

(7824.) AUCKLAND DISTRICT SHIFT ENGINEERS (FREEZING-WORKS AND POWER-HOUSES). — AGREEMENT UNDER THE LABOUR DISPUTES INVESTIGATION ACT, 1913.

THIS industrial agreement, made in pursuance of the Labour Disputes Investigation Act, 1913, this 15th day of July, 1924, between the Australasian Institute of Marine and Power Engineers (Auckland Branch) (hereinafter called "the employees") of the one part, and the undermentioned persons, firms, and companies (hereinafter called "the employers")—namely, the Auckland Electric-power Board, Quay Street, Auckland; the Auckland Farmers' Freezing Company (Limited), Auckland; Messrs. R. and W. Hellaby (Limited), Shortland Street, Auckland; the East Coast Co-operative Freezing Company (Limited), Whakatane; the Westfield Freezing Company (Limited), Queen Street, Auckland—of the other part, witnesseth that it is hereby mutually agreed and declared between and by the employees and the employers above mentioned—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the said 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

*It is considered that this clause is *ultra vires* and unenforceable. (See *Magner v. Gohns*, Book of Awards, Vol. xvii, p. 1006.)

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.

Interpretation.

1. A "shift engineer" shall mean a worker who has served an apprenticeship of at least five years as a mechanic in a workshop where engines are built or repaired, and who is the holder of a first-class engine-driver's certificate as required by the Inspection of Machinery Act, or equal, and who also during his shift is required to be in charge of machinery requiring such first-class certificate.

Duties.

2. The duties of a shift engineer shall be to operate the machinery during his shift, and also to effect such repairs and overhaul as he may be called upon to do, and to erect new machinery of any class used in the establishment in which he is employed.

In the event of any breakdown in the machinery which would seriously interfere with the running of the works, the chief engineer may recall any shift engineer to work in order to effect repairs or meet the emergency, and time so worked shall be paid at ordinary rates.

Wages.

3. The minimum rate of wages to be paid shall be : Shift engineers, freezing-works—Second engineer, £7 5s. per week ; third engineer, £6 15s. per week ; fourth engineer, £6 10s. per week ; fifth engineer, £6 5s. per week. Shift engineers at power-stations—Second engineer, £7 8s. per week, senior shift engineer, £6 18s. per week ; junior shift engineer, £6 13s. per week.

Overtime.

4. (a.) Any time worked in excess of eight hours in any day, unless by mutual arrangement between employees for their own convenience, shall be paid for at one-and-a-half times the ordinary rate when an engineer is on shift-keeping duties.

(b.) When on overhaul work the rate of overtime shall be one-and-a-half times the ordinary rate for the first six hours, and double time thereafter, and on Sundays.

5. Six shifts shall constitute an ordinary week's work, but, if so required, seven shifts shall be worked in any one week without payment of overtime, provided that not more than eighteen shifts are worked in any one period of three weeks commencing from the week in which the ordinary week's work is varied.

Holidays.

6. (a.) The present arrangement with regard to annual leave shall continue.

(b.) The holiday concession shall be deemed to be accruing throughout each year of service, so that if after six months' continuous service an engineer is discharged for any cause other than misconduct he shall be paid at ordinary rates for such proportion of his holiday as shall then have accrued.

Settlement of Dispute.

7. In the event of a dispute arising upon any matter, whether referred to in this agreement or not, affecting shift engineers covered by this agreement, the point in dispute shall be referred to a representative of the employer and the Secretary of the Auckland District of the Australasian Institute of Marine and Power Engineers. Should these fail to agree the matter shall then be referred to the arbitration of two disinterested persons, one chosen by the employer and one the said Institute, or of an umpire mutually agreed upon by the said arbitrators before proceeding with the conference, and the decision of the arbitrators or umpire shall be final and conclusive.

Carrying-out of Agreement.

8. This agreement shall be honourably carried out in its entirety by both parties notwithstanding any difference which may arise on matters not already provided for in this agreement, and no dispute with any other employers or any other employee shall be allowed to cause any cessation in the relationship of employer and employee contemplated by this agreement.

Term of Agreement.

9. This agreement shall come into force on the 1st day of June, 1924, and shall continue in force until the 31st day of May, 1926.

Signed on behalf of the Australasian Institute of Marine and Power Engineers (Auckland Branch)—

D. H. STURROCK.
S. R. BACH.

Signed on behalf of the employers—

FOR AUCKLAND ELECTRIC-POWER BOARD :

ALEX. WYLLIE.

AUCKLAND FARMERS' FREEZING CO. (LTD.):

T. SIMSON.

WESTFIELD FREEZING CO. (LTD.):

J. A. B. HELLABY.

R. AND W. HELLABY (LTD.):

J. A. B. HELLABY.

EAST COAST CO-OP. FREEZING CO. (LTD.),

WHAKATANE :

J. A. B. HELLABY.

Witness to the above signatures—Pat Hally.

NOTE.—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 25th day of July, 1924.