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AUCKLAND MARINE ENGINEERS—AGREEMENT UNDER THE LABOUR DISPUTES
INVESTIGATION ACT 1913

THIS agreement, made in pursuance of the Labour Disputes Investigation Act 1913, this 1st day of May 1961 between:

The Northern Steam Ship Co. Ltd.,
A. G. Frankham Ltd.,
Wilson's (N.Z.) Portland Cement Ltd.,
Winstone Ltd.,
Alert Towing Co. Ltd.,
Aspden Shipping Co. Ltd.,
Parry Bros. Ltd.,
Alwin Shipping Co. Ltd.,
Auckland Water Transport Ltd.,
Gulf Freighters Ltd.,
F. E. Aspden,
A. W. Bryant Ltd.,

(hereinafter referred to as "the employer") 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 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

Clause 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 horsepower in the case of steam vessels, and brake horsepower in the case of motor vessels, as shown in the register of each vessel:

Steamers

SCHEDULE

Nominal Horsepower	Chief Engineer			Second Engineer		
	£	s.	d.	£	s.	d.
Under 30	70	19	6	Sole engineer.		
30 and under 40	72	8	6	Sole engineer.		
40 and under 50	72	15	6	66	10	6
50 and under 100	74	11	6	66	10	6
100 and under 110	75	3	6	67	6	6
	81	17	6	Sole engineer.		

Motor Vessels

Brake Horse-power	Chief Engineer			Second Engineer			Third Engineer		
	£	s.	d.	£	s.	d.	£	s.	d.
Under 30	60	14	9	Sole engineer.			..		
30 and including 60	68	5	3	Sole engineer.			..		
61 and under 100	68	14	0	Sole engineer.			..		
100 and under 120	70	3	6	Sole engineer.			..		
120 and under 150	70	7	6	60	12	6	..		
150 and under 200	70	19	6	62	2	9	..		
200 and under 250	72	3	6	63	8	6	..		
250 and under 270	72	14	6	64	7	0	..		
270 and under 310	73	7	6	64	9	6	..		
310 and under 360	73	19	6	65	17	0	..		
360 and under 410	74	11	6	66	10	6	..		
410 and under 460	75	3	6	67	6	6	64	18	3
460 and under 510	75	15	6	68	1	6	64	18	3
510 and under 560	76	8	6	68	16	6	65	13	3
560 and under 610	77	0	6	69	11	3	66	6	9
610 and under 660	77	12	6	70	4	6	67	1	9
660 and under 710	78	4	6	70	16	6	67	16	6
710 and under 760	78	16	6	71	8	6	68	11	6
760 and under 810	79	8	6	72	0	6	69	6	3
810 and under 860	80	0	6	72	12	6	70	0	6
860 and under 910	80	12	6	73	4	6	70	12	6
910 and under 960	81	4	6	73	16	6	71	4	6
760 and under 1,010	81	16	6	74	8	6	71	16	6

In addition to the foregoing rates, there shall be paid a sea-going allowance at the rate of £8 11s. 1d. per calendar month. This payment shall be made only while on articles and while on annual leave, and while ashore under section 68 of the New Zealand Shipping and Seamen Act 1952, and shall not be regarded or taken into account as wages as set out in sub-clause (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 sub-clause (a) hereof.

Motor Vessels

The additional rates of pay for engineers employed on motor vessels shall be per calendar month:

	£	s.	d.
Chief engineers	4	0	6
Second engineers	2	17	6
Third engineers	2	6	0
Fourth engineers	2	0	0

Sand and Shingle Vessels

Brake horse-power (a)					61 to 100
Working:					£ s. d.
Per calendar month					60 2 9
Plus sea-going allowance					8 11 1
Plus trip Money .. .. .					..
Slip:					
Time per calendar month					68 14 0
Plus victualling per day					1 2 6
Holidays:					
Per calendar month or when on medical benefit clause 18					68 14 0
Brake horse-power (b)					Over 100
Working:					
Per calendar month					62 19 10
Plus sea-going allowance					8 11 1
Plus trip money .. .. .					..
Slip:					
Time per calendar month					75 3 9
Plus victualling per day					1 2 6
Holidays:					
Per calendar month or when on medical benefit clause 18					75 3 9

Motor Vessels

A motor allowance of £5 per calendar month shall be payable to engineers of motor vessels. This payment shall not be regarded as wages.

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

	£	s.	d.
For load of 50 per cent and over:			
Inside harbour limits	1	11	9
Outside harbour limits and inside a direct line from Takatu Point to Cape Colville	2	3	9
From Auckland to ports between Takatu Point to Whangarei	3	5	6
From Auckland to ports between Cape Colville and Whangapoua inclusive	3	5	6
From Auckland to Thames River	3	5	6
From Auckland to Portland and Whangarei	3	15	9
From Auckland to ports between Whangapoua and East Cape	4	4	6
From Auckland to ports beyond Whangarei and to Whangaroa inclusive	5	2	6
From Auckland and Whangarei to ports beyond Whangaroa	7	1	9
From Auckland to ports beyond East Cape	7	1	9

(a) In all cases where a vessel takes a load from one port to another, full trip money shall be paid; for part loads over 50 per cent, full trip money shall be paid; for part loads under 50 per cent, half trip money shall be paid; for part loads under 25 per cent, quarter trip money 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 30 days.

Hours of Work

Clause 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 24 hours.

(c) In vessels carrying a single or sole engineer, there shall be no limitations of hours.

Clause 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.

(d) Where a scow discharges her cargo with the ship's gear and the engineer is being employed in the operation of such ship's gear, then he shall receive payment of 15s. for such work. This clause applies only to the port of Auckland.

Overtime

Clause 4. Overtime shall be paid at the following rates:

	s.	d.
Chief engineers	13	3
Second engineers	11	10
Third engineers	11	0
Fourth engineers	10	3

Saturday Work

Clause 5. 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 before 12 noon on Saturday in port or at sea.

For all duty performed after 12 noon on Saturday in port or at sea, he shall be entitled to overtime rates. In lieu of such payments and by mutual arrangement between the employer and the engineer concerned, the total hours so worked on any Saturday may be allowed to accumulate and either be added to the annual leave or taken as time off, hour for hour in periods of not less than four hours at his home port or any other port mutually agreed upon.

Sundays and Holidays

Clause 6. (i) (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.

(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 shall be given in full intervals of not less than 24 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 24 hours shall be given for every eight hours worked.

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

(f) Every engineer after 12 months continuous service shall be entitled to leave of absence on full sea-pay as follows:

Chief and sole engineer for a continuous period of 21 days.

All other engineers for a continuous period of 14 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 holidays 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.

(k) Where accumulated time off is taken in conjunction with annual leave, or in periods of seven days or more, the £1 per week allowance payable while on such annual leave shall be payable for the period of time off.

Sand and Shingle Vessels

Clause 6. (ii) This clause shall only apply to the Port of Auckland and shall not apply to the starting and finishing of a trip.

(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.

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

(c) Every engineer after 12 months continuous service shall be entitled to leave of absence on full sea-pay as follows:

Chief and sole engineer for a continuous period of 21 days.

All other engineers for a continuous period of 14 days.

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

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

Time Off

Clause 7. Wherever possible each engineer shall be allowed a period of 24 consecutive hours off duty at his home port, once in every calendar month. Should this period not be given, the hours may accumulate from month to month and

- (1) Be given at a time to be mutually arranged between engineer and employer, or
- (2) Be added to the annual leave, or
- (3) Be paid for within three months.

Victualling and Accommodation

Clause 8. 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 owners, or else to receive an allowance as follows:

		Per Day		
		£	s.	d.
For victualling and accommodation	..	2	5	0
For accommodation only	.. ..	1	2	6
For victualling only	.. ..	1	2	6

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

Vessels Out of Commission

Clause 9. 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 8 hereof for the time he is actually engaged in such work.

Transit

Clause 10. When an engineer has to change his home port in consequence of a transfer from one service or ship of the employer to another he shall be allowed, on giving reasonable notice, free first-class passage for himself and family in any of the employer's 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 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

Clause 11. (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

Clause 12. In the case of a transfer, all engineers shall have wages paid till date of joining ship. Bus and boat fares shall also be paid when travelling between Onehunga and Auckland, or Auckland and Calliope Dock, and *vice versa*, when on company's business.

Getting Ready for Sea

Clause 13. 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

Clause 14. 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

Clause 15. 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.

Manoeuvring

Clause 16. In cases where two engineers are required to be on duty in the engine-room for manoeuvring, the time of duty for the engineer off watch shall commence at "standby" and cease at "finished with engine" or "all clear" with a minimum of one quarter of an hour.

Accommodation

Clause 17. The employer shall make the necessary arrangements to ensure that the engineers' accommodation is kept in a clean sanitary condition, and shall be fumigated and painted once every year, and shall provide bedding, linen and soap.

Medical Benefit

Clause 18. (a) Where an engineer is invalidated 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 68 of the New Zealand Shipping and Seamen Act 1952, and if invalidated 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 to cases of illness due to the engineer's own wilful act or default or to his misbehaviour.

Preference

Clause 19. Preference of employment shall at all times be given to members of the New Zealand Institute of Marine Engineers.

Definitions

Clause 20. "A week" shall mean midnight Saturday to midnight Saturday. Time off not to be given on Saturdays, Sundays or holidays.

"Sand and shingle" 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

Clause 21. 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 employer and the New Zealand Institute of Marine and Power Engineers (Auckland Branch) dated the 1st day of May 1961 in respect of wages and conditions shall form part of this agreement and is incorporated therein."

Cargo Work

Clause 22. 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 of 3s. 6d. per hour from 10 p.m. to 7 a.m. on vessels coming within the scope of this agreement, and on Sundays and holidays 3s. 6d. per hour.

Dirty Work

Clause 23. (a) When an engineer is employed cleaning crankcases, pistons or manifolds of internal combustion engines, he shall be paid 1s. 9d. per hour, extra payment, ordinary or overtime, the minimum payment to be for one hour.

(b) When working by or on board a ship off articles, an engineer shall be paid 2s. 11½d. per day dirt money for a maximum period of 15 days.

(c) Should a vessel be on articles whilst under annual survey, an engineer shall be paid 2s. 11½d. per day or part of a day dirt money for a maximum period of 15 days.

The foregoing rates are not cumulative, and where an engineer qualifies for both rates the higher rates only shall be paid.

Exemption

Clause 24. In all vessels classed as "sand and shingle vessels" the wages 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 (i), 7, 10, 12, 13, 14, 15, 16, 22, 23 (a), 26 and the clause on page 2 headed "Motor Vessels" and referring to additional rates of pay.

Shipwreck

Clause 25. In the event of an engineer losing his clothes or effects through wreck or loss of the ship or damage to quarters by fire, flooding or collision, the employer shall reimburse him for loss, but the amount of such reimbursement shall not exceed £150.

Chief Engineers Seniority and Efficiency Bonus

Clause 26. The following seniority and efficiency bonus payment shall be made to chief engineers at half-yearly intervals commencing with the half year ending 31 October 1961, and shall be withheld only in any case of gross negligence:

	Per Annum £
During the first year of service as a permanent chief engineer ..	20
After 1 year's service with the company as permanent chief engineer ..	25
After 2 years' service with the company as permanent chief engineer ..	30
After 3 years' service with the company as permanent chief engineer ..	35
After 4 years' service with the company as permanent chief engineer ..	40
After 5 years' service with the company as permanent chief engineer ..	45
After 6 years' service with the company as permanent chief engineer ..	50
After 7 years' service with the company as permanent chief engineer ..	55
After 8 years' service with the company as permanent chief engineer ..	60
After 9 years' service with the company as permanent chief engineer ..	65
After 10 years' service with the company as permanent chief engineer ..	70

All service as permanent chief engineer with the company shall count as "service" for the purpose of assessing these bonus payments except periods of private leave or sick leave.

These bonus payments shall not be regarded or taken into account as wages in the assessment of any payments provided for by this agreement, which are based on the rates of wages as prescribed in clause 1 hereof.

Settlement of Disputes

Clause 27. 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.

Terms of Agreement

Clause 28. This agreement so far as rates of wages are concerned as prescribed in clause 1 (a) hereof shall be deemed to have come into force on the 1st day of May 1961 and shall continue in force until 30th April 1963.

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

For the Northern Steam Ship Co. Ltd.:	A. G. HARDY.
For A. G. Frankham Ltd.:	J. CAMERON.
For Wilson's (N.Z.) Portland Cement Ltd.:	E. W. TAYLOR.
For Winstone Ltd.:	C. L. K. GILLAM.
For Alert Towing Co. Ltd.:	D. E. JACKSON.
For Aspden Shipping Co. Ltd.:	W. HICKS.
For Parry Bros. Ltd.:	E. BARKER.
For Alwin Shipping Co. Ltd.:	J. MACEY.
For Auckland Water Transport Ltd.:	H. L. H. JULIAN.
For Gulf Freighters Ltd.:	CHAS. EMERY.
For F. E. Aspden:	W. HICKS.
For A. W. Bryant Ltd.:	E. H. EVANS.

For the New Zealand Institute of Marine and Power Engineers, Inc. Auckland Branch:

N. D. BROWN, Vice-President.
A. R. DOUGLAS, 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 6th day of October 1961.]