

UNION STEAM SHIP CO. OF NEW ZEALAND LTD. MARINE ENGINEERS (OTHER THAN CHIEF ENGINEERS)—AGREEMENT UNDER THE LABOUR DISPUTES INVESTIGATION ACT 1913

THIS agreement made in pursuance of the Labour Disputes Investigation Act 1913, this 21st day of April 1961 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 the following rates and conditions of employment shall apply:

*Clause 1: Wages*

(a) The rates of wages are 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 designed shaft horse power of each vessel.

Class	Second Engineer		Third Engineer		Fourth Engineer	
	£	s. d.	£	s. d.	£	s. d.
1,000 s.h.p. .. ..	72	5 0	65	15 0	..	..
1,000 and under 3,000 s.h.p. ..	74	17 6	69	2 6	63	17 6
3,000 and under 5,000 s.h.p. ..	77	0 0	69	2 6	63	17 6
5,000 and under 7,000 s.h.p. ..	79	2 6	71	10 0	66	7 6
7,000 and under 10,000 s.h.p. ..	80	12 6	72	12 6	68	7 6
10,000 and under 15,000 s.h.p. ..	81	15 0	74	5 0	69	15 0
15,000 and over .. ..	83	7 6	75	12 6	71	7 6
					Per Month	
					£	s. d.
All under rank of fourth engineer .. ..	..	..	..	..	56	5 0
Refrigerating engineer "Matua", "Tofua", "Tarawera" ..	..	..	..	..	69	0 0

*Motor Vessels—*

The rates of pay for engineers employed on motor vessels shall be per calendar month:

	£	s.	d.
Second engineer .. ..	4	0	6
Third engineer .. ..	2	17	6
Fourth engineer .. ..	2	6	0

and £1 3s. per month for all under the rank of fourth engineer above the schedule rate for vessels of similar s.h.p.

	£	s.	d.
Refrigerating engineer, "Matua", "Tofua" and "Tarawera" .. ..	2	17	6

*Electricians—*

The rate of pay for electricians shall be £60 5s. per calendar month, with the following exceptions and whose rates of pay per calendar month shall be as follows:

	£	s.	d.
First electrician "Rangatira", "Hinemoa" and "Maori" .. ..	72	7	6
Second electrician "Rangatira" "Hinemoa" and "Maori" .. ..	66	2	6
Sole electrician "Matua", "Wairata" "Wairimu" and "Tofua" .. ..	69	17	6

An extra £2 per month shall be paid to electricians with over 10 years' continuous service with the company.

(b) The above scale does not prescribe the number of engineers or electricians to be carried on any vessel.

(c) The "designed shaft horse power" of a vessel is the maximum power of the machinery available for propulsion.

(d) For the purpose of calculating payments for 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, while on annual leave, and while ashore under section 68 of the 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.

*Clause 2: Hours of Work, Time Off, Sundays and Holidays*

(a) Except as hereinafter provided the time of duty in port or at sea or partly in port and 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.

(c) Should an engineer or electrician be on duty for 24 hours consecutively, he shall have eight hours off duty for rest and such eight hours shall not be counted as time off under clause 2 (d) hereof. Provided that if the ship leave port before the eight hours are completed, such time off duty shall cease when sea watches are set. Such engineer or electrician if required to go on watch before noon shall be paid overtime for the hours of watch up to noon provided he is not already being paid overtime under any other clause of the agreement.

(d) (i) As recompense for hours worked in excess of 40 per week or any other hours of duty not otherwise compensated for, including Sundays and holidays which are not otherwise compensated for by clause 3 hereof, each engineer or electrician shall be paid the sum of £9 per calendar month (or a proportionate part in case of service for less than a month).

In computing the amount payable to an engineer or electrician under this paragraph time served ashore under clause 9 while his vessel is laid up for repairs or overhaul or while on annual leave or while taking time off shall be included as part of his service.

(d) (ii) In addition two periods of 24 consecutive hours off duty once in every calendar month shall be allowed to each engineer and to each electrician. One of these intervals shall be given in the engineer's or electrician's home port and the other at any one of the principal ports, provided that either or both intervals may be given at any port if the engineer or electrician so requests and the chief engineer agrees to the time off being given at such port. Provided further that should such periods of 24 hours be not given in any month they may accumulate from month to month and the time so accumulated be given at a time or times to be mutually arranged between the engineer or electrician and his employer. Provided that in addition to the two intervals per month, each engineer or electrician will accrue one interval for each holiday spent at sea and seven intervals per annum, these intervals to be granted in conjunction with the annual leave period as provided for by clause 6. A holiday shall not be deemed to be spent at sea if the vessel arrives in port before 8 a.m.

The foregoing intervals shall not be given off on Sundays or holidays.

(e) On Sundays and holidays at sea, engineers or electricians on day work shall be free from duty other than customary routine work or work rendered necessary by a breakdown of any part of the machinery or electrical plant or fittings.

(f) Where accumulated time off is taken in conjunction with annual leave, or in periods of 14 days or more, the £1 per week allowance payable while on such annual leave shall also be payable for the period of time off.

*Clause 3: Overtime*

(a) (i) For all duty, (other than as elsewhere herein provided) over the time of duty, or for all duty outside the hours of duty in port, or for all duty in port after midday on Saturday when not on sea watches, or for all duty in port on Sundays or holidays (other than for ship-keeping) an engineer or electrician shall be entitled to overtime payment at the following hourly rates:

	Per Hour
	s. d.
Second engineer .. .. .	13 3
Third engineer, and refrigerating engineer "Matua", "Tofua", and "Tarawera" .. .. .	12 1
Fourth engineer .. .. .	10 10½
All engineers under the rank of fourth .. .. .	9 11
First electrician "Rangatira", "Hinemoa", "Maori" .. .. .	12 1
Sole electrician "Matua", "Wairata", "Wairimu", "Tofua" .. .. .	11 4½
Second electrician, "Rangatira", "Hinemoa", "Maori" .. .. .	11 4½
Sole electrician on cargo vessels not otherwise enumerated .. .. .	10 10½
All other electricians .. .. .	9 11

(a) (ii) Subject to the provisions of this clause as to payment of overtime, all engineers and electricians shall be liable for duty at any time at sea or in port.

(b) Exclusive of the time or hours of duty and without payment of overtime, all engineers or electricians shall:

(i) Do "stand-by" duty for a time not exceeding on any one occasion half an hour under a "stand-by" order when the vessel is moving within the limits of a port, except that such "stand-by" duty shall be counted in the hours of labour for the day and if by reason of this work the hours of labour for the day are exceeded, overtime shall be payable but only for the actual time in excess. This applies to all watch-keeping engineers and electricians.

(ii) Attend when required, any boat drill, fire drill or medical inspection.

(iii) Do any emergency work required for the safe navigation or safety of the vessel when in immediate peril.

(iv) Do any clerical work required in connection with the engine room and stoke-hold departments except when directed to compile crew wages or overtime sheets outside the ordinary hours of duty.

(c) For warming-up preparatory to shifting ship (except in the hours of duty) a duty engineer shall be paid at the overtime rate.

(d) The time of shifting ship is to be reckoned from the time at which the power is to be ready. Any fraction of the first hour shall be reckoned as a whole hour.

*Clause 4: Duty Engineer*

(a) If required by the employer an engineer or electrician may be called upon to remain on board as shipkeeper from 5 p.m. to 7 a.m. for which he shall be paid the sum of £2 3s. 6d. per night or be allowed a working day off in lieu thereof within the calendar month in which the shipkeeping has been performed, and for any shorter periods of shipkeeping duty performed between the above named hours, the engineer or electrician shall be paid at the rate of 6s. 3d. per hour or be allowed time off hour for hour in lieu thereof within the calendar month but in no case shall the payment for shorter period of shipkeeper exceed the full payment of £2 3s. 6d. for the night.

(b) (i) Where an engineer is shipkeeping on a vessel which is maintaining steam or power solely to provide heat and light between the hours of 10 p.m. and 7 a.m. he shall receive an additional rate of 3s. 5½d. per hour for each such hour.

(b) (ii) Where an engineer is on duty in overtime hours for the purpose of providing steam or power for the purpose of cargo work he shall be employed in the engine-room in such hours and shall be paid the appropriate overtime rate as per clause 3 hereof, but not less than that appropriate for the fourth engineer, except that in no case shall such overtime be less than 11s. 4½d. per hour between 5 p.m. and 10 p.m. For similar duty performed between the hours of 10 p.m. and 7 a.m., on Saturdays after 12 noon, or on Sundays or holidays the overtime rates provided in clause 3 shall apply, with the addition of 33½ per cent. If more than one engineer is on duty in the engine-room during such hours the provisions of this sub-clause shall apply only to the duty engineer.

(c) Any time off due under this clause may be given at the same or any other port within the voyage or voyages of the vessel during the above-named period, except that for shipkeeping duty in an engineer's or electrician's home port, time off shall not be granted, or payment made in lieu thereof, unless the engineer or electrician so elects, except in conjunction with annual leave.

(d) If the services of an engineer or electrician who is shipkeeping be used for the purpose of shifting ship or for repairs or for any other such purpose he shall be paid the difference between the shipkeeping rate and the overtime rate to which he is normally entitled, with a minimum of half an hour.

(e) Except with his consent, or where there are fewer than five engineers, a second engineer shall not be required to keep ship.

(f) When a working day off is given under this clause no additional time off shall be given under clause 2 (c) hereof in respect of the same occasion, except where the engineer or electrician has been required to work throughout the previous day and has been employed throughout the night on work in conjunction with shipkeeping under sub-clause (d) of this clause.

#### *Clause 5: Watches in Port*

Engineers and electricians 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, or except for a time not exceeding three hours before the departure of a vessel.

Except at Rarotonga a port shall not be deemed to be unsafe under this clause if the watches of deck officers are broken.

In cases where for the safety of the ship berthed at a wharf, an engineer or electrician by direction of the master, must remain on board outside of his ordinary hours of duty, shall be paid an eighth of a day's sea pay for each such hour other than hours of active duty for which overtime is payable.

#### *Clause 6: Annual Leave*

(a) Every engineer or electrician who serves the employer continuously for 12 months shall be allowed by the employer a continuous period of 14 days annual leave on full pay (without victualling and/or accommodation allowance) once in each year of his service, at such time as the employer shall determine.

(b) At the option of the employer, this annual leave may be postponed in whole or in part, and the unused leave accumulated so that it be not postponed beyond the second year.

(c) If practicable, the annual leave is to be notified by the employer not less than seven days before its commencement and is to begin and end at the home port.

(d) In the event of an engineer or electrician being recalled from annual leave, and being absent from his home port, he shall be paid any excess travelling expenses consequent on travelling from the place of recall.

(e) Upon his annual leave expiring, if any engineer or electrician reports himself as ready to resume duty and his ship is not available and he is not in the meantime appointed to another ship, he shall be paid wages plus victualling while waiting at his home port, but if transferred to another port victualling and accommodation allowance shall be paid.

(f) While on pay waiting for the arrival of his vessel in port or otherwise the engineer or electrician may be required to do any appropriate work for the employer, but except in the case of emergency work "appropriate work" shall not in the case of second engineer, include fitting. While so employed at work when waiting an engineer or electrician shall, in addition to pay, be entitled to victualling for the time so employed. Where an engineer or electrician after returning from annual leave is transferred to another port to work by a vessel he shall be paid both victualling and accommodation allowance.

(g) The annual leave for an engineer or electrician who has been promoted during the period entitling him to the annual leave shall be calculated proportionately to the respective times of his service in each rank.

(h) After completion of the first 12 months' service, if an engineer or electrician resigns or is discharged for any cause other than misconduct, *pro rata* leave shall be allowed for any further service of less than a year.

#### *Clause 7: Home Port*

(a) The home port of each engineer or electrician shall be one of the following ports: Auckland, Wellington, Lyttelton, Dunedin, Napier, New Plymouth, Westport, Greymouth, Timaru, Oamaru, Nelson, Tauranga, Bluff, Sydney, Melbourne or Newcastle (N.S.W.).

(b) Each engineer or electrician shall supply the employer within one month of the date of this agreement coming into force with the name of the port in the foregoing list which he selects as his home port and this selection (if a port outside New Zealand) shall be subject to the approval or otherwise of the company and the secretary of the institute. Except by mutual consent no change in the port selected shall be made during the currency of this agreement.

If any engineer or electrician fails to notify his home port in accordance with the foregoing provisions the employer shall allot him a home port and such allotment the engineer shall be bound to accept for the period during which this agreement remains in force.

#### *Clause 8: Travelling*

Every engineer or electrician shall be entitled to full pay for time for travelling and also to free passage either on his employer's vessel or by such appropriate means of transit as the employer may select, and to his reasonable travelling expenses:

- (a) In the case of travelling for the purpose of the employer.
- (b) In the case of travelling to and from his home port on annual leave.
- (c) In the case of his service ending elsewhere than at his home port.

Sub-clause (c) does not apply to an engineer or electrician who is dismissed for misconduct or resigns.

- (d) A free passage is to be in the first class except in the case of vessels voyaging outside Australasian ports and when travelling by train, shall include a sleeper, or the cost thereof.
- (e) Engineers or electricians when travelling in the company's vessels shall be granted a concession of 10 per cent on the fare.

#### *Clause 9: Vessels Out of Commission*

(a) When a vessel is out of commission or laid up for repairs, if the employer uses for fitting or other purposes on board such vessel the services of any engineer or electrician, such engineer or electrician shall be entitled while his services are so

used to full sea pay and also (if not found on the vessel or any other convenient vessel of the same owner) to victualling and/or accommodation allowance as provided for in clause 10 hereof. When an engineer or electrician required to work on a vessel out of commission is required to take one or two consecutive days time off in his home port during the period he is working on such vessel out of commission there shall be no deduction of the victualling allowance as provided for in clause 10 hereof.

(b) Where an engineer or electrician is working by away from his home port and is given time off away from home port, there shall be no deduction of the victualling and/or accommodation allowance.

*Clause 10: Victualling Allowance and Accommodation*

Except during absence by leave under clause 6 or during accumulated time off under clause 2 and except as provided by clause 9, every engineer or electrician 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		
	£	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 or electrician who is at his home port shall be paid victualling allowance only but further provided that in all cases where an engineer or electrician is required to live at a hotel or boarding house (including cases at the home port) and accommodation is not available at the rates specified, the difference shall be made up by the employer.

*Clause 11: Transfer*

When an engineer or electrician is directed by the employer to change his home port in consequence of a transfer from one service or ship of the employer to another, he shall be allowed, on giving reasonable notice, free first-class passage for his family and free conveyance for his effects by such appropriate means of transit as the employer shall select.

This clause shall not, however, apply in the case of an engineer or electrician who changes his home port to suit his own convenience, and not as the result of his transfer by the employer from one service or ship to another.

When an engineer or electrician is at his own request transferred from one vessel to another, he shall not be entitled to wages or victualling allowance while waiting.

*Clause 12: Sick Pay*

(a) When an engineer or electrician is invalidated on shore in or beyond New Zealand with illness or accident contracted in the service of the vessel at any time after joining the vessel he shall be granted the benefits provided in section 68 of 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 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, 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 or electrician's own wilful act or default or to his own misbehaviour.

*Clause 13: Uniform Trimmings*

Should the engineer or electrician requisition for same, one set of uniform trimmings shall be provided by the employer in each year free of charge to any engineer or electrician who is required by the employer's regulations to wear uniform.

*Clause 14: Accommodation*

The employer shall make the necessary arrangements to ensure that the engineer's or electrician's accommodation and the approaches thereto are kept in a clean and sanitary condition.

The rooms shall be fumigated, cleaned and painted during the annual overhaul of the ship, if, in the opinion of the superintending engineer and the secretary of the institute, such work is necessary.

*Clause 15: Meals, etc.*

Each engineer or electrician shall be provided with saloon meals, attendance, bedding, linen and soap.

*Clause 16: Dirt Money*

Where an engineer or electrician is employed on work which is inside the casing of internal combustion engines or inside boilers or is himself cleaning pistons, cylinder-heads and liners where employed on or off articles is to 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 or electrician shall be paid 2s. 6d. per day or part of a day dirt money. The foregoing rates are not cumulative and where an engineer or electrician qualifies for both rates the higher rate only shall be payable.

*Clause 17: Manual Work*

(a) Except with his consent, an engineer or electrician shall not be required to do any manual work in the stokehold other than that connected with the overhauling or adjustment of machinery and/or boilers and their appurtenances.

(b) In ships carrying four or more engineers, the second engineer shall not be obliged to perform work other than that of a supervisory nature during the period of overhaul or survey.

*Clause 18: Dress Allowance*

(a) In cases in which engineers or electricians of vessels carrying passengers are required to wear white uniforms in the tropics, the employer shall either pay each engineer or each electrician the sum of 2s. per day for each day on which he is required to wear a white uniform, or shall arrange for the same to be washed and laundered free of charge to the engineer or electrician.

(b) A uniform and overall allowance of 15s. per month shall be paid to each engineer and electrician.

(c) In the event of an engineer or electrician 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 for effects or £50 for loss of instruments, etc.

*Clause 19: 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 £60 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 £100 and refunded the sum of £25 as compensation for schooling fees in obtaining such certificate.

*Clause 20: Definitions*

"Shipkeeping" covers only such duties as may be necessary for keeping engines and power handy and for the safety of the vessel and its machinery in port, including the doing of minor adjustments that may be necessary for machinery running.

"Week" means from midnight Saturday to midnight Saturday.

"Day" means from midnight to midnight.

"At sea" refers to the time from departure to arrival.

"In port" refers to the time from arrival to departure.

"Arrival" means the time when the vessel is moored or anchored in any port, bay, river or roadstead where cargo, coal, mails or passengers are to be shipped or unshipped. If a vessel is anchored at her usual discharging berth in a roadstead and is prevented by bad weather from discharging or loading, she shall not be deemed to have arrived until work actually commences.

"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.

"Emergency work" means any work required for the safe navigation or safety of the vessel when in immediate peril.

"Holidays" shall mean: New Year's Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day.

When a vessel is in a New Zealand port on a day on which Anniversary Day is observed, engineers and electricians 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 entitled to overtime payment.

"Principal ports" are: Wellington, Auckland, Napier, Picton, Nelson, Lyttelton, Timaru, Oamaru, Port Chalmers, Dunedin, Bluff, Onehunga, New Plymouth, Westport, Greymouth, Tauranga, Newcastle, Sydney, Hobart, Melbourne, Geelong, Adelaide, Freemantle, Brisbane, Bunbury, Launceston, Devonport (Tas.), Suva, Papeete, Vancouver and San Francisco.

*Clause 21: Application of Agreement*

This agreement shall apply only to steamers and ships propelled solely by internal combustion engines for which articles are taken out in New Zealand and shall not in any case apply to:

- (a) Such vessels employed in the inter-state trades of Australia.
- (b) Such vessels employed trading with the United Kingdom.
- (c) The Steamers "Taioma" and "Tapuhi" or to any other steamers of the same character which may be employed in addition to or in substitution for the said steamers.

*Clause 22: Ship's Articles*

The following clause shall be inserted in the articles of agreement of ships coming within the scope of this agreement and belonging to the employers who are bound hereby:

"It is also agreed that the current 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 23: Disputes Committee*

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.

*Clause 24: Term of Agreement*

This agreement shall be deemed to have come into force on 1 April 1961, and shall continue in force until 31 March 1963.

In witness whereof the parties hereto have hereunder set their hands this 21st day of April 1961.

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

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

Witness to the above signatures—I. M. Rinner.

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

A. N. LESLIE, General Manager.

Witness to the above signature—K. Belford.

[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 24th day of April 1961.]

---