

**NEW ZEALAND RAILWAYS CHIEF ENGINEERS – AGREEMENT UNDER THE  
LABOUR DISPUTES INVESTIGATION ACT 1913**

This agreement made in pursuance of the Labour Disputes Investigation Act, 1913 this 11th day of October 1972 between the General Manager of Railways and the New Zealand Institute of Marine and Power Engineers (Incorporated) Wellington Branch prescribes the salaries and conditions of employment of Chief Engineers on the Department's rail ferries operating between Picton and Wellington.

**SALARIES**

1. (a) Salaries to be paid per annum shall be as follows:

	\$
1st and 2nd year of service as Chief Engineer . . .	11,403
3rd and 4th year of service as Chief Engineer . . .	11,611
5th and 6th year of service as Chief Engineer . . .	11,819
7th and 8th year of service as Chief Engineer . . .	12,027
9th and 10th year of service as Chief Engineer . . .	12,235
11th and 12th year of service as Chief Engineer . . .	12,443
13th and 14th year of service as Chief Engineer . . .	12,651
15th and 16th year of service as Chief Engineer . . .	12,859
17th and 18th year of service as Chief Engineer . . .	13,068
19th year of service as Chief Engineer and onwards . . .	13,275

(b) The foregoing salaries make provision for all duties performed whether in port or at sea including hours of duty which may be in excess of forty hours per week and shall be payable at fortnightly intervals either in cash or directly into the officer's trading bank account, trustee or Post Office savings accounts at his discretion. These salaries shall also be paid while on annual leave or while on time off.

(c) For the purposes of calculating payments for broken periods a day shall be reckoned as one three-hundred-and-sixty fifth part of the annual salary.

(d) Officers on annual leave shall be paid "keep allowance" at the rate of \$2.00 per week whilst on annual leave and on periods of time off of seven consecutive days or more.

(e) The Department shall advise the Institute when alterations to the timetable of the vessels are required and the matter will be negotiated between the Department and the Institute.

**ANNUAL LEAVE**

2. (a) While two Chief Engineers are employed on each rail ferry and the vessels operate on an up to 23 sailing schedule Chief Engineers shall for each year of service be entitled to eleven and four-fifths weeks annual leave to be taken in minimum periods of four weeks or as agreed to between the Department and the Institute.

(b) While three Chief Engineers are employed on each rail ferry and the vessels operate on an average of 25 sailings, Chief Engineers shall for each year of service be entitled to eight (8) weeks annual leave to be taken in four weekly periods at approximately 6-monthly intervals or as agreed to between the Department and the Institute.

(c) A Chief Engineer shall not be recalled from his annual leave without his consent. Should he agree to be so recalled, balance of the unexpired leave shall be granted to him as soon as possible or added to his next annual leave as the Chief Engineer elects, but the Chief Engineer shall have the option of accepting in lieu thereof payment at the daily rate for each day sacrificed (i.e. for each day he is employed when he should have remained on leave he will receive a total of double pay). The foregoing does not apply to the Chief Engineer who himself elects to return to duty before the expiry of his holiday.

(d) Should a Chief Engineer be recalled from rostered time off and work on one or more days on which he would otherwise have been off duty, he may accumulate one day's time off for each day worked; such accumulated time off to be granted at such time/s as is convenient to the Department.

#### HOME PORT

3. The home port of each Chief Engineer shall be Wellington. However, there will be no objection to Chief Engineers who reside in the South Island mutually changing shifts with their counterparts at Picton provided that the Manager Air/Sea Services is informed in advance. Chief Engineers serving on the vessels before 1 November 1971 who reside at Nelson will be granted a warrant for free bus travel between Picton and Nelson and vice versa to and from time off.

Chief Engineers residing in the South Island will, on application to the Manager Air/Sea Services, be supplied with a free return ticket by the rail ferries between the home port and Picton for use when proceeding on and returning from time off.

#### TRAVELLING, EXPENSES, BADGES, ETC.

4. (a) Whenever a Chief Engineer has to proceed for the purpose of the Department from one port or place to another, he shall be paid his reasonable travelling expenses at first-class rates; this includes air travel outside New Zealand.

(b) Uniform trimmings as may be necessary for the service shall be provided by the Department free of charge.

(c) Any reasonable expenses incurred in the interest of the Department by a Chief Engineer shall be refunded by the Department.

(d) Chief Engineers, their wives and dependent children may be granted passenger travel by the Cook Strait rail ferries at 50 percent of the ordinary fare. "Dependent children" means such children as, in the opinion of the General Manager, are substantially dependent on the Chief Engineer for their maintenance.

#### RETIRING LEAVE

5. Chief Engineers will be entitled to retiring leave in accordance with the scale below with a 10 percent deduction should his record warrant this.

Continuous Service with Department –

Under 10 years – Nil.

10 years and under 15 years – 30 days (6 weeks).

15 years and under 20 years – 40 days (8 weeks).

20 years to 40 years – 65 days to 131 days depending on service.

NOTE – Retiring leave shall not be granted to Chief Engineers who are less than 60 years of age unless they are retired medically unfit.

#### VICTUALLING AND ACCOMMODATION

6. (a) Except during absence by leave or time off under clause 2 hereof, every Chief Engineer shall be entitled to meals, and proper accommodation up to the ordinary standard, either on his vessel or on any other convenient vessel of the same owner, or else to receive an allowance as follows:

	Per Day
	\$
For victualling and accommodation . . . . .	10
For accommodation only . . . . .	5
For victualling only . . . . .	5

(b) Except as provided in subclause (c) hereof a Chief Engineer working by his ship at Wellington shall be paid victualling allowance only.

(c) A Chief Engineer employed by the Department who, in the opinion of the General Manager, resides such a distance from Wellington as it would be unreasonable for him to live at home while working by his ship, may be reimbursed actual and reasonable expenses for his meals and accommodation or he may elect to arrange his own accommodation and be paid victualling and accommodation allowance.

#### SICK PAY

7. Should a Chief Engineer be invalidated on shore in or beyond New Zealand with illness or accident contracted in the service of the vessel or the Department 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 vessel or the Department shall, except in the case of death, be returned to his home port in New Zealand and his salary shall continue until the time he shall in due course arrive at such home port but shall not in any case exceed a maximum of 6 months from the date he is invalidated on shore. For the purpose of this clause, a Chief Engineer shall be deemed to come within the scope of the New Zealand Shipping and Seamen Act 1952. Chief Engineers who transferred from the Union Steamship Company on 1 November 1971 shall receive an initial entitlement of 60 days on full pay which shall be increased by five (5) days on full pay per annum for each year of service commencing from 1 November 1971. Sick leave under fourteen (14) days or over three (3) months and other illness not covered by section 68 will be met from this entitlement. For Chief Engineers who did not transfer from the Union Steamship Company on 1 November 1971 and others who join the Department on or after that date the scale of sick leave on full pay will be as follows:

Service	Aggregate Period for Which Sick Leave on Pay May be Granted During Service
Over six months and under one year	10 days (2 weeks)
Over one year and under two years	20 days (4 weeks)

Then 5 days per annum which if not taken will accumulate for use in any future sickness not covered by section 68.

#### GENERAL PROVISIONS

8. (a) Uniform in accordance with instructions contained in the Department's "Instructions for Officers" handbook shall be provided by the Chief Engineer. A uniform and overall allowance of \$2.30 per week shall be paid by the Department to each Chief Engineer.

(b) In the event of a Chief Engineer losing his clothes or effects through the wreck or loss of the ship or damage to quarters by fire, flooding or collision, the Department shall reimburse him for the loss but the amount of such reimbursement shall not exceed \$520.00 for clothing and effects and \$180 for tools, instruments, etc.

(c) The service of the Chief Engineer with the Department shall be terminable by one calendar month's notice in writing on either side or the payment of the one month's salary in lieu thereof.

#### UNQUALIFIED PREFERENCE

9. (a) Any Chief Engineer employed by the Department and subject to this agreement shall if he is not already a member of the Institute bound by this agreement, become a member of the Institute within 14 days after his engagement.

(b) Every Chief Engineer so engaged or employed shall remain a member of the Institute bound by this agreement so long as he continues in any position or employment subject to this agreement.

(c) Every Chief Engineer obliged under subclause (a) hereof to become a member of the Institute who fails to become a member as required to become by that subclause, after being requested to do so by an authorised representative of the Institute, and every Chief Engineer who fails to remain a member of the Institute in accordance with subclause (b) hereof commits a breach of this agreement and shall be liable accordingly pursuant to the Labour Disputes Investigation Act 1913.

(d) The Department commits a breach of this agreement if it continues to employ any Chief Engineer to whom subclause (a) and (b) apply, after having been notified by an authorised representative of the Institute that the Chief Engineer has been requested to become a member of the Institute and has failed to do so, or that the Chief Engineer having become a member of the Institute has failed to remain a member.

#### APPLICATION OF AGREEMENT

10. This agreement shall apply to the Department's rail ferries operating between Wellington and Picton.

#### SHIPS ARTICLES

11. The following clause shall be inserted in the Articles of Agreement of ships coming within the scope of this agreement and belonging to the Department who is bound thereby:

"It is also agreed that the current agreement between the Department and the New Zealand Institute of Marine and Power Engineers, Wellington Branch, in respect of wages and conditions of employment of Chief Engineers shall form part of this agreement and be deemed to be incorporated therein."

#### DISPUTES COMMITTEE

12. (a) The essence of this agreement being that the work of the Department 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 agreement between the Department and employee concerned) shall be referred for settlement to a committee consisting of two persons nominated and appointed by the Department and two by the Institute, who may, in the event of them failing to agree, appoint an Arbitrator. The finding or award of such committee or arbitrator shall be final and binding to the parties hereto.

(b) Notwithstanding any other provision of this agreement, the parties hereto agree that any dispute affecting Chief Engineers on any vessel other than a rail ferry shall unless otherwise directed by the Institute's National Executive, in no way affect Chief Engineers employed on rail ferries and shall not give rise to any dispute, stoppage, or other delay to the normal operation of such rail ferries.

#### RETIREMENT AGE

13. Chief Engineers may retire at 60 years of age and will be required to retire from the service of the Railways Department on attaining the age of 65 years.

#### TERM OF AGREEMENT

14. The salaries prescribed in clause 1 (a) shall be deemed to have come into force from and including 16 January 1972; the other conditions of this agreement shall be effective as from the date hereof and this agreement shall continue in force for one year from the date approval is given by the Remuneration Authority or until a new agreement between the parties supersedes this agreement: provided however that if no new agreement is

entered into within eighteen months from the date of such approval being given then this agreement shall expire upon the expiration of the said period of eighteen months.

Dated at Wellington this 11th day of October 1972.

Signed on behalf of the N.Z. Institute of Marine and Power Engineers (Inc) Wellington Branch:

Witness – M. L. Teague.

D. J. Munroe, Secretary.

Signed on behalf of the General Manager of Railways in exercise of the power delegated to him by the Minister of Railways pursuant to Section 7 of the Government Railways Act 1949:

J. W. Dempsey, Deputy General Manager.

Witness – M. J. Adamson.

(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 December 1972).