

IMPERIAL CHEMICAL INDUSTRIES (N.Z.) LIMITED, AUCKLAND, MARINE ENGINEERS—AGREEMENT UNDER LABOUR DISPUTES INVESTIGATION ACT 1913

AGREEMENT made this 14th day of March, 1955 between Imperial Chemical Industries (N.Z.) Limited, Auckland in the case of m.v. *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 the vessel belonging to the Employers shall be as follows:—

Vessel	Chief	Second
<i>Piri</i> (B.H.P. 240)	£64 8s. 10d.	£56 15s. 7d.

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.

(b) In addition to the rates set out, Engineers shall be given a seagoing allowance of £6 18s. per calendar month. These payments shall be made only while the vessel is on articles and while the engineer is on annual leave, and shall not be regarded or taken into account as wages set out in subclause (a) hereof, nor shall they be taken into consideration in the assessment of any payments provided for by the agreement, which are based on rates as prescribed in subclause (a) hereof.

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) Exclusive of the time or hours of duty and without payment of overtime all Engineers shall:—

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

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

(h) 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 8s. 7d. per hour for Chief Engineers and 8s. 1d. per hour for Second Engineers.

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. and shall be paid the sum of £1 15s. per night, and for any shorter periods of shipkeeping duty performed between the above-named hours the Engineer shall be paid at the rate of 5s. per hour, but in no case shall the payment for shorter period of shipkeeping exceed the full payment of £1 15s. for the night.

(b) If the services of an Engineer who is shipkeeping be used for the purpose of Shifting Ship or for repairs or for any other purpose, he shall be paid the difference between shipkeeping rate and the over-time rate to which he is normally entitled with a maximum of half-an-hour.

(c) 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 report 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 of articles at his home port, he shall be paid his monthly wages with a victualling allowance of £1 1s. per day, but not accommodation allowance.

(b) Where an Engineer is required to work by a vessel off articles at other than his home port (if not found on the vessel) he shall be paid monthly wages with victualling and accommodation at the following rates:—

Rates	Chief Engineers			All Other Engineers		
	Per Day			Per Day		
	£	s.	d.	£	s.	d.
For victualling and accommodation	1	17	6	1	12	6
For accommodation only	0	17	0	0	17	0
For victualling only	1	1	0	1	1	0

Weekly Time Off

7. (a) *Saturdays*: 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 equivalent time off in periods of not less than four hours at his home port, or any other port mutually agreed upon.

(b) *Sundays in Port*: For all duty in port on Sundays, even within the time or hours of duty, Engineers shall be paid at overtime rate.

(c) *Sundays at Sea*: In the case of vessels which are at sea on Sundays, Engineers shall be paid at overtime rates for all work performed.

Holidays

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

(b) *At Sea*: In the case of vessels which are at sea on 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 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 delayed 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 m.v. *Piri* is operating under the Australian Navigation Act.

Medical Benefits

9. Where an Engineer is invalidated 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 68 of the New Zealand Shipping and Seaman's Act, 1952, and if invalidated on shore beyond New Zealand (except in the 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.

Increases in Rates of Remuneration

14. The rates of remuneration determined by this agreement shall be subject to the Court Order of the Court of Arbitration dated 28th October, 1954.

Terms of Agreement

15. This agreement shall be deemed to have come into force on the 17th September, 1954, and shall continue in force until the 30th September, 1956, 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.

In witness whereof the parties hereto have hereunto set their hands the day and year first before written:

For Imperial Chemical Industries (N.Z.) Ltd.—

[L.S.]

Witness to the above signature—B. R. LAW, Director.

P. A. E. HAMPTEN, Secretary.

For the N.Z. Institute of Marine and Power Engineers (Inc.) Auckland Branch—

R. H. MAGNUSSON, President.

A. R. DOUGLAS, Secretary.

Witness to the above signatures—A. E. GOODRICH.

[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 28th day of March 1955.]