

WELLINGTON INDUSTRIAL DISTRICT.

(10234.) WELLINGTON AND TARANAKI SHIFT ENGINEERS (IN FREEZING - WORKS). — AGREEMENT UNDER THE LABOUR DISPUTES INVESTIGATION ACT, 1913.

THIS industrial agreement, made in pursuance of the Labour Disputes Investigation Act, 1913, this 17th day of November, 1931, between the New Zealand Institute of Marine and Power Engineers (Wellington Branch) (hereinafter called "the employees"), of the one part, and the undermentioned persons, firms, and companies (hereinafter called "the employers"), namely:—

Messrs. T. Borthwick and Sons (Australasia), Ltd. (Waingawa),
Masterton ;
Messrs. T. Borthwick and Sons (Australasia), Ltd. (Feilding),
Masterton ;
Messrs. T. Borthwick and Sons (Australasia), Ltd. (Pakipaki),
Masterton ;
Messrs. T. Borthwick and Sons (Australasia), Ltd. (Waitara),
Masterton ;
Messrs. Nelsons (N.Z.), Ltd. (Tomoana), Hastings ;
Patea Farmers' Co-operative Freezing Co., Ltd., Patea ;
The Gear Meat Preserving and Freezing Co. of New Zealand,
Ltd. (Petone), Wellington ;
The Hawke's Bay Farmers' Meat Co., Ltd. (Whakatu), Hastings ;
The National Mortgage and Agency Co. of New Zealand, Ltd.,
Longburn ;
The New Zealand Refrigerating Co., Ltd. (Imlay), Christchurch ;
The Wellington Meat Export Co., Ltd. (Ngahauranga); Wellington ;

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 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.

Branch of Work covered.

1. "Shift engineers" shall be the branch of workers covered by this agreement.

The provisions of this agreement shall not apply to any worker employed in the capacity of second engineer.

Interpretation.

2. A shift engineer shall mean a worker who has served an apprenticeship of at least five years as a mechanical engineer in a workshop where engines are built or repaired, and who during his shift is required to be in charge of machinery.

Duties.

3. The duties of a shift engineer shall be to operate the machinery during his shift and to effect such repairs as may be reasonably necessary for the safety of the machinery running. He may also be called upon to do overhaul and repair work and also erect new machinery in the establishment in which he is employed.

In the event of a breakdown in the machinery which would 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.

Hours of Work.

4. Forty-eight hours shall constitute a week's work, and shall be arranged to suit the exigencies of the works by mutual arrangement between the shift engineers and the employer.

Salary.

5. The rate of salary shall be : Shift engineers, £354 per annum, subject to any increases or decreases made generally in the industry from 1st June, 1931.

Any worker covered by this agreement at present in receipt of a higher salary than provided for in such agreement shall not have his salary reduced whilst in his present employment during the term of this agreement, except in accordance with provision above mentioned.

Termination of Employment.

6. One month's notice of termination of employment shall be given by either side.

Overtime.

7. All time worked in excess of forty-eight hours per week shall be given as time off, hour for hour, within one month if possible. If any such time off is not given within one month, the annual leave of absence of the engineer shall be increased by the amount of time worked in excess of the above-mentioned hours.

Holidays.

8. (a) The present arrangement with regard to annual leave shall continue, but with the exception that the holiday shall be given during September, October, or November, if at all possible, at the discretion of the chief engineer:

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

Settlement of Disputes.

9. 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 three representatives of the employers and three representatives of the employees for settlement. Should these 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 and conclusive.

Carrying out of Agreement.

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

Term of Agreement.

11. This agreement shall come into force on the 1st day of July, 1931, and shall continue in force until the 31st day of July, 1932, and thereafter until superseded by a fresh agreement or terminated by one month's notice given by either party of their wish to terminate the agreement.

Signed on behalf of the New Zealand Institute of Marine and Power Engineers (Wellington Branch)—

PETER MACKENZIE, President.

W. SOMMERVILLE, Secretary.

Witness to signatures—C. H. Jenkins.

Signed for and on behalf of the following employers—

- Messrs. T. Borthwick and Sons (Australasia), Ltd. (Waingawa),
Masterton ;
- Messrs. T. Borthwick and Sons (Australasia), Ltd. (Feilding),
Masterton ;
- Messrs. T. Borthwick and Sons (Australasia), Ltd. (Pakipaki),
Masterton ;
- Messrs. T. Borthwick and Sons (Australasia), Ltd. (Waitara),
Masterton ;
- Messrs. Nelsons (N.Z.), Ltd. (Tomoana), Hastings ;
- Patea Farmers' Co-operative Freezing Co., Ltd., Patea ;
- The Gear Meat Preserving and Freezing Co. of New Zealand,
Ltd. (Petone), Wellington ;
- The Hawke's Bay Farmers' Meat Co., Ltd., Hastings ;
- The National Mortgage and Agency Co. of New Zealand, Ltd.,
Longburn ;
- The New Zealand Refrigerating Co., Ltd. (Imlay), Christchurch ;
- The Wellington Meat Export Co., Ltd., Wellington :

C. G. WILKIN, Authorized Agent.

Witness to signature—R. T. Bailey, Officer in charge, Department of Labour.

[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 8th day of December, 1931.]