

DUNEDIN CITY COUNCIL **SHIFT ENGINEERS** — 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 22nd day of November, 1948, between the New Zealand Engineering, Coachbuilding, Aircraft, and Related Trades' Industrial Union of Workers and the Corporation of the Mayor, Councillors, and Citizens of the City of Dunedin.

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 22nd day of November, 1948, between the New Zealand Engineering, Coachbuilding, Aircraft, and Related Trades' Industrial Union of Workers, of the one part, and the Corporation of the Mayor, Councillors, and Citizens of the City of Dunedin, 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 22nd day of December, 1948.

[L.S.]

A. TYNDALL, Judge.

DUNEDIN CITY COUNCIL SHIFT ENGINEERS—INDUSTRIAL
AGREEMENT

This industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 22nd day of November, 1948, between the New Zealand Engineering, Coachbuilding, Aircraft, and Related Trades Industrial Union of Workers (hereinafter called "the union"), of the one part, and the Corporation of the Mayor, Councillors, and Citizens of the City of Dunedin (hereinafter referred to as "the employer"), of the other part.

That as between the parties hereto, the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto, shall be binding upon the said parties, and the said terms, conditions, stipulations, and provisions shall be and are hereby incorporated in and declared to form part of this agreement; that the said parties hereto shall observe and perform every matter and thing by this agreement and by the said terms, conditions, and provisions required to be 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. Any failure to observe the conditions, stipulations, and provisions contained herein shall be deemed to be a breach of this industrial agreement.

SCHEDULE

Industry to Which Agreement Applies

1. This agreement shall apply only to shift engineers employed in the Waipori Falls Power-station and Converter Station, and Half-way Bush Substation, and steam plant.

Hours of Work

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

(b) Length of shifts to be mutually agreed in each station between the shift engineers and the engineer in charge of the station. Not less than one (1) shift off shall separate two working shifts.

(c) Shifts shall revolve weekly.

Number of Engineers

3. (a) For Waipori Falls No. 2 Power Station and Converter Station two engineers shall be engaged on each shift exclusive of the engineer in charge, and these engineers shall be rated first, second, third, fourth, fifth, sixth, seventh, eighth, and relieving shift engineers. Of these the first, second, third, fourth, shall be rated senior engineers, and the fifth, sixth, seventh, eighth and relieving engineer shall be rated junior engineers.

(b) For Halfway Bush Substation four engineers and a relieving engineer shall be employed exclusive of the engineer in charge. At No. 1 station, Waipori, and the steam-plant, one or more engineers shall be employed, depending upon the circumstances under which it may be found necessary to operate these plants.

(c) *Relieving Engineer.*—The relieving engineer called upon to work in any station shall be paid the wages due to such position, but in no case shall his wages be reduced below his usual rate of wages.

Promotion

4. Promotion according to length of service where ability is equal: Provided that the City Electrical Engineer shall be the sole judge of the qualifications of any member of the staff for promotion.

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 a shift engineer leaving his situation before the completion of a year's service he shall receive fully paid holidays on a *pro rata* basis.

Temporary Positions

6. (a) When shift engineers are transferred from Converter Station to the steam plant, they shall be paid the shift allowance they would have received if they had remained on the Converter Station roster.

(b) When junior shift engineers are transferred temporarily to the fourth engineer's position they shall be paid for each shift at the fourth engineer's rate for each shift.

(c) When the second shift engineer is required to occupy the position of the first shift engineer, he shall be paid for each shift at the first shift engineer's rate for each shift.

Conveniences

7. The existing conveniences shall be continued.

Changing Shifts

8. Any two senior engineers or any two junior engineers who are mutually agreeable to change shifts shall be permitted to do so with the sanction of the engineer in charge.

Wages

9. (a) The minimum rate for Waipori No. 2 and Converter Station shall be:—

			Per Week.		
			£	s.	d.
First shift engineer	..	..	9	16	2
Second shift engineer	..	..	9	6	6
Third shift engineer	..	..	
Fourth shift engineer	..	..	
Fifth shift engineer	..	..	
Sixth shift engineer	..	..	
Seventh shift engineer	..	..	8	7	4
Eighth shift engineer	..	..	
Relieving engineer	..	..	

The rate for Waipori No. 1 Station and steam-plant shall be the engineers' usual rate of pay, but in no case less than the following rate: £9 6s. 6d.

	Per Week.		
	£	s.	d.
Minimum rate of wages for Half-way Bush			
Station shall be	9	6	6

Commencing rate for Half-way Bush shall be £8 16s. 11d. and increments of 5s. per week after one year's service and 4s. 7d. per week after two years' service.

(b) Shift rate 2s. 6d. per shift when at least four hours of the shift worked is outside of the hours 8 a.m. to 5 p.m.

(c) The provisions of the Factories Amendment Act, 1936, shall apply to work done between noon Saturday and 12 midnight Sunday and the following holidays: New Year's Day, 2nd January, Good Friday, Easter Monday, Anniversary Day, King's Birthday, Anzac Day, Labour Day, Christmas Day, and Boxing Day.

(d) The employer may employ an engineer who is substantially engaged as a shift engineer at work outside of his ordinary duties for the purpose of filling in time, but in such case he shall be paid not less than the rate herein provided or the ruling rate for such work: Provided that for all time in any week that he shall be doing shift engineers' work he shall be paid the proportionate amount at the shift engineers' rate of pay, and if in any week he shall be doing shift engineers' work for more than 50 per cent. of his time he shall be paid the shift engineers' rate for the whole of that week.

Day Work

10. If a shift engineer is called upon to carry out "day work" in any station he shall be covered by this agreement and his hours of duty shall be forty per week. A day worker's pay shall be his usual wage as a shift engineer, but during the period he is on "day work" he shall not be deemed a shift engineer.

Accidents

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

Preference

12. It is a condition of employment that any person whose work comes under the provisions of this agreement shall on his being engaged agree to become a member of the Amalgamated Engineering Union within seven days of his engagement, and shall join the union within the time stated and continue his membership as long as he continues in his present employment. All employees under this agreement shall remain financial members of the said union, it being agreed that the entrance fee shall not exceed 5s. and that the subscriptions shall not exceed 1s. per week. Employees being four weeks in arrears shall be deemed to be unfinancial.

Matters Not Provided For

13. 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, it shall be referred to a committee comprised of three representatives of the union and three representatives of the employers, who shall appoint an independent chairman for decision. The decision of a majority of this committee shall be binding, except that any party adversely affected thereby shall have the right, within fourteen days after the decision is given, to appeal against the decision to the Court of Arbitration, which may amend the decision in any way as, after hearing the parties, it may consider necessary or desirable.

Term of Agreement

14. This agreement in so far as it relates to wages, shall be deemed to have come into force on the 1st June, 1948. So far as all the other conditions of this agreement are concerned it shall come into force on the day of the date hereof and shall remain in force until 31st May, 1950.

Signed for and on behalf of the Corporation of the Mayor, Councillors, and Citizens of the City of Dunedin—

R. A. JOHNSTON, Town Clerk.

In witness whereof the common seal of the New Zealand Amalgamated Engineering, Coachbuilding, Aircraft, and Related Trades Industrial Union of Workers, was hereunto affixed in the presence of—

[L.S.]

J. NEALE, Secretary.