

**WILSON AND HORTON LIMITED, AUCKLAND SENIOR ENGINEER
AND SHIFT ENGINEERS – AGREEMENT
UNDER THE LABOUR DISPUTES INVESTIGATION ACT, 1913.**

This industrial agreement made in pursuance of Labour Disputes Investigation Act, 1913, this 25th day of May 1970 between the New Zealand Institute of Marine and Power Engineers (Inc.) Auckland Branch, hereinafter referred to as the "worker" on the one part and Wilson and Horton Limited, Auckland, hereinafter referred to as the "employer" on 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 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. The operation, maintenance and repair of the air-conditioning system in the premises of Wilson and Horton Limited.

INTERPRETATION

2. (a) "Machinery" means all boilers and oil-firing equipment, refrigerating plant, air-conditioning units and reticulation of the air-conditioning system in various parts of the employer's premises.

(b) "Senior Engineer" means the Engineer in charge of all machinery operated by the shift engineers; he will also be responsible for all overhaul and repair work and erection of new machinery in the establishment in which he is employed.

(c) "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 or who holds the necessary certificate and qualifications required by the Inspection of Machinery Act, 1928, and who during his shift is required to be in charge of 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 and repair work and also erect new machinery in the establishment in which he is employed but not so as to interfere with his watch-keeping duties. In the event of a breakdown in the machinery which would interfere with the running of the works the Senior 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 agreement between the Senior Engineer, shift engineers and the employer.

SALARIES

5. (a) The rate of salary for workers coming within the scope of the agreement shall be: Senior Engineer \$3821 per annum; Shift Engineers \$3640 per annum, such sums

being inclusive of payments 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 while in his present employment.

(c) In the event of any engineer being required to perform duties deemed to be higher than his normal duties, for a consecutive period of not less than three weeks, he shall be paid a minimum of \$2 per week while so employed.

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

OVERTIME

6. (a) All time worked in excess of eight hours per shift or in excess of forty hours per week shall be paid for at rate and a half for the first three hours and double rate thereafter. Such time shall be computed on a daily basis. All shifts worked on Sundays in excess of twenty-six Sunday shifts per annum shall be paid for at double the hourly rate. 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 subclause (a) above the hourly rate of pay shall be \$1.38 per hour, except that the hourly rate for Senior Shift Engineer shall be \$1.46 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 5 subclause (d) above.

TERMINATION OF EMPLOYMENT

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

HOLIDAYS

8. (1) 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. Payment for annual leave shall be on the basis of the engineer's average weekly taxable earnings for the year (or lesser period where applicable) immediately preceding his annual leave entitlement provided that the holiday pay does not exceed the engineer's ordinary pay plus 30% and provided further that in no case shall the holiday pay be less than the Engineer's ordinary pay at the time of taking the holiday.

The holidays shall be deemed to be accruing through each year of service, so that if after six months' continuous service an engineer be discharged for any cause (other than misconduct) or leaves of his own accord, he shall be paid at the above rates for such proportion of his holiday as shall then have accrued. 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 the holiday aforesaid.

SPECIAL HOLIDAYS FOR LONG SERVICE

8. (2) (a) An engineer shall be entitled to special holidays as follows:

- (i) One special holiday of two weeks after the completion of 20 years and before the completion of 30 years of continuous employment with the same employer.
- (ii) One special holiday of three weeks after the completion of 30 years and before the completion of 40 years of continuous employment with the same employer.
- (iii) One special holiday of five weeks after the completion of 40 years' continuous service with the same employer.

(b) Should an engineer have completed 30 years of continuous service with the same

employer prior to the date of this award he shall not be entitled to the special holiday provided in paragraph (i) of subclause (a) of this clause. Should a worker have completed 40 years of continuous service with the same employer prior to the date of this agreement he shall not be entitled to the special holiday provided in paragraph (i) or (ii) of subclause (a) of this clause.

(c) All such special holidays provided for in subclause (a) of this clause shall be on ordinary pay as defined by the Annual Holidays Act, 1944, and may be taken in one or more periods and at such time or times as may be agreed by the employer and the engineer.

(d) If an engineer having become entitled to a special holiday leaves his employment before such holiday has been taken he shall be paid in lieu thereof.

(e) No engineer shall during any period when he is on special holiday engage in any employment for hire or reward.

ACCOMMODATION

9. The employer shall provide suitable accommodation for the 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. The senior engineer and all shift engineers shall be supplied with two suits of overalls (white if procurable), once in each year, and also ample protective clothing when men are compelled to enter and work in freezing chambers.

SETTLEMENT OF DISPUTES

11. 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

12. 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

13. 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

14. This agreement shall be deemed to have come into operation on the 1st day of August 1970, and shall continue in force until the 28th day of February 1972.

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

J. O'REILLY, President
C.S. HARNETT, Secretary

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Signed on behalf of Wilson and Horton Limited, Auckland:

M.A. PATTERSON, General Manager

Witness to Signature:

A.B. PEEBLES

(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 3th day of July, 1970).