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**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 25th day of May 1961, between the New Zealand Institute of Marine and Power Engineers (Incorporated), hereinafter called “the Institute”, of the one part and the—

**Anchor Shipping and Foundry Co. Ltd., Nelson.
Canterbury Steam Shipping Co. Ltd., Christchurch.
Eckford and Co. Ltd., Blenheim.
Holm and Co. Ltd., Wellington.
Karamea Shipping Co. Ltd., Nelson.
Pearl Kasper Shipping Co. Ltd., Nelson.
Richardson and Co. Ltd., Napier.
The Wanganui Shipping Co. Ltd., Wanganui.**

(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 rates 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 | | | 2nd | | | 3rd | | | 4th | | |
|-------------------------------|-------|----|----|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| | £ | s. | d. | £ | s. | d. | £ | s. | d. | £ | s. | d. |
| Under 20 n.h.p. | 75 | 3 | 5 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... |
| 20 and under 40 n.h.p. | 77 | 12 | 5 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... |
| 40 and under 60 n.h.p. | 78 | 4 | 5 | 67 | 15 | 4 | 63 | 9 | 9 | ..... | ..... | ..... |
| 60 and under 80 n.h.p. | 79 | 7 | 5 | 67 | 15 | 4 | 64 | 18 | 3 | ..... | ..... | ..... |
| 80 and under 100 n.h.p. | 80 | 13 | 5 | 69 | 3 | 10 | 64 | 18 | 3 | ..... | ..... | ..... |
| 100 and under 150 n.h.p. | 81 | 16 | 5 | 69 | 3 | 10 | 64 | 18 | 3 | ..... | ..... | ..... |
| 150 and under 200 n.h.p. | 83 | 7 | 5 | 72 | 0 | 5 | 65 | 13 | 2 | 61 | 7 | 7 |

(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 30. 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:

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

where N is number of cylinders

D is diameter of cylinders in inches

S is stroke in inches

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

B.H.P. is brake horse-power.

(d) For the purpose of calculating payments of broken periods a calendar month shall be reckoned as 30 days.

(e) 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.

(f) *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 |
| All other engineers | 2 | 0 | 0 |

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 24 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 | ..... | ..... | ..... | 13 | 3 |
| Second engineers | ..... | ..... | ..... | 11 | 10 |
| Third engineers | ..... | ..... | ..... | 11 | 0 |
| Fourth engineers | ..... | ..... | ..... | 10 | 3 |

with a minimum payment of half an hour.

(b) 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) When an engineer is called out the minimum payment for shifting ship will be one hour's overtime, except where an engineer is called from his home or on a Saturday afternoon, Sunday or holiday, when the minimum payment shall be two hours' overtime.

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.

(c) 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.

Watches in Port

4. Engineers shall not be required to keep watches in port, except in an unsafe port, or unless the stay in port be less than 24 hours, except for a time not exceeding three hours before departure.

Annual Leave

5. (a) Engineers shall be granted annual 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 of each year of employment.

(b) Where practicable the annual leave is to be notified by the employer not less than seven days before the 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 "keep allowance" of £1 per week, and wages at holiday rates (without victualling allowance) as from the date upon which he reports for duty.

While on pay and "keep allowance" 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.

Victualling and Accommodation

6. 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

7. If while a vessel is laid up for repairs the employers retain the service 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 6 hereof for the time he is actually engaged in such work.

Travelling

8. Every engineer shall be entitled to full pay for travelling time and also to free passage either on his employers' 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 instructions 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) Sub-clause (iii) 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 or the cost thereof.

Transfer

9. (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 of 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

10. 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

11. Where an engineer is invalidated on shore 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 own misbehaviour.

Shipwreck

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

Uniform Trimmings and Overall Allowance

13. (a) 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.

(b) All engineers shall be paid an overall allowance of 7s. 6d. per month *pro rata*.

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.

(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 equivalent time off at their home ports in periods of not less than four hours.

(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. In addition to these holidays should a vessel be in a port in New Zealand where the Anniversary Day of the province is being observed, it shall be treated as a holiday in port, but only one such day shall be allowed.

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 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.

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 seven 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 day of 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.

Repairs and Cleaning

20. (a) 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 10s. 6d. per hour in lieu of overtime.

(b) Where an engineer is employed on work which is inside the casing of internal combustion engines or inside oil tanks or on tank tops or in bilges or is himself cleaning pistons, cylinder heads and liners he shall be paid 1s. 9d. per hour extra payment ordinary or overtime, the minimum payment to be for one hour. When working by on board a ship off articles an engineer shall be paid 2s. 6d. per day or part of a day dirt money. The foregoing rates are not cumulative and where an engineer qualifies for both rates the higher rate only shall be payable.

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 12 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 representatives 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) "Day" means from midnight to midnight.

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

(f) For the purpose of time off a working day shall not include a Saturday, Sunday or holiday.

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

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:

| | Per Hour | |
|---|----------|----|
| | s. | d. |
| From 5 p.m. to 10 p.m. | 1 | 2 |
| From 10 p.m. to 7 a.m. and on Sundays and holidays | 3 | 6 |

Maintenance of Steam For Cargo Work

25. When an engineer is called upon to maintain steam while cargo is being worked in the absence of the donkeyman he shall be paid 3s. per hour additional payment ordinary and overtime for each hour so worked, whether watches have been set or not.

Chief Engineers' Seniority and Efficiency Bonus

26. (a) The following seniority and efficiency bonus payments 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 1st 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 |

(b) 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.

(c) 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 (a) hereof.

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 be deemed to have come into force on 1 May 1961 and shall continue in force until 30 April 1963.

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

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

[L.S.]

M. H. MURRAY, President.
W. A. SCOTT, Secretary.

Witness to the signature of the New Zealand Institute of Marine and Power Engineers (Incorporated) Wellington Branch—I. M. RENNER, Private Secretary.

For the New Zealand Shipowners' Federation (Incorporated) acting as agents for the employers.

G. W. MITCHELL, Secretary.

Witness to the signature of the New Zealand Shipowners' Federation (Incorporated)—S. R. WILSON, Typist, Wellington.

(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 26th day of May 1961.)