

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 27th day of June 1963, 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.

T. 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.	77	1	0	—	—	—	—	—	—	—	—	—
20 and under 40 n.h.p.	79	11	3	—	—	—	—	—	—	—	—	—
40 and under 60 n.h.p.	80	3	6	70	4	9	66	7	9	—	—	—
60 and under 80 n.h.p.	81	7	2	70	4	9	67	17	0	—	—	—
80 and under 100 n.h.p.	82	13	8	71	14	0	67	17	0	—	—	—
100 and under 150 n.h.p.	83	17	4	71	14	0	67	17	0	—	—	—
150 and under 200 n.h.p.	85	9	1	74	12	0	68	12	3	64	11	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:

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

4

where N is number of cylinders

D is diameter of cylinders in inches

S is stroke in inches

B.h.p. is n.h.p. of internal combustion engines other than diesel

5

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 15s. 4d. 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	2	6
Second engineers	2	19	0
Third engineers	2	7	3
All other engineers	2	1	0

(h) When a vessel is carrying five or more tons of blasting explosives engineers shall be paid an additional sum of 5s. 1½d. per day from the commencement of loading until completion of discharge.

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 7
Second engineers	..	..	..	12 3½
Third engineers	..	..	..	11 5
Fourth engineers	..	..	..	10 8

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 when 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.

(d) Where a vessel which normally carries three engineers sails short of its complement the chief engineer and second engineer shall receive an additional 33½ per cent to the overtime rate prescribed in subclause (a) hereof for any hours worked in excess of eight on the day of sailing, on the day of arrival and on the days spent at sea.

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	6	2
For accommodation only ..	..	..	..	..	1	3	1
For victualling only ..	..	..	..	..	1	3	1

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. (a) 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.

(b) An engineer who at the direction of his employers has to leave his home port on travel involving a Sunday or holiday to proceed to another port in New Zealand shall be paid an extra day's sea pay, or, in lieu thereof at his option shall be given 24 consecutive hours' time off in his home port, but this shall not apply in the case of an engineer who arrives at his destination on the morning of a Sunday or holiday.

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 invalided 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 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.

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 and Overall Allowance

13. All engineers shall be paid an overall allowance of 12s. 6d. per month *pro rata*. When an engineer provides himself with a uniform to his company's standard and wears same when on duty this allowance shall be increased to £2 5s. per month.

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, the day following New Year's Day in lieu of Anniversary Day, Good Friday, Easter Monday, Labour Day, the birthday of the reigning Sovereign, Christmas Day, and Boxing Day.

Conditional holiday: When a vessel is in a New Zealand port on a day which is observed as a holiday by the waterfront industry of that port, 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 be paid overtime for hours worked.

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, the day following New Year's Day in lieu of Anniversary 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 subclauses 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. 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. 9½d. 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 3s. 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, Orehunga, 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 3
From 10 p.m. to 7 a.m. and on Sundays and holidays	3 10

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. 1d. 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, 1963, and shall be withheld only in any case of gross negligence:

	Per Annum
	£ s. d.
During the 1st year of service as a permanent chief engineer	30 15 0
After 1 year's service with the company as permanent chief engineer	36 18 0
After 2 years' service with the company as permanent chief engineer	43 1 0
After 3 years' service with the company as permanent chief engineer	49 4 0
After 4 years' service with the company as permanent chief engineer	57 8 0
After 5 years' service with the company as permanent chief engineer	67 13 0
After 6 years' service with the company as permanent chief engineer	73 16 0
After 7 years' service with the company as permanent chief engineer	79 19 0
After 8 years' service with the company as permanent chief engineer	86 2 0
After 9 years' service with the company as permanent chief engineer	92 5 0
After 10 years' service with the company as permanent chief engineer	98 8 0

(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.

Paid Study Leave

27. (a) An engineer not holding a 1st class certificate and who has been in the service of the same company for 12 months or more and comes ashore to study and sit for the 1st Class Certificate of Commonwealth Validity or 1st Class Coastal Motor shall be paid the sum of £10 5s. per week from the time of coming ashore until the time such certificate is secured, with a maximum period of 10 weeks and upon returning to the company's service after obtaining such certificate he shall be paid a bonus of £61 10s.

(b) Paid study leave is conditional upon eligibility to take the examination and where an engineering school is available upon reports of regular attendance from the director of such school.

(c) An engineer who has been granted paid study leave up to the maximum period of 10 weeks referred to in sub-clause (a) of this clause and who fails to qualify for either of the certificates referred to shall not subsequently be entitled to claim further paid study leave from the same or another employer bound by this agreement: provided however that should such engineer subsequently at his own expense and whilst in the service of another employer secure either of the said certificates he shall be entitled to receive payment of the bonus of £61 10s. referred to in subclause (a) of this clause if he has already completed six months' service with such other employer or on the completion of six months' service as the case may be.

(d) An engineer who has been granted paid study leave by a employer up to the maximum period of 10 weeks mentioned in subclause (a) of this clause for the purpose of obtaining either of the certificates referred to shall not thereafter be entitled to claim further paid study leave from the same or another employer.

(e) An engineer who has received the bonus of £61 10s. referred to in subclause (a) of this clause in respect of the 1st Class Coastal Motor Certificate shall not be entitled to receive a further bonus of £61 10s. from the same or another employer upon his qualifying for the 1st Class Certificate of Commonwealth Validity.

Preference

28. (a) Any adult person engaged or employed in any position or employment subject to this agreement, shall, if he is not already a member of the institute become a member thereof within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to sub-clause (a) hereof, every adult person so engaged or employed shall remain a member of the institute so long as he continues in any position or employment subject to this agreement.

(c) Every worker obliged under sub-clause (a) hereof to become a member of the institute who fails to become a member, as required by that sub-clause, after being requested to do so by any officer or authorised representative of the institute, and every worker who fails to remain a member of the institute in accordance with sub-clause (b) hereof commits a breach of this agreement and shall be liable accordingly pursuant to the Labour Disputes Investigation Act 1913.

(d) The employer commits a breach of this agreement if he continues to employ any worker to whom sub-clause (a) and (b) apply, after having been notified by any officer or authorised representative of the institute that the worker has been requested to become a member of the institute and has failed to do so, or that the worker having become a member of the institute has failed to remain a member.

Scope of Agreement

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

Exclusion From Operation of General Wage Order

30. The rates of remuneration provided for in this agreement shall not be subject to the $2\frac{1}{2}$ per cent increase as provided by the general order of the Court of Arbitration dated 4 July 1962.

Term of Agreement

31. This agreement shall be deemed to have come into force on 1 June 1963 and shall continue in force until 30 June 1964.

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—L. CUMMINGHAM, Typist.

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.

[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 1st day of July 1963.]