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**Hotel Inter-Continental Shift
Engineers'—Voluntary Agreement**

Dated 1/7/74

NOTE: See clause 14 herein for the date on which rates of wages come into force

Form 5

Under the Industrial Relations Act 1973

SUBMISSION OF VOLUNTARY SETTLEMENT FOR REGISTRATION

In the matter of the Industrial Relations Act 1973; and in the matter of the Hotel Inter-Continental Shift Engineers' dispute of interest between the New Zealand Institute of Marine and Power Engineers and the Hotel Inter-Continental.

To the Registrar of the Industrial Commission.

We hereby submit to you a signed copy of the terms of voluntary settlement of the above-mentioned dispute of interest arrived at by the parties pursuant to section 141 of the Industrial Relations Act 1973.

Dated at Auckland this twenty-third day of September 1974.

Signatures of parties –

For the New Zealand Institute of Marine and Power Engineers:

C. S. Harnett.

For the Hotel Inter-Continental:

P. Scholz.

HOTEL INTER-CONTINENTAL SHIFT ENGINEERS – AGREEMENT
UNDER THE INDUSTRIAL RELATIONS ACT 1973

This Agreement made in pursuance of the Industrial Relations Act 1973 this 23rd day of September 1974, between Hotel Inter-Continental (hereinafter referred to as "the Employer") of the one part and the New Zealand Institute of Marine and Power Engineers (hereinafter referred to as "the Institute") of the other part, whereby it is mutually agreed by and between the Employer and the Institute as follows:

1. That the terms, conditions, stipulations and provisions contained and set out in this 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

1. The agreement shall apply to Shift Engineers.

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 engine-room and boiler-house machinery and auxiliaries.

DUTIES

3. The duties of a Shift Engineer shall be to operate the specified machinery during his shift and to effect such repairs as may be reasonably necessary for the safety of such 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 watchkeeping duties. In the event of a breakdown in the machinery which would interfere with the running of the works, 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. (a) Each Shift Engineer shall be paid a salary at the rate of Six Thousand, Eight Hundred and Eighty Nine Dollars (\$6,889) per annum, provided however that any Shift Engineer in his first year at the Employer's plant shall be paid Six Thousand Seven Hundred and Seventy-five Dollars (\$6,775) for that year such sums being inclusive of payments under sections 19 (4) and 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) In the event of an 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 \$4.08 per week extra whilst so employed.

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

OVERTIME

6. (a) All overtime worked in excess of eight hours per shift 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, providing however that double the hourly rate shall be paid if the engineer is called back after noon on Saturday or on a Sunday or any statutory holiday. Such time shall be computed on a daily basis.

(b) All shifts worked on Sundays in excess of 26 Sunday shifts per annum shall be paid for at the hourly rate extra as provided for in subclause (c) of this section.

(c) For the purpose of calculations under subclause (a) above the hourly rate of pay should be \$2.48 per hour.

(d) When a Shift Engineer is called back to duty after having completed his shift and left his place of employment, he shall receive a minimum payment of 2 hours at the appropriate overtime rate and shall be reimbursed for the reasonable cost of travel incurred for the call-back.

(e) If, after having completed his normal day's work, an engineer is required to continue working for more than four consecutive hours overtime, the Employer shall either provide a suitable meal or allow meal money at the rate of 90 cents per meal, provided that such engineer cannot reasonably get home for a meal and return in the time usually allowed for a meal.

(f) 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. Every engineer covered by this agreement shall be entitled in each year to leave of absence on full pay for a continuous period of 20 working 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 holidays as shall then have accrued.

The times at which such holiday is taken shall be by mutual agreement.

Should an engineer be required to do shift work on any of the following holidays: Christmas Day, Boxing Day, New Year's Day, 2nd January, Good Friday, Easter Monday, Labour Day, Queen's Birthday, Anzac Day, Anniversary Day, New Zealand Day, he shall be granted one day off for each day worked, to be given at a time convenient, as mutually agreed upon.

Further, should any of the above holidays occur on any one of the engineer's roster days off, he shall be granted an extra day off or receive additional payment for such day at the appropriate daily rate.

Where any holiday provided above occurs during the period of any 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.

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. All Shift Engineers shall be supplied with two suits of white overalls, once in each year, and also ample protective clothing. Overalls to be replaced when necessitated by fair wear and tear. Where laundry facilities are available on the works, overalls to be washed and serviced by the Employer.

Towels shall be supplied in accordance with the provisions of the Factories Act 1946, and its amendments.

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 Employer 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 effect as from 1st July 1974, and shall continue in force until 30th June 1975.

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

J. O'Reilly, President.
C. S. Harnett, Secretary.

Witness to signature – C. M. Sweetman.

Signed on behalf of Hotel Inter-Continental:

A. D. Brown, Chief Engineer.

Witness to signature – P. Scholz.

MEMORANDUM

This voluntary agreement has been filed by the Registrar in accordance with Section 141 of the Industrial Relations Act 1973.

The associated application pursuant to Regulation 7 of the Wage Adjustment Regulations 1974 is approved.

(L.S.)

G. O. Whatnall, President.