only such duties as may be necessary for keeping engines handy and for the safety of the vessel and its machinery in port, including the doing of minor adjustments that may be necessary for machinery running.

Engineers to be Members of Institute

11. It shall not be lawful for any employer bound by this agreement to employ or 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 the New Zealand Institute of Marine and Power Engineers (Inc.).

Settlement of Disputes

12. In the event of a dispute arising upon any matter, whether referred to in this agreement or not, affecting engineers covered by this agreement, the point in dispute shall be referred to three representatives of the employer and three representatives of the institute for settlement. Should these fail to agree, the matter shall be referred to the arbitration of an umpire mutually agreed upon by the said representatives, and the decision of the umpire shall be final and conclusive.

Carrying-out of Agreement

13. This agreement shall be honourably carried out in its entirety by both parties, notwithstanding any differences which may arise on matters not already provided for in this agreement, and no dispute shall be allowed to cause any cessation in the relationship of employer and institute contemplated by this agreement.

Terms of Agreement

14. This agreement shall be deemed to have come into force on the 1st June, 1946, and shall continue in force until the 31st May, 1947, 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.

