

MARINE ENGINEERS' TANKER AGREEMENT (OTHER THAN CHIEF ENGINEERS)—AGREEMENT UNDER THE LABOUR DISPUTES INVESTIGATION ACT 1913

[Filed in the Office of the Clerk of Awards, Wellington]

THIS agreement made in pursuance of the Labour Disputes Investigation Act 1913, this 25th day of June 1965 between the Union Steam Ship Co. of New Zealand Ltd., Wellington (hereinafter called "the employers") of the one part, and the New Zealand Institute of Marine and Power Engineers (Incorporated) (hereinafter called "the institute") of the other part, witnesseth that it is hereby mutually agreed by and between the said parties that:

(a) Henceforth the terms, conditions, stipulations and provisions of the agreement between the New Zealand Institute of Marine and Power Engineers and the Union Steam Ship Co. of New Zealand Ltd. dated 30 April 1964 (hereinafter referred to as "the other agreement") shall in no way apply to the operation of or conditions of service in bulk petroleum tankers.

(b) The following rates and conditions of employment shall apply:

Clause 1—Salaries

(a) The salaries to be paid per calendar month shall be as follows:

Years of Service	Total per Month								
	With Foreign-going Certificate of Rank Only			With Foreign-going Superior Certificate Second Class			First Class		
	£	s.	d.	£	s.	d.	£	s.	d.
Engineers below the rank of fourth	130	0	0	.....	.....	.....	.....	.....	.....
Fourth engineer—									
First year	138	0	0	145	0	0	146	10	0
Second and subsequent years	141	0	0	148	0	0	149	10	0
Third engineer—									
First year	148	0	0	155	0	0	156	10	0
Second and subsequent years	151	0	0	158	0	0	159	10	0
Second engineer—									
First year	163	0	0	.....	.....	.....	172	10	0
Second and third years	166	0	0	.....	.....	.....	175	10	0
Fourth and fifth years	168	0	0	.....	.....	.....	177	10	0
Sixth and seventh years	170	0	0	.....	.....	.....	179	10	0
Eighth and subsequent years	172	0	0	.....	.....	.....	181	10	0

The foregoing applies to bulk petroleum tankers up to 10,000 tons deadweight and an additional £4 per month shall be paid for service on vessels over 10,000 tons deadweight and up to 20,000 tons deadweight.

(b) "Service" means continuous service with the Union Steam Ship Co. of New Zealand Ltd., and in each classification shall count from the commencement of the month following the date of appointment.

(c) "Tanker service" means continuous service on a tanker operated by the Union Steam Ship Co. of New Zealand Ltd.

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

(e) *Payment of Salaries*—In a tanker in a New Zealand port between the 16th and 20th of a month an engineer shall be entitled to draw a half monthly salary advance.

A monthly account of salary shall be supplied to each engineer at the time of payment.

(f) Contributions for pension fund purposes will be calculated on the wages payable under clause 1 (a) in the other agreement.

Clause 2—Conditions of Employment

Whereas the conditions for the operation of dry cargo vessels are linked substantially with the 40 hours, five day week observed by workers on shore, tankers operate 24 hours a day, seven days a week throughout most of the year. Conditions of the "Hours and Overtime" clause provided in the other agreement are, therefore, inappropriate and it is acknowledged:

(a) Except as provided in clause 3 hereof, every engineer shall be liable for duty at any time at sea or in port, whether on Sundays, holidays or any other day.

(b) If required by the employer, an engineer may be called upon to remain on board as ship-keeper and provide essential services.

(c) The salaries set out in clause 1 are total salaries paid in return for all work relating to the special conditions necessary for round-the-clock tanker operation and will be payable in full:

(i) During periods of leave as provided in clause 3 hereof, and

(ii) During periods invalidated on shore as provided in clause 11 hereof.

(d) The master and chief engineer will endeavour to ensure that the total work load, especially that portion undertaken outside what would otherwise be regarded as "normal working hours" will be equitably shared among all engineers.

(e) The chief engineer shall make every endeavour to allow engineers a reasonable period for unbroken meal hours during times normally observed.

(f) Reasonable time off will be allowed when an engineer's attendance is not required on board the tanker in port, but unless taken in accordance with the provisions of clause 3 this will not be in liquidation of any leave entitlement.

(g) The duties of respective engineers shall be as defined from time to time by the employer.

Clause 3—Leave

Ten weeks' leave will be granted during each period of 12 months. Consistent with the ability to provide relief for all the engineers on the tanker concerned and to fit in also with the arrival time of the tanker either at Auckland or Marsden Point leave will be granted and taken on the basis of voyages. The basis of entitlement will be:

Two weeks' leave after every 11 weeks' service during the first three-quarters of an engineer's year of service in the tanker and four weeks' annual leave after the remaining nine weeks' tanker service in the year.

Leave not taken will accumulate to be given in conjunction with a subsequent leave period under the above. Where an engineer transfers from the tanker to the other service or *vice versa*, any leave due will be taken in conjunction with a subsequent leave period. The pay of an engineer during such accumulated leave will be at the rate appropriate to the service in which such leave was accumulated.

Leave periods of 24 hours may be liquidated against leave due if engineers can arrange this at any time by mutual agreement.

The employer shall give each engineer adequate notice of dates when each leave shall start and end. He shall endeavour to give at least seven days' notice for annual leave and shall give a minimum of 48 hours' notice of any alteration necessary in those dates occasioned by any unexpected variations in tanker movements.

When an engineer is dismissed or resigns from the service he shall be paid for any leave entitlement due under this clause.

Clause 4—Accommodation

The employer shall make the necessary arrangements to ensure that the accommodation for engineers is kept in a clean and sanitary condition. The rooms shall be cleaned and fumigated once in every 12 months and painted once in every two years. Bathrooms and lavatories shall be cleaned and paintwork renovated as considered necessary.

Clause 5—Home Port

The home port of each engineer shall be Auckland, or Whangarei, but any other port may be nominated by prior agreement between the employer and the engineer concerned.

Clause 6—Victualling and Accommodation

Except during the absence on leave as provided by clause 3 hereof engineers shall be entitled to meals and proper accommodation up to the ordinary standard or else shall receive an allowance as follows:

	Per day		
	£	s.	d.
For victualling and accommodation	2	13	0
For accommodation only	1	6	6
For victualling only	1	6	6

Provided that an engineer who is at his home port shall be paid a victualling allowance only.

In cases where accommodation is not available at these rates, the difference shall be made up by the employer, this also to include the engineer who, while working on the tanker at his home port, necessarily has to live in an hotel.

Clause 7—Petty Expenses

The employer shall pay any reasonable expenses of an engineer incurred in the service of or in the interests of the employer.

Clause 8—Expenses, Badges, etc.

(a) Whenever an engineer has to proceed for the purposes of the employer from one port or place to another, he shall be paid his reasonable travelling expenses at first-class rate, and when travelling by train at night shall include a sleeper, or the cost thereof. For air travel outside New Zealand economy class fare will be provided.

(b) Engineers when travelling in the employer's vessels other than in island or overseas services shall be granted a concession of 50 per cent on the fare.

(c) Should the engineer requisition for same, uniform trimmings in accordance with the employer's schedule shall be provided free of charge.

(d) The employer shall pay (in addition to fees on signing on any articles of agreement) any fees payable on signing off in the case of transfer, from one vessel of the employer to another vessel of the same employer.

(e) A uniform and overall allowance of £2 5s. per month shall be paid to all engineers.

(f) Except as provided in clause 8 (c) hereof uniform in accordance with the employer's schedule shall be provided by the engineer.

Clause 9—Ships Stranded or Wrecked

In the event of the engineer losing his clothes or effects through the wreck or loss of the tanker 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. In addition, he shall be reimbursed for any loss through such causes up to £50 for instruments, text books, etc.

Clause 10—Discharge

(a) Notwithstanding anything contained in articles of agreement signed by the engineers, when an engineer has served six months continuously with the employer, his service shall be terminable only by one calendar month's notice in writing on either side, but in the case of the discharge of an engineer the employer shall have the option of paying one month's salary (without victualling or accommodation allowance) in lieu thereof. Where the employer is determining the employment leave accrued under clause 3 hereof shall not be considered as part of notice of termination of employment.

(b) Except in the case of dismissal for misconduct, when an engineer is discharged from the employer's service or when his month's notice expires in other than his home port he shall be allowed a free passage and remain on pay until arrival at his home port.

(c) This clause shall not apply to the case of dismissal for misconduct or to the case of transfer from one ship of the employer's to another.

Clause 11—Sick Pay and Accident Compensation

(a) When an engineer is invalidated on shore in or beyond New Zealand with illness or accident contracted in the service of the tanker at any time after joining the tanker he shall be granted the benefits provided in the New Zealand Shipping and Seamen Act 1952, and if invalidated on shore beyond New Zealand with illness or accident contracted in the service of the tanker shall (except in the case of death) be returned to his port of shipment in New Zealand and his salary shall continue until the time he should in due course arrive at such port, but shall not in any case exceed a maximum of six months from the date he is invalidated on shore.

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

Clause 12—Certificate of Competency

An engineer, who, while in the service of the company, secures a second class Certificate of Commonwealth Validity and who then continues in the service of the company shall, if still in the company's employ six months after the date of securing the certificate, be paid a bonus of £65 5s., and refunded the sum of £20 to compensate him for the schooling fees in obtaining such certificate.

An engineer, who, while in the service of the company, secures a first class Certificate of Commonwealth Validity and who then continues in the service of the company, shall, if still in the company's employ six months after the date of securing the certificate, be paid a bonus of £108 12s. 6d., and refunded the sum of £25 as compensation for schooling fees in obtaining such certificate.

An engineer, who, while in the service of the company, comes ashore to secure a Second Class Certificate of Commonwealth Validity, shall be paid the sum of £10 17s. 6d. per week while studying for such certificate up to a maximum of 10 weeks. An engineer who similarly comes ashore for study leave to sit for his Chief Engineer's M.O.T. Certificate of Commonwealth Validity, shall be paid the sum of £10 17s. 6d. per week up to a maximum of 16 weeks. In no case shall the payment of £10 17s. 6d. per week exceed 10 weeks or 16 weeks (as the case may be) for securing the full respective certificate.

Clause 13—Disputes

(a) The essence of this agreement being that the work of the employer shall always proceed as if no dispute has arisen, it is provided that if any dispute or difference shall arise between the parties bound by this agreement as to any matter whatsoever arising out of or connected therewith, every such dispute or difference as the same shall arise (if not settled by mutual arrangement between the particular employer and employee concerned) shall be referred for settlement to a committee consisting of two persons nominated and appointed by the employers and two by the institute, who may, in the event of their failing to agree, appoint an arbitrator. The finding or award of such committee or arbitrator shall be final and binding on the parties hereto.

(b) Notwithstanding any other provision of this agreement, the parties hereto agree that any dispute affecting engineers on any vessel other than a tanker shall in no way affect engineers employed on tankers and shall not give rise to any dispute, stoppage, or other delay to the normal operation of such tankers.

Clause 14—Preference

(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.

Clause 15—Application of Agreement

This agreement shall apply to the parties hereto, but covering only bulk petroleum tankers operated on behalf of New Zealand oil companies, for which articles are taken out in New Zealand.

Clause 16—Ships Articles

The following clause shall be inserted in the articles of agreement of tankers coming within the scope of this agreement and operated by the employer who is bound thereby:

“It is also agreed that the current Marine Engineers’ Tanker Agreement between the Union Steam Ship Co. of New Zealand Ltd. and the New Zealand Institute of Marine and Power Engineers in respect of wages and conditions of employment of marine engineers and electricians shall form part of this agreement and be deemed to be incorporated therein”.

Clause 17—Exclusion from Courts Order

The Court of Arbitration’s 6 per cent General Wage Order of 19 August 1964, has been taken account of in this agreement and accordingly the Court’s order shall not apply.

Clause 18—Term of Agreement

This agreement shall come into force on the 1st day of June 1965, and shall continue in force until the 31st day of March 1966.

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

For the New Zealand Institute of Marine and Power Engineers (Incorporated):

S. J. CRABBE, President.

E. R. MARTIN, Acting Secretary.

Witness to the above signature—E. de Lara-Bell.

For the Union Steam Ship Co. of New Zealand Ltd.:

A. T. WAUGH, General Manager.

Witness to the above signature—R. T. Goddard.

[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 25th day of June 1965.]