

OTAGO HOSPITAL BOARD **SHIFT ENGINEERS**—AGREEMENT
UNDER LABOUR DISPUTES INVESTIGATION ACT 1913

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 agreement, made on the 11th day of November, 1949, between the Wellington Branch of the New Zealand Institute of Marine and Power Engineers (Inc.) and the Otago Hospital Board.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no agreement made in pursuance of the Labour Disputes Investigation Act, 1913, shall come into force until it is filed under section 8 of the said Act : And whereas it is provided further that no such 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 agreement made on the 11th day of November, 1949, between the Wellington Branch of the New Zealand Institute

of Marine and Power Engineers (Inc.), of the one part, and the Otago Hospital Board, 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 agreement for the purposes of the said regulations.

Dated this 15th day of November, 1949.

[L.S.]

A. TYNDALL, Judge.

OTAGO HOSPITAL BOARD SHIFT ENGINEERS—AGREEMENT UNDER THE
LABOUR DISPUTES INVESTIGATION ACT, 1913

THIS industrial agreement made in pursuance of the Labour Disputes Investigation Act, 1913, this 11th day of November 1949, between the Wellington Branch of the New Zealand Institute of Marine and Power Engineers (Inc.), (hereinafter called "the employees"), of the one part, and the Otago Hospital Board (hereinafter called "the employer") of the other part, witnesseth that it is hereby mutually agreed and declared between and by 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.

SCHEDULE

Branch of Work Covered

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

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 such as to ensure the efficient working of the steam plant, and all steam, water and mechanical services, and any other equipment necessary for the smooth running of

the hospital, including the Nurses' Home, Queen Mary Maternity Hospital, Physiotherapy Block, Swimming Baths &c., and to effect such repairs as may be reasonably necessary for the general safety of the plant. 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 break down in any portion of the plant interfering with the smooth working of the hospital the Chief Engineer may recall any shift engineer to work in order to effect repairs to meet the emergency.

Hours of Work

4. Forty 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.

Salaries

5. The rate of salary for workers coming within the scope of this agreement shall be £572 13s. 4d. per annum retrospectively to June 1st, 1949, such sum being inclusive of payments under sections 19 (4), 28 and 29 of the Factories Act, 1946.

Overtime

6. All work performed in excess of forty hours per week shall be paid for at the rate of time and a half for the first three hours and double time thereafter. When a sixth shift is worked to take the place of a man away sick ordinary time shall be paid.

Termination of Employment

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

Holidays

8. Every engineer covered by this agreement shall be entitled in each year to leave of absence on full pay for a continuous period of twenty-one days.

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.

Accommodation

9. The employer shall provide suitable accommodation for the shift engineers, including all conveniences, and a room to enable them to partake of their meals in reasonable comfort; also suitable lockers in which clothes may be hung.

Clothing

10. All shift engineers shall be supplied with two suits of overalls (white if procurable) once in each year of service.

Sick Leave

11. Sick leave shall be in accordance with the Board's regulations.

Settlement of Disputes

12. In the event of a dispute arising upon any matter, whether referred to in this agreement or not, affecting 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.

Preference

13. Preference of employment shall at all times be given to members of the New Zealand Institute of Marine and Power Engineers (Inc.).

Carrying Out of Agreement

14. 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.

Term of Agreement

15. This agreement shall be deemed to have come into force on the 1st day of June, 1949, and shall continue in force until the 31st day of July, 1950.

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

[L.S.]

A. G. WILSON, President.

W. SOMMERVILLE, Secretary.

Witness to signatures—T. M. Swede.

Signed on behalf of the Otago Hospital Board—

A. MOODY, Chairman.

W. A. WILLIAMS, Secretary.

Witness to signatures—E. H. Jones.

NOTE.—This agreement, made under the Labour Disputes Investigation Act, 1913, was filed with the Clerk of Awards at Dunedin, pursuant to section 8 (1) of the said Act, on the 22nd day of November, 1949.