

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

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the agreement made on the 27th day of April, 1948, between the Northern Steamship Co., Ltd., and others 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 27th day of April, 1948, between the Northern Steamship Co., Ltd., and others, 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 2nd day of June, 1948.

[L.S.]

A. TYNDALL, Judge.

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

THIS agreement, made in pursuance of the Labour Disputes Investigation Act, 1913, this 27th day of April, 1948, between—

Northern Steamship Company Limited
 A. G. Frankham Limited
 Wilson's (New Zealand) Portland Cement Limited
 Winstone Limited
 J. J. Craig Limited
 Aspden Shipping Company Limited
 Parry Bros. Limited
 Captain H. E. Carey
 Captain J. M. Hall
 Hall and Company Limited
 J. Carey and Company
 M. Galbraith Limited

(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 the 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.

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:—

SCHEDULE

TRADING VESSELS

Steamers—

Nominal Horse-power.	Chief Engineer.			Second Engineer.		
	£	s.	d.	£	s.	d.
Under 30 ..	39	6	6	Sole engineer.		
30 and under 40 ..	40	11	8	Sole engineer.		
40 and under 50 ..	40	18	0	36	3	6
50 and under 100 ..	42	9	6	36	3	6
100 and under 110 ..	43	0	0	36	14	0
	48	15	6	Sole engineer.		

Motor-vessels—

Brake Horse-power.	Chief Engineer.			Second Engineer.		
	£	s.	d.	£	s.	d.
Under 30 ..	31	19	6	Sole engineer.		
30 and including 60 ..	37	4	6	Sole engineer.		
61 and under 100 ..	37	11	3	Sole engineer.		
100 and under 120 ..	43	0	0	Sole engineer.		
120 and under 150 ..	38	16	0	31	19	6
150 and under 200 ..	39	6	6	33	0	6
200 and under 250 ..	40	7	6	34	1	6
250 and under 270 ..	40	18	0	34	12	0
270 and under 310 ..	41	8	6	35	2	6
310 and under 360 ..	41	19	0	35	13	0
360 and under 410 ..	42	9	6	36	3	6
410 and under 460 ..	43	0	0	36	14	0
460 and under 510 ..	43	10	6	37	4	6
510 and under 560 ..	44	1	0	37	15	0
560 and under 610 ..	44	11	6	38	5	6
610 and under 660 ..	45	2	0	38	16	0

1. (k) In addition to the foregoing rates there shall be paid a sea-going allowance at the rate of £6 per calendar month. This payment shall be made only while on articles and shall not be regarded or taken into account as wages as set out in subclause (a) hereof nor shall it be taken into account in the assessment of any payments provided for by this agreement which are based on the wages as prescribed in subclause (a) hereof.

SAND AND SHINGLE VESSELS

(a) Brake horse-power: 60 and under 60—

	£	s.	d.
Working—			
Per calendar month	29	0	0
Plus sea-going allowance ..	6	0	0
Plus trip money.			
Slip-time—			
Per calendar month	37	4	6
Plus victualling per day ..	0	10	6
Holidays: Per calendar month ..	37	4	6

(b) Brake horse-power: 61 to 100—

	£	s.	d.
Working—			
Per calendar month	31	0	0
Plus sea-going allowance ..	6	0	0
Plus trip-money.			
Slip Time—			
Per calendar month	37	11	3
Plus victualling per day ..	0	10	6
Holidays: Per calendar month ..	37	11	3

(c) Brake horse-power: Over 100—

Working—			
Per calendar month	33	0	0
Plus sea-going allowance ..	6	0	0
Plus trip money.			
Slip Time—			
Per calendar month	43	0	0
Plus victualling per day ..	0	10	6
Holidays: Per calendar month ..	43	0	0

In addition to the foregoing wages the following "trip money" shall be paid, in lieu of overtime and restriction of hours:—

	£	s.	d.
For loads of 50 per cent. and over—			
Inside harbour limits	0	17	3
Outside harbour but inside line Takatu to Cape Colville	1	3	6
Auckland to Thames River	1	11	6
Auckland to ports between Takatu and Whangarei	1	16	9
Auckland to Portland and Whangarei ..	2	2	0
Auckland to ports beyond Whangarei to Whangaroa inclusive	2	17	6

Auckland or Whangarei to ports beyond Whangaroa	£	s.	d.
	3	18	9
Auckland to ports between Cape Colville and Whangapoua inclusive	1	16	9
Auckland to ports between Whangapoua and East Cape	2	7	3
Auckland to ports beyond East Cape	3	18	9
On coal trips: 2s. 6d. per load in addition to rates per load prescribed above.			
For loads under 50 per cent. and down to 25 per cent.: half-rate per load.			

For loads under 25 per cent.: quarter-rate per load.

(a) 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. Provided that not less than a 50 per cent. load is carried each way, the rate per trip hereintofore mentioned, shall be increased by 50 per cent. In harbour limits "trip-money" shall not be paid where less than 25 per cent. of a full load is carried.

When explosives are being loaded or unloaded an additional one shilling and threepence (1s. 3d.) per hour shall be paid.

(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.

Hours of Work

2. (a) In vessels carrying two engineers 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 that engineers may be required to keep watches in an unsafe port, or if the stay in port be less than twenty-four hours.

(c) 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 the 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.

(c) In vessels carrying a single or sole engineer the engineer shall be free to go ashore in the home port, provided the engines are ready to proceed to sea and the normal work is finished.

Overtime

4. All overtime shall be paid for at four shillings and elevenpence (4s. 11d.) per hour.

Saturday Work

5. (a) In addition to his ordinary pay, each engineer shall be entitled to one-eighth of a day's sea-pay for each ordinary hour of duty performed on Saturdays in port or at sea: Provided, however, that engineers may be granted time off at their home port, hour for hour, in lieu of the above payments or such time allowed to accumulate and be added to the annual leave.

(b) Where a sole engineer is carried he shall receive overtime for work performed at sea on Saturday on the basis of one hour's overtime for every three hours spent at sea. For work performed in port on a Saturday a sole engineer shall receive one-eighth of a day's sea-pay for each ordinary hour of duty performed: Provided, however, that engineers may be granted time off at their home port, hour for hour, in lieu of the above payments or such time allowed to accumulate and be added to the annual leave.

Sundays and Holidays

6. (a) The following holidays shall be generally observed in any port: Christmas Day, Boxing Day, New Year's Day, Anniversary Day observed in the Auckland Provincial District, Good Friday, Easter Monday, the birthday of the reigning Sovereign, Labour Day. Anzac Day shall be considered as a Sunday.

Should an engineer be required to be on duty in any port on a Sunday or any of the foregoing holidays, he shall be entitled to overtime payments for time worked.

For sand and shingle vessels, this clause shall only apply to the port of Auckland, and shall not apply to the starting and finishing of a trip.

(b) For all work at sea on Sundays overtime rate to be paid.

(c) When a vessel arrives in port on a holiday at or before 8 a.m. engineers who have worked on that day shall be entitled to be paid one-eighth of a day's sea-pay for each hour worked.

When a vessel is at sea on a holiday later than 8 a.m. engineers shall be paid a full day's sea-pay.

Provided that engineers may be granted equivalent time off at their home ports in lieu of the above payments.

Further provided that such time off shall be given in full intervals of not less than twenty-four hours or such interval may be allowed to accumulate and be added to the annual leave.

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

(e) 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.

(f) 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.

(g) When an engineer's holiday leave has expired and a position on board a ship is not available he shall receive full sea-pay without victualling-allowance and work ashore as may best suit the convenience of the employer. Should the engineer not desire to work ashore as herein provided he shall not receive any payment other than the actual holiday money.

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

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

(j) Where a sole engineer is carried he shall receive overtime for work performed at sea on Sundays on the basis of one hour's overtime for every three hours spent at sea.

Time-off

7. Whenever possible, a period of twenty-four consecutive hours off duty once in every calendar month, shall be allowed to each engineer, and to be given at the engineer's home port. Provided, further, that should such a period of twenty-four hours not be given in any month; it may accumulate from month to month, and the time so accumulated be given at a time or times mutually arranged between the engineer and his employer, or be added to the annual leave.

Victualling-allowance

8. (a) When an engineer is retained in port, and not found by the ship he shall be entitled to full sea-pay and a victualling-allowance at the rate of 10s. 6d. per day.

(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 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 employer.

Transit

9. 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 the 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

10. (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 classification 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 dis-rated, continue to receive pay at his old rates for a period of six months.

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

Transfer

11. 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

12. 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 in accordance with clause 8 (a) hereof shall be taken to begin at the time he goes on board for the purpose.

Starting Winches

13. One half-hour shall be allowed for starting winches, except in the case of hot-bulb winches, when three-quarters of an hour shall be allowed.

Starting Main Engines

14. Half an hour shall be allowed for getting ready and starting main engines, except in instances of Bolinder and/or Gardner engines, when one hour shall be allowed.

Manœuvring

15. In cases where two engineers are required to be on duty in the engine-room for manœuvring the time of duty for the engineer off watch shall commence at "Standby" and ceases at "Finished with engine" or "All clear" with a minimum of one-quarter of an hour.

Accommodation

16. 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

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

Workers to be Members of Union

18. 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

19. "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.

Ships' Articles

20. The following clause shall be inserted in the articles of agreement of ships 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 the day of, 1946 in respect of wages and conditions shall form part of this agreement and is incorporated therein."

Cargo Work

21. When an engineer is required to be on duty for the purpose of keeping steam or power while cargo is being worked, he shall receive additional payment.

On vessels coming within the scope of this agreement from 10 p.m. to 7 a.m. and on Sundays and holidays, 3s. per hour.

Dirt Money

22. When working by or board a ship off articles an engineer shall be paid 2s. per day dirt money for a maximum period of fourteen days.

Exemption

23. 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 2 (a), 3 (a), 4, 5, 6 (j), 7, 9, 11, 12, 13, 14, 15, 21, and 22.

Settlements of Disputes

24. 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 employers and three representatives of the employees, for settlement. Should they fail to agree, the matter shall then be referred to the arbitration of an umpire mutually agreed upon by the said representatives, and the decision of the umpire shall be final.

Carrying-out Agreement

25. This agreement shall be honourably carried out in its entirety and by both parties, notwithstanding any difference which may arise on matters not already provided for in this agreement.

Terms of Agreement

26. This agreement shall be deemed to have come into operation on the 1st day of November, 1947, and shall remain in force until 31st day of March, 1949.

In witness whereof the parties have hereunto set their hands the day and year first above written—

For the Northern Steamship Company Limited—

A. G. HARDY.

For A. G. Frankham Limited—

A. G. FRANKHAM.

For Wilsons (N.Z.) Portland Cement Limited—

E. W. TAYLOR.

For Winstone Limited—

ERIC G. WINSTONE.

For J. J. Craig Limited—

C. G. BROBERG.

For Aspden Shipping Company Limited—

W. E. ASPDEN.

For Parry Bros. Limited—

E. J. BARKER.

For Captain H. E. Carey—

H. E. CAREY.

For Captain J. M. Hall
 For Hall and Company Limited }
 For J. Carey and Company }

J. M. HALL.

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

H. V. LESTER, President.

A. R. DOUGLAS, Secretary.

For M. Galbraith Limited—

M. GALBRAITH.

NOTE.—This agreement, made under the Labour Disputes Investigation Act, 1913, was filed with the Clerk of Awards, Auckland, pursuant to section 8 (1) of the said Act, on the 2nd day of June, 1948.
