

INVERCARGILL CITY COUNCIL **SHIFT ENGINEERS**
(ELECTRICITY DEPARTMENT POWERHOUSE).—INDUSTRIAL
AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 7th day of June, 1938, between the Corporation of the Mayor, Councillors, and Citizens of the City of Invercargill (hereinafter referred to as “the employer”), of the one part, and the Amalgamated Engineering and Allied Trades Industrial Union of Workers (hereinafter referred to as “the union”), of the other part, whereby it is mutually agreed by and between the said parties hereto as follows, that is to say:—

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 incorporated in and declared to form part of this agreement.

2. That the said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the 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.

Hours of Work.

1. (a) The hours of work shall be eighty per fortnight.
- (b) Length of shifts to be mutually agreed between the shift engineers and the Engineer in charge of station. Not less than one shift off shall separate two working-shifts.

Overtime.

2. All overtime outside or in excess of ordinary shift-hours to be paid for at the rate of time and a half, also between the hours of 12 noon on Saturday and 12 midnight Sunday, and on all statutory holidays.

Wages.

3. The minimum rate of wages for shift engineers other than the Powerhouse Engineer shall be as follows, provided that a shift engineer who is receiving a higher rate of pay shall not have his wages reduced whilst he is employed at such work:—

First Engineer, £7 10s. per week.

Second Engineer, £7 5s. per week.

Third Engineer, £7 per week.

Fourth Engineer, £6 15s. per week, increasing to £7 per week in twelve months' time.

Annual Leave.

4. (a) Annual leave of fifteen working-days based on five days in seven consecutive days shall be granted on full pay to each shift engineer after twelve months' service, meaning that annual leave of twenty-one consecutive days shall be granted on full pay to each shift engineer after twelve months' service.

(b) In the event of a shift engineer with not less than six months' service and leaving his situation before the completion of a year's service he shall receive fully paid holidays on a *pro rata* basis.

Sick-leave.

5. Upon production of a medical certificate to that effect, any engineer incapacitated or otherwise unable to carry out his duties, shall be paid as shown hereunder. The Council may require and pay for a certificate from a medical man nominated by the Council.

Under two years' service, up to a fortnight per annum on full pay; in excess thereof, up to a fortnight on half-pay.

Two years' service and over, up to a month per annum on full pay; in excess thereof, up to a month on half-pay.

Accidents.

6. A modern first-aid emergency case, fully equipped, shall be kept in a convenient place in or near the station.

Workers to be Members of Union.

7. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who is for the time being in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Matters not provided for.

8. If a dispute shall arise between the parties to this award upon any matters arising out of or in connection with the award and not specifically dealt with therein, representatives of the union shall have the right to confer with the Council's Committee concerned, and the Council shall deal with the matter as expeditiously as possible, provided that the union, within fourteen days after the decision has been conveyed to it by the Town Clerk, if dissatisfied therewith, may appeal to the Court of Arbitration, which may amend the decision in any way as, after the hearing the parties, it shall consider necessary or desirable.

Scope of Award.

9. This award shall operate throughout the portion of Otago and Southland Industrial District formerly known as the Provincial District of Southland.

Term of Award.

10. One year from 1st June, 1938.

In witness whereof the common seal of the Corporation of the Mayor, Councillors, and Citizens of the City of Invercargill, as employer, was hereunto affixed in the presence of—

[L.S.]

JOHN MILLER, Mayor.

W. F. STURMAN, Town Clerk.

In witness whereof the common seal of the Amalgamated Engineering and Allied Trades Industrial Union of Workers was hereunto affixed in the presence of—

[L.S.]

J. W. B. LYONS, President.

A. J. RICE, Secretary.
