

**INVERCARGILL CITY COUNCIL SHIFT ENGINEERS
(ELECTRICITY DEPARTMENT POWER-HOUSE)—INDUSTRIAL
AGREEMENT**

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement made on the 15th day of November, 1948, between the Corporation of the Mayor, Councillors, and the Citizens of the City of Invercargill and the New Zealand Engineering, Coach-building, Aircraft, and Related Trades' Industrial Union of Workers.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided, further, that no such industrial agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations:

And whereas application has been made for approval of the industrial agreement made on the 15th day of November, 1948, between the Corporation of the Mayor, Councillors, and the Citizens of the City of Invercargill, of the one part, and the New Zealand Engineering, Coachbuilding, Aircraft, and Related Trades' Industrial Union of Workers, of the other part: Now, therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said industrial agreement for the purposes of the said regulations.

Dated this 15th day of December, 1948.

[L.S.]

A. TYNDALL, Judge.

INVERCARGILL CITY COUNCIL SHIFT ENGINEERS (ELECTRICITY
DEPARTMENT POWER-HOUSE) INDUSTRIAL AGREEMENT

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 15th day of November, 1948, between the Corporation of the Mayor, Councillors, and the Citizens of the City of Invercargill (hereinafter referred to as "the employer"), of the one part, and the New Zealand Engineering, Coachbuilding, Aircraft and Related 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

Industry to Which Agreement Applies

1. This agreement shall apply only to shift engineers employed in the power generating station of the Invercargill City Council (Electricity Department).

Hours of Work

2. (a) Forty hours shall constitute an ordinary week's work.

(b) Length of shifts to be mutually agreed between the shift engineer and the engineer in charge of station. Not less than one shift off shall separate two working shifts. Should an engineer be

required to alter his shift, not less than one week's notice shall be given on either side, except in case of emergency, when the chief engineer shall have the sole right to decide.

(c) Shifts shall, whenever possible, revolve weekly.

Overtime

3. All overtime outside or in excess of ordinary shift hours shall be paid for at the rate of time and a half for the first three hours and double time rates thereafter.

Overtime shall be calculated daily.

The provisions of the Factories Act shall apply to all time worked between 12 noon on Saturday and 12 midnight Sunday and on the following holidays: New Year's Day, 2nd January, Good Friday, Easter Monday, Anzac Day, birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Anniversary Day or a day to be substituted therefor.

Wages

4. The minimum rates 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:—

				Per Week.		
				£	s.	d.
First engineer	9	10 0
Second engineer	9	4 9
Third engineer	9	4 9
Fourth engineer	9	4 9

A shift allowance of 2s. 6d. per shift extra shall be paid on shifts where at least four hours of the shift are outside of the hours of 8 a.m. and 5 p.m.

The rates of remuneration prescribed in the industrial agreement are *not* to be increased by the application of the provisions of the Court's general orders of 9th August, 1940, and 31st March, 1942.

Annual Leave

5. (a) Annual leave of eighteen 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-five consecutive days shall be granted on full pay to each shift engineer after twelve months' service.

(b) In the event of an engineer leaving his situation before the completion of a year's service he shall receive pay for holidays on a *pro rata* basis.

(c) Twenty-eight (28) days' notice shall be given to workers when they are required to take their holidays.

Sick Leave

6. 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.

General Provisions

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

(b) All shift engineers shall be supplied with not more than one boiler suit each year.

Workers to be Members of Union

8. Court's clause.

Matters Not Provided For

9. If a dispute shall arise between the parties to this agreement upon any matters arising out of or in connection with the agreement 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 hearing the parties, it shall consider necessary or desirable.

Scope of Agreement

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

Term of Agreement

11. This agreement, in so far as it relates to wages, shall be deemed to have come into force on Wednesday, 30th June, 1948, and in so far as all other conditions are concerned shall operate from date approved by Court and shall continue in force for two years thereafter.

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

[L.S.]

ABRAHAM WACHNER, Mayor.
J. H. LEIGH, Acting Town Clerk.

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In witness whereof the common seal of the N.Z. Engineering, Coachbuilding, Aircraft and Related Trades' Industrial Union of Workers was hereunto affixed in the presence of—

[L.S.]

J. NEALE, National Secretary.
