

MESSRS. SANFORD LTD., AUCKLAND, SHIFT ENGINEERS—AGREEMENT UNDER
THE LABOUR DISPUTES INVESTIGATION ACT 1913

THIS industrial agreement made in pursuance of the Labour Disputes Investigation Act 1913, this 12th day of October 1960, between the New Zealand Institute of Marine and Power Engineers (Inc.) Auckland Branch, hereinafter referred to as the "worker" of the one part and Messrs. Sanford Ltd., Auckland hereinafter referred to as the "employer" 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 and shall in all respects abide by and perform the same.

SCHEDULE

Branch of Work Covered

1. Shift engineers shall be the branch of workers covered by this agreement but this agreement shall not apply in any way to the Chief Engineer.

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 who has a knowledge of the theory and practice of refrigeration and of the various types of prime mover—i.e. steam engines and boilers, electric motors, internal combustion engines and who during his shift is required to be in charge of such machinery.

Duties

3. The duties of a shift engineer shall be to operate the machinery during his shift and to effect such repairs as may be reasonably necessary for the safety of the machinery running. He may also be called upon to do overhaul work and repair work of any nature and also to erect new machinery in the establishment in which he is employed.

In the event of a breakdown in the machinery which would cause interference in the running of the works, the Chief Engineer may recall any shift engineer to work in order to effect repairs to meet this emergency.

Hours of Duty

4. Eighty hours shall constitute a fortnight's work and shall be arranged to suit the exigencies of the works.

Termination of Employment

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

Salaries

6. (a) The rate of salary for workers coming within the scope of this agreement shall be £1,200 per annum, such sum being inclusive of payments made under sections 19 (4), 28 and 29 of the Factories Act 1946.

(b) Any worker covered by this agreement at present in receipt of a higher salary than provided for herein shall not have his salary reduced whilst in his present employment.

(c) The weekly rate of pay shall be computed by dividing the annual salary by 52 into weekly amounts and the daily payments arrived at on the basis of five watches per week.

Overtime

7. (a) All time worked in excess of eight hours per shift instructed by the Chief Engineer, or in excess of 40 hours per week shall be paid for at rate and a half for the first three hours and double rate thereafter computed on a daily basis. All shifts worked on Sundays in excess of 26 Sunday shifts per annum shall be paid for at double time. When a sixth shift is worked to suit the convenience of the employer, rate and a half shall be paid for the first three hours and double rate thereafter computed on a daily basis.

(b) For the purposes of calculations under sub-clause (a) above the hourly rate of pay shall be 9s. 0½d. per hour.

(c) When a sixth shift is worked to take the place of a man away sick ordinary time shall be paid computed in accordance with the provisions of clause 6 (c) above.

Holidays

8. Every engineer covered by this agreement shall be entitled to, in each year, leave of absence on full pay for a continuous period of 21 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. The time at which such holiday is taken shall be at the discretion of the Chief Engineer, and if possible shall be given during the months of September, October and November.

Where any holiday provided in section 26 of the Factories Act 1946, occurs during the period of annual holiday allowed or deemed to have been allowed to any shift engineer under this clause the period of annual holiday shall be deemed to be increased by one day in respect of that holiday aforesaid.

Clothing

9. All shift engineers shall be supplied with two suits of overalls (white if possible) once every year or the sum of £4 per annum, paid half yearly in lieu thereof. Also, one pair of boots to be supplied to each shift engineer once in each year or the sum of £4 per annum in lieu thereof.

Settlement of Disputes

10. In the event of a dispute arising upon any matter, whether referred to in the agreement or not, affecting engineers covered by this agreement the point in dispute shall be referred to a representative of the employers and a representative 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

11. 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

12. This agreement shall honourably be carried out in its entirety by both parties notwithstanding any differences which may arise on matters not already covered by this agreement.

Terms of Agreement

13. This agreement in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to come into force on the first day of the working week in each establishment commencing on or after the 1st day of March 1960, and so far as all the other conditions of the agreement are concerned it shall come into force on the day of the date hereof and this agreement shall continue in force until the 31st day of December 1961.

Signed on behalf of the New Zealand Institute of Marine and Power Engineers (Inc.) Auckland Branch:

E. HAILSTONE, President.
A. R. DOUGLAS, Secretary.

Signed on behalf of Sanford Ltd., Auckland:

E. BREBNER, Manager.

[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 8th day of November 1960.]
