

AUCKLAND ELECTRIC-POWER BOARD SHIFT ENGINEERS.—
AGREEMENT UNDER THE LABOUR DISPUTES INVESTIGA-
TION ACT, 1913.

AGREEMENT made in pursuance of the Labour Disputes Investigation Act, 1913, this 3rd day of December, 1938, between the Auckland Electric-power Board, a body corporate constituted under and by virtue of the Auckland Electric-power Board Act, 1921–22 (hereinafter referred to as “the employer”), of the one part, and the New Zealand Institute of Marine and

Power Engineers (Incorporated), Auckland Branch (hereinafter called "the institute"), of the other part, whereby it is mutually agreed by and between the parties hereto as follows:—

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. 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.

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SCHEDULE.

Branch of Work covered.

1. (a) This agreement shall apply to shift engineers.

(b) 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 and repaired, and also holds the necessary certificate and qualifications.

(c) 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.

Hours of Work.

2. (a) Five shifts of eight hours each shall constitute an ordinary week's work.

(b) If required by the employer, seven shifts of eight hours each shall be worked in any one week without payment of overtime, provided that not more than fifteen shifts are worked in any one period of three weeks.

Wages and Remuneration.

3. The minimum rates of remuneration shall be—

	Per Week.
	£ s. d.
(a) Senior shift engineers	.. 7 5 6
(b) Junior shift engineers	.. 6 0 6

Overtime.

4. Any time worked in excess of eight hours in any one day between midnight Sunday night and 1 p.m. the following Saturday shall be paid for at overtime rates as follows:—

For the first four hours, time and one-half.

For any time worked in excess of four hours, double time.

Any time worked between 1 p.m. Saturday and midnight Sunday and on any statutory holiday shall be paid for at the special rate of time and one-half as provided for in the Factories Amendment Act, 1936.

Termination of Employment.

5. One week's notice of termination of employment shall be given on either side, but it is understood that, wherever possible, longer notice shall be given. This clause shall not apply to any casual relieving shift engineer.

Holidays.

6. (a) The provisions of the Factories Act, 1921-22, as amended by the Factories Amendment Act, 1936, relating to holidays and payment for time worked on holidays shall be implied herein.

(b) Twelve working-days' annual leave shall be granted to each senior shift engineer, and five working-days' annual leave shall be granted to each junior shift engineer.

(c) The annual leave mentioned in the last preceding subclause shall be deemed to be accruing through each year of service, so that if after six months' continuous service an engineer is discharged from 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.

7. In the event of a dispute arising upon any matter, whether referred to in this agreement or not, affecting a shift engineer covered by this agreement, the point in dispute shall be referred to three representatives of the employer and three representatives of the institute for settlement. Should these fail to agree, the matter shall 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.

Preference.

8. If the employer shall hereafter engage any engineer coming within the scope of this agreement who shall not be a

member of the institute within seven days after his engagement, and remain such a member, the employer shall dismiss such worker from his service if requested so to do by the institute, provided there is then a member of the institute equally qualified to perform the particular work required to be done and ready and willing to undertake the same.

Carrying out of Agreement.

9. 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 institute contemplated by this agreement.

Term of Agreement.

10. (a) This agreement shall come into force from the 1st day of December, 1938, and shall continue in force until the 30th day of November, 1940: Provided, however, that if the power-station in which the engineers are employed shall during the currency of this agreement be placed under load the terms of this agreement relating to hours of work, wages, and overtime shall be automatically suspended, and shall cease to be binding between the parties hereto until such time as the station ceases to operate under load, when such terms shall once more become operative.

(b) The station shall not be deemed to be under load unless it is substantially supplying power to the system. The station shall not be regarded as being under load during trial steaming or testing for a period of less than two days.

In witness whereof these presents have been executed for and on behalf of the said parties.

Signed for and on behalf of the Auckland Electric-power Board in the presence of—

N. M. SPEER, Secretary and Treasurer.

The common seal of the New Zealand Institute of Marine and Power Engineers (Incorporated), Auckland Branch, was hereto affixed in the presence of—

[L.S.] S. R. BACH }
 W. EDWARDS } Members of Committee.

D. W. STURROCK, Secretary.

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 12th December, 1938.