

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

This agreement, made in pursuance of the Labour Disputes Investigation Act 1913, this fifth day of October 1972 between the Auckland Scow Owners' Association comprising the following members.

Alert Towing Co. Limited  
McCallum Bros. Limited  
Owhiti Shipping Company  
Parry Bros. Limited  
Subritzky Shipping Line Limited  
Wright's Sand Co. Limited

(hereinafter referred to as the employers) on the one part, and the New Zealand Institute of Marine and Power Engineers, Incorporated, Auckland Branch (hereinafter referred to as the Institute) on the other part, whereby it is mutually agreed by and between the parties hereto as follows:

(a) That the terms, conditions, stipulations and provisions contained and set out in the Schedule hereto shall be binding upon the said parties, and shall be deemed to be and are hereby incorporated in and declared to form part of the Agreement.

(b) 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

SALARIES

1. (a) The minimum rates of Salary shall be as follows:—

	From 1.10.72 to 25.10.72	From 26.10.72
Engineers of Tugs Towing Barges with 2 Cranes:	6679.88	6960.43
Engineers of Tugs Towing Barges with 1 Crane or Swing Gear	6315.52	6580.77

(b) For the purpose of calculating payments for broken periods a day's pay shall be reckoned as one three-hundred and sixtieth part of the appropriate annual salary.

(c) The rate of remuneration stated in Sub-Clause (a) hereof together with payments which may be made under Clauses 6 and 12 cover all monetary rewards due to the Engineer for all services performed. The Salary shall be payable on the first day of every month or as near thereto as is practicable.

(d) The whole of Clause D applies only to the Owhiti.

The Engineer of the Owhiti shall be paid \$336.43 per calendar month from the 1st October to 25th October 1972 and \$350.56 per calendar month from 26th October 1972 and the following "trip" money shall be paid, for loads of 50 per cent and over, in lieu of overtime and restriction of hours.

	From 1.10.72 to 25.10.72	From 26.10.72
Inside a direct line from Takatu Point to Cape Colville ... .. +21.45%	\$5.30	+26.55% 5.52
From Auckland to ports between Takatu Point and Whangarei ... ..	9.62	10.02
From Auckland to ports between Cape Colville and Whangapoua ... ..	9.62	10.02
From Auckland to Thames River ... ..	9.62	10.02
From Auckland to Portland and Whangarei	10.69	11.14

	From 1.10.72 to 25.10.72	From 26.10.72
From Auckland to ports between Whangapoua and East Cape ... ..	11.85	12.35
From Auckland to ports beyond Whangarei to Whangaroa incl. ... ..	13.01	13.62
From Auckland and Whangarei to ports beyond Whangaroa ... ..	15.59	16.25
From Auckland to ports beyond East Cape...	15.59	16.25

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 percent, full trip money shall be paid; for part loads under 50 per cent, half trip money shall be paid; for part loads under 25 percent, quarter trip money shall be paid.

The foregoing scale does not prescribe the number of engineers to be carried in any vessel.

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

### HOURS OF WORK

- In vessels carrying a single or sole engineer, there shall be no limitation of hours.

### TIME OFF

3. As from 1st June, 1970 engineers shall be given eight days time off per calendar month in continuous periods of at least twenty-four hours. Any fraction of a twenty-four hour period shall be disregarded except that in the event of finishing work before noon on Saturday and not resuming duty before 7 a.m. on the following Monday, such time off shall be counted as one and a half days.

Time off shall be given in Auckland in the month in which it becomes due, or not later than the end of the following month.

### DUTY

4. 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.

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 \$3 for such work. This clause applies only to the Port of Auckland.

### HOLIDAYS

5. 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, and the day following, Anniversary Day observed in the Auckland Provincial District, Good Friday, Easter Monday, the Birthday of the reigning Sovereign, Labour Day and 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 twelve months continuous service shall be entitled to leave of absence on full sea-pay as follows:

Chief and sole Engineer for a period of twenty-one days.

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

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

### VICTUALLING AND ACCOMMODATION

- 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
For Victualling and Accommodation ... ..	\$6.82
For Accommodation only ... ..	\$3.41
For Victualling only ... ..	\$3.41

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 employer retains the services of any engineer for any work in connection with the ship, such engineer shall be entitled to his basic 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.

#### ACCOMMODATION

8. 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 when necessary and shall provide bedding, linen and soap.

Should any question as to the necessity for painting quarters arise it shall be decided between the Secretary of the Auckland Branch of the New Zealand Institute of Marine and Power Engineers (Inc.) and the Company concerned.

#### MEDICAL BENEFIT

9. (a) Where an engineer is invalidated on shore in or beyond New Zealand 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 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

10. (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 fourteen 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-clauses (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.

## DEFINITIONS

11. "Sand and Shingle Vessel" 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 carriage of goods to places other than those to which there is a regular shipping service.

## CLOTHING ALLOWANCE

12. In lieu of being provided by the employer with uniforms and protective and/or waterproof clothing, engineers shall receive an allowance of \$7.00 per month.

## SHIPWRECK

13. 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 \$400.00.

## SETTLEMENT OF DISPUTES

14. 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.

## TERM OF AGREEMENT

15. This Agreement shall be deemed to have come into force on the 1st October, 1972 and shall continue in force until 31st March 1973.

In witness whereof the parties have hereto set their hand the day and year first above written.

For: Alert Towing Co. Limited

E. L. BARKER

McCallum Bros. Limited

A. J. LITTLE

Owhiti Shipping Company

A. J. MOORE

Parry Bros. Limited

E. L. BARKER

Subritzky Shipping Line Limited

H. A. SUBRITZKY

Wright's Sand Co. Limited

K. H. WRIGHT

For: The New Zealand Institute of Marine & Power Engineers, Inc. Auckland Branch

C. S. HARNETT

(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 13<sup>th</sup> day of February 1973)