

NEW ZEALAND MARINE ENGINEERS (**COASTAL SHIPPING COMPANIES**)—AGREEMENT 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 20th day of December, 1949, between the New Zealand Institute of Marine and Power Engineers (Inc.) and the Anchor Shipping & Foundry Co., Ltd., and others.

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 20th day of December, 1949, between the New Zealand Institute of Marine and Power Engineers (Incorporated), of the one part, and the Anchor Shipping & Foundry Co., Ltd., and others, 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 21st day of December, 1949.

[L.S.]

A. TYNDALL, Judge.

NEW ZEALAND MARINE ENGINEERS (COASTAL SHIPPING COMPANIES)—
 AGREEMENT UNDER THE LABOUR DISPUTES INVESTIGATION ACT,
 1913

THIS agreement made in pursuance of the Labour Disputes Investigation Act, 1913, this 20th day of December, 1949, between the New Zealand Institute of Marine and Power Engineers (Incorporated), hereinafter called "the Institute," of the one part, and the—

Anchor Shipping & Foundry Co. Ltd.
 Canterbury Steam Shipping Co. Ltd.
 Dalgety and Co. Ltd.
 Eckford and Co. Ltd.
 Gisborne Sheepfarmers' Frozen Meat and Mercantile Co. Ltd.
 Holm and Co. Ltd.
 Karamea Shipping Co. Ltd.
 Levin and Co. Ltd.
 Richardson and Co. Ltd.
 South Taranaki Shipping Co. Ltd.

(hereinafter called "the employers"), 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 parties and they shall be deemed to be and are hereby 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.

SCHEDULE

Wages

1. (a) The rate of wages to be paid per calendar month to engineers employed on vessels belonging to the employers and covered by this agreement shall be as follows (on the basis of the nominal horse-power of each vessel):—

	Chief.			Second.			Third.			Fourth.		
	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.
Under 20 n.h.p.	45	17	6	..	..	..	..	..	..	..	..	..
20 and under 40 n.h.p.	48	0	0	..	..	..	..	..	..	..	..	..
40 and under 60 n.h.p.	48	10	0	39	17	6	37	0	0	..	..	..
60 and under 80 n.h.p.	49	10	0	39	17	6	38	0	0	..	..	..
80 and under 100 n.h.p.	50	12	6	40	17	6	38	0	0	..	..	..
100 and under 150 n.h.p.	51	12	6	40	17	6	38	0	0	..	..	..
150 and under 200 n.h.p.	53	0	0	43	5	0	38	10	0	35	12	6

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

(c) The nominal horse-power of vessels with reciprocating engines is to be ascertained by dividing the sum of the squares of the diameters in inches of the steam cylinders in the engine room by thirty. Pulsometers and accumulators shall not, however, be included in the computation of the nominal horse-power. The method of determining the nominal horse-power of internal-combustion engines, main and auxiliary, shall be as follows :—

$$\frac{N \times D^2 \times \sqrt{S}}{4}$$

where N is number of cylinders.

D is diameter of cylinders in inches.

S is stroke in inches.

$\frac{\text{B.h.p.}}{5}$ is n.h.p. of internal-combustion engines other than diesel.

B.h.p. is brake horse-power.

(d) In the case of a turbine-vessel or a vessel with combination reciprocating and turbine engines, the nominal horse-power is to be ascertained by multiplying the grate area in square feet of the main boiler by one and a quarter and adding thereto the nominal horse-power of the engine room auxiliaries ascertained as aforesaid.

(e) The 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.

(f) "Main boiler" includes any boiler that may be used for propulsion, whether actually used or not.

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

(h) 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 while on annual leave 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.

Hours of Duty

2. (a) Except as hereinafter provided, the time of duty in port or at sea, or partly in port or 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. unless the vessel is being treated as at sea under clause 5 hereof.

(c) Should an engineer be on duty for twenty-four hours consecutively he shall have eight hours off duty for rest: Provided that if the vessel leaves port before the eight hours off duty are completed such time off shall cease at the hour of departure.

Overtime

3. (a) Except as otherwise provided, all duty performed in addition to the ordinary hours of duty shall be paid for at the following hourly rates :—

			Per Hour.	
			s.	d.
Chief engineers	6 6
2nd engineers	6 3
3rd engineers	6 0
4th engineers	6 0

with a minimum payment of half an hour.

(b) On vessels carrying less than three engineers, but excluding payments for overtime for work performed on Sundays, holidays and Saturdays (as provided in clauses 14, 15 and 16 hereof) the employers shall pay up to a maximum amount equivalent to 15 per cent. of the engineer's monthly wages as prescribed in clause 1 hereof. For any balance of overtime payment in excess of the 15 per cent. referred to herein, the employer may either pay the full amount of overtime earned or liquidate it by granting time off at the home port.

In the event of the employer exercising his election to grant time off in terms of this subclause, and notwithstanding anything elsewhere contained in this agreement, a day shall be regarded as eight hours. Any such time off may be granted within the month in which the overtime is earned or shall be allowed to accumulate for the quarterly periods ending March 31st, June 30th, September 30th, and December 31st in each year and then be granted off within one month; if not so granted the employers' right to grant time off will lapse and the full overtime provided in subclause (a) hereof shall be paid for any balance of hours of overtime worked within the particular period.

(c) For shifting ship (except in hours of duty) :—

- (i) Overtime is to be reckoned from the hour at which power is ordered.
- (ii) Warming-up time is to be included.
- (iii) Any fraction of the first hour is to be reckoned as half an hour, except where an engineer is ordered to be on board when the minimum shall be one hour.

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

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

- (i) Attend when required, any boat drill, fire drill or medical inspection.
- (ii) Do any emergency work required for the safe navigation or safety of the vessel when in immediate peril.

Shipkeeping

4. (a) Except as hereinafter provided, if required by the employer, an engineer may be called upon to remain on board as ship-keeper from 5 p.m. to 7 a.m. for which he shall be paid the sum of £1 5s. or be allowed a working-day off in lieu thereof and for any shorter periods of shipkeeping duty performed between the above-named hours the engineer shall be paid at the rate of 3s. per hour or be allowed time off hour for hour in lieu thereof, but in no case shall the payment for shorter periods of shipkeeping exceed the full payment of £1 5s. for the night.

(b) Any time off due under this clause may be given at the same or any other port within the voyage or voyages of the vessel, or if not so given shall be allowed to accumulate and either be added to the annual leave or given at a time to be mutually arranged between the engineer and the employer.

(c) If the services of an engineer who is shipkeeping be used for the purpose of shifting ship or for repairs or for any other such purpose he shall be paid the difference between the shipkeeping rate and the overtime rate to which he is normally entitled, with a minimum of half an hour.

(d) Where there are three engineers or less the chief engineer shall be required to carry out the duties of shipkeeping in rotation with the other engineers.

(e) When a working-day off is given under this clause no additional time off shall be given under clause 2 (a) hereof in respect of the same occasion.

Watches in Port

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 except for a time not exceeding eight hours before departure.

Annual Leave

6. (a) Engineers shall be granted holidays in accordance with the provisions of the Annual Holidays Act, 1944, provided, however, that Chief Engineers shall be entitled to an annual holiday of three weeks in respect to each year of employment.

(b) The annual leave is to be notified by the employer as early as practicable before its commencement and is to begin and end at the home port.

(c) Upon the annual leave expiring, if an engineer reports himself as ready to resume duty and his ship is not available he shall be paid wages at holiday rates (without victualling allowance) as from the date upon which he reports for duty. While on pay waiting for the arrival of his vessel in port or otherwise the engineer may be required to do any appropriate work. While so employed in addition to pay he shall be entitled to victualling allowance.

(d) 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.

(e) After the completion of six months' service with the same employer, if an engineer resigns or is discharged for any cause other than misconduct, *pro rata* leave shall be allowed for all service of six months or more.

(f) An engineer shall not accept other employment outside the service of his own company whilst on holiday leave or while receiving accumulated time off.

Victualling and Accommodation

7. Except during absence on leave, every engineer shall be entitled to meals and proper accommodation up to the ordinary standard either on his vessel or on another convenient vessel of the same owner, or else to receive an allowance as follows:—

	Chief Engineer.	All Other Engineers.
For victualling and accommodation	£1 2s. 6d.	£1 per day or £5 15s. per week
For accommodation only ..	10s. per day.	10s. per day.
For victualling only ..	12s. 6d. per day.	12s. 6d. per day.

Provided that any engineer who is at his home port shall be paid victualling allowance only, but further provided that in all cases where an engineer is required to live at a hotel or boardinghouse and accommodation is not available at the rates specified the difference shall be made up by the employer.

Vessels Out of Commission

8. If while a vessel is laid up for repairs the employers retain the services of any engineer for any work in connection with the ship, such engineer shall be entitled to sea-pay and also (if not found on the vessel or on another convenient vessel of the same owner) to victualling and/or accommodation allowance according to the provisions of clause 7 hereof for the time he is actually engaged in such work.

Travelling

9. Every engineer shall be entitled to full pay for travelling-time and also to free passage either on his employer's vessel or by any such appropriate means of transit as the employer may select and to his reasonable travelling-expenses:—

- (i) In the case of travelling under the instruction of the employer.
- (ii) In the case of travelling to and from his home port on annual leave.

- (iii) In the case of his services ending elsewhere than at his home port.
- (iv) Subclause (3) does not apply to an engineer who is dismissed for misconduct or resigns.
- (v) The free passage is to be in the first class, and when travelling by train shall include sleeper, if available.

Transfer

10. (a) Whenever an engineer has to change his home port in consequence of a transfer from one service or ship to another of the same employer he shall be allowed, on giving reasonable notice, free first-class passage for his family and free conveyance for his effects by such appropriate means of transit as the employer shall elect.

(b) This clause shall not, however, apply in the case of an engineer who changes his home port to suit his own convenience.

(c) When an engineer is at his own request transferred from one vessel to another he shall not be entitled to wages or victualling allowance whilst waiting.

Getting Ready for Sea

11. When an engineer, before signing articles, is sent on board any vessel for the purpose of getting ready for sea, his right to pay and victualling and/or accommodation allowance shall be taken to begin at the time he goes on board for such purpose.

Medical Benefits

12. (a) Where an engineer is invalided on shore in or beyond New Zealand with illness or accident contracted in the service of the vessel or at any time after joining the vessel, he shall be granted the benefits of section 6 of the New Zealand Shipping and Seamen Amendment Act, 1911, and if invalided on shore beyond New Zealand shall (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.

(b) This clause does not apply in cases of illness due to the engineer's own wilful act or default or to his own misbehaviour.

Uniform Trimmings

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

Sundays

14. (a) For all duty on Sundays, whether in port or at sea, overtime rate shall be paid.

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

Holidays

15. (a) In Port: For all duty in port on holidays, even within the time or hours of duty, an engineer shall be paid at the overtime rate. This provision shall not apply to shipkeeping.

(b) At Sea: In the case of vessels arriving in port or which are at sea on holidays, watchkeepers shall be entitled to one-eighth of their daily rate, for each hour worked up to eight, and thereafter to overtime rates. When a vessel is at sea on a holiday after 8 a.m. engineers shall be paid a full day's sea-pay. At the option of the employer, engineers may be granted time off hour for hour at their home ports or the accumulated time can be dealt with under clause 3 (b) hereof.

(c) The holidays referred to in this clause are New Year's Day, Good Friday, Easter Monday, Labour Day, the birthday of the reigning Sovereign, Christmas Day, and Boxing Day. When a vessel is in a New Zealand port on a day on which Anniversary Day is observed engineers shall be allowed free from duty as far as practicable but those who are required to remain on board for work which is necessary in the opinion of the chief engineer shall not be entitled to overtime payments.

Saturdays

16. 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 Saturday in port or at sea: Provided, however, that in lieu of such payment and by mutual arrangement between the employer and the engineer concerned the ordinary hours worked on Saturday may be allowed to accumulate and either be added to the annual leave or taken as time off in the home port or any other port mutually agreed upon.

Time Off (Keep Allowance)

17. When accumulated time off, accrued under the provisions of this agreement, is taken, in conjunction with annual leave or in periods of fourteen days or more, the £1 per week "keep" allowance payable whilst on such annual leave shall also be payable for the period of time off.

Sunday and Holiday Sailings

18. (a) When a vessel sails from any port on a Sunday or holiday engineers shall be paid an extra day's sea-pay.

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

(c) When an extra day's sea-pay is payable under any of the sub-clauses hereof, no further payment of an extra day's sea-pay shall be made under any other clause of this agreement for the same day.

Home Port

19. The home port of each engineer shall be approved by his employer. Within one month of the date of the coming into force of this agreement each engineer shall supply to his employer the name of the port selected by him as his home port and except by mutual consent no change in home ports shall be made during the currency of this agreement.

Should an engineer fail to nominate his home port as provided herein, his employer shall be entitled to allot him a home port which shall remain unaltered, except by mutual consent, for the duration of this agreement.

Boiler Cleaning and Furnace Repairs

20. Where an engineer is called upon to perform duties connected with the cleaning of boilers and furnace repairs on a Sunday or holiday for which seamen under his charge are receiving dock labourers' rate of pay, he shall be paid 8s. 11d. per hour in lieu of overtime.

Accommodation

21. (a) The employer shall make the necessary arrangements to ensure that the engineers' accommodation and the approaches thereto are kept in a clean and sanitary condition.

(b) The rooms shall be fumigated, cleaned and painted once in every twelve months while the vessel is in port, if required. Should any question as to the necessity of painting quarters arise it shall be decided between the secretary of the institute and the representative of the company concerned.

Definitions

22. (a) "Arrival" means the time when the vessel is finally moored at the place in any port, bay, river, or roadstead where cargo, coal, mails or passengers are to be shipped or unshipped.

(b) "Departure" means when the vessel unmoors or weighs anchor from her last loading or discharging berth in a port, whether she then immediately proceeds to sea or not.

(c) "In port" means the time from arrival to departure.

(d) "Shipkeeping" covers such duties as may be necessary for keeping engines and/or power in readiness or use for any purpose whatsoever; also for the safety of the vessel and its machinery in port, including the carrying-out of minor adjustments that may be necessary for machinery running.

(e) "Day" means from midnight to midnight.

(f) "Week" means from midnight Saturday to midnight Saturday.

(g) For the purpose of time off a working-day shall not include a Sunday or holiday.

(h) "Principal ports" shall be Auckland, Gisborne, Napier, Wellington, Port Waikato, Kaipara, Patea, New Plymouth, Wanganui, Onehunga, Nelson, Westport, Greymouth, Picton, Blenheim, Lyttelton, Timaru, Oamaru, Port Chalmers, Dunedin and Bluff.

Matters Not Provided For

23. Any dispute in connection with any matter incidental to or arising out of the interpretation of this agreement shall be settled between the particular employer concerned and the secretary of the institute, and in default of any agreement being arrived at, then such dispute shall be referred to a committee, consisting of one representative of either side, together with an independent chairman, to be mutually agreed upon. The decision of such committee shall be binding on the parties to the dispute.

Cargo Work

24. Except where watches are set or maintained, when an engineer is required to be on duty in the engine-room for the purpose of keeping steam or power while cargo is being worked, he shall receive the following additional payments:—

On vessels exceeding 200 tons net register:—

From 5 p.m. to 10 p.m. (except where the engineer concerned is in receipt of full overtime rate) .. 1s. per hour.

From 10 p.m. to 7 a.m. and on Sundays and holidays 3s. per hour.

On vessels not exceeding 200 tons net register:—

From 10 p.m. to 7 a.m. and on Sundays and holidays 3s. per hour.

Maintenance of Steam for Cargo

25. When an engineer is called upon to maintain steam while cargo is being worked in the absence of the donkeyman or fireman he shall be paid an additional rate of 2s. 3d. per hour for each hour so worked.

Dirt Money

26. When working by on board ship off articles an engineer shall be paid 2s. per day "dirt money."

Scope of Agreement

27. This agreement shall not apply to vessels plying within extended river limits or to vessels used as lighters.

Term of Agreement

28. This agreement shall come into force on the 1st day of January, 1950, and continue in force until the 31st day of December, 1951.

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

For the New Zealand Institute of Marine and Power Engineers (Incorporated) Wellington Branch—

A. G. WILSON, President.

W. SOMMERVILLE, Secretary.

Witness to the signature of the New Zealand Institute of Marine and Power Engineers (Incorporated) Wellington Branch—L. R. Muir.

For the New Zealand Shipowners' Federation acting as Agents for the Employers—

G. H. NORMAN, Secretary.

Witness to the signature of the New Zealand Shipowners' Federation—L. R. Muir.

NOTE.—This agreement, made under the Labour Disputes Investigation Act, 1913, was filed with the Clerk of Awards at Wellington, pursuant to section 8 (1) of the said Act, on the 22nd day of December, 1949.
