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Hotel Inter-Continental Shift Engineers— Voluntary Agreement

Dated 28/5/76

NOTE: See clause 15 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, for filing by the Industrial Commission as a collective agreement.

Dated at Auckland this eighteenth day of February 1976.

Signatures of Parties:

C. S. Harnett.

For the New Zealand Institute of Marine and Power Engineers.

G. K. Charlton.

For the Hotel Inter-Continental.

**HOTEL INTER-CONTINENTAL SHIFT ENGINEERS' VOLUNTARY
SETTLEMENT OF DISPUTE OF INTEREST 1975**

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 Hotel 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 Seven Thousand, Four Hundred and Sixty-One Dollars (7,461) per annum, provided however that any shift engineer in his first year at the employer's Hotel shall be paid Seven Thousand, Three Hundred and Forty-Seven Dollars (\$7,347) for that year, provided further that from 27th January 1976 the rates shall be Seven Thousand,

Seven Hundred Dollars (\$7,700) and Seven Thousand, Five Hundred and Eighty-Six Dollars (\$7,586) respectively, such sum 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 one week, he shall be paid a minimum of \$10.00 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 a 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 rates of pay should be \$2.70 per hour, and from 27th January 1976 \$2.79 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 3 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 \$1.20 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.

In the event of redundancy occurring during the currency of the agreement the employer will consult with the Institute before taking any action.

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, Waitangi Day – he shall be granted one day off for each day worked, to be given at a time convenient, or receive additional payment for such day at the appropriate daily rate 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.

The employer will continue to allot car parking space for shift engineers as agreed previously.

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. 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. (a) The procedure set out in the succeeding provisions of this clause shall apply to a dispute of rights between the parties bound by this instrument, or any of them, including a dispute on:

- (i) The interpretation of this instrument; or
- (ii) Any matter (not being a personal grievance within the meaning of section 117 of the Industrial Relations Act 1973) related to matters dealt with in this instrument and not specifically and clearly disposed of by the terms of this instrument.

(b) Either the workers' union or the employer or employers who are parties of any such dispute may invoke the procedure.

(c) The union and the employer or employers who are parties to any such dispute shall refer the dispute to a committee consisting of an equal number of representatives appointed respectively by the union and the employer or employers concerned, together with a chairman who shall be:

- (i) Mutually agreed upon by the parties; or
- (ii) If there is no such agreement, either a conciliator or a person appointed by him.

(d) A decision reached by a majority of the committee shall be the decision of the committee; but if the members of the committee (other than the chairman) are equally divided in opinion, the chairman may either:

- (i) Make a decision, which shall then be the decision of the committee; or
- (ii) Refer the dispute forthwith to the Industrial Court for settlement.

(e) Subject to the right of appeal conferred by subclause (f) of this clause, the decision of the committee shall be binding on the parties to the dispute.

(f) Any party may appeal to the Industrial Court against a decision of the committee, or any part of that decision. The appellant shall:

- (i) Within 14 days after the date on which the decision of the committee has been made known to him, give to every other party written notice of his intention to appeal; and
- (ii) Within 7 days after the date on which that notice has been given, lodge with the Registrar of the Industrial Court a written notice of appeal; and
- (iii) Specify in each such notice the decision or the part of the decision to which the appeal relates.

(g) The essence of this clause being that, pending the settlement of the dispute, the work of the employer shall not on any account be impeded but shall at all times proceed as if no dispute had arisen, it is hereby provided that:

- (i) No worker employed by any employer who is a party to the dispute shall discontinue or impede normal work, either totally or partially, because of the dispute;
- (ii) While the provisions of this clause are being observed, no such employer shall, by reason of the dispute, dismiss any worker directly involved in the dispute.

(NOTE – This clause has been inserted in accordance with the requirements of Section 115 of the Industrial Relations Act 1973).

PERSONAL GRIEVANCES

12. (a) For the purposes of this clause, the expression “Personal Grievance” means any grievance that a worker may have against his employer because of a claim that he has been unjustifiably dismissed or that other action by the employer (not being an action of a kind applicable generally to workers of the same class employed by the employer) affects his employment to his disadvantage.

(b) The standard procedure for the settlement of any personal grievance shall include the following:

- (i) Any worker who considers that he has grounds for a personal grievance shall have the right to submit his grievance in accordance with this procedure;
- (ii) As soon as practicable after a personal grievance arises, the worker shall submit the grievance to his immediate supervisor, affording him an opportunity to remedy the cause of the grievance, the intent being that it is desirable, if the circumstances permit it, to settle the grievance rapidly and as near as possible to the point of origin;
- (iii) Where any such attempt at settlement has failed, or where the grievance is of such a nature that a direct discussion between the worker and his immediate supervisor would be inappropriate, the worker shall notify the branch secretary or secretary or a duly authorised representative of his union, who, if he considers that there is some substance in the personal grievance, shall forthwith take the matter up with the employer or his representative;
- (iv) If the matter is not disposed of in discussion with the employer or his representative, the grievance shall be reduced to writing in a statement setting out all the facts relied on. The statement shall establish the nature of the worker’s grievance and of the issues, for all subsequent consideration of the case;
- (v) The written statement shall be referred to a grievance committee consisting of an equal number of representatives (not exceeding three) nominated respectively by the union and the employer, with or without a chairman as the parties may decide;
- (vi) The employer shall have the right to be assisted or represented before the grievance committee by an employers’ organisation;
- (vii) If the matter is not settled by the grievance committee, it shall be referred to the Industrial Court;
- (viii) The reference to the Court may be made by the employer or his representative, or by the worker’s union or its representative, or by both;
- (ix) The Court, after inquiring fully into the matter and considering all representations made by or on behalf of the parties, may make a decision or award by way of a final settlement which shall be binding on the parties;
- (x) It shall be the duty of every party to the award or agreement to promote the settlement of personal grievances under the procedures hereinbefore

provided and to abstain from any action that might impede the effective functioning of the procedures.

(c) For the purpose of ensuring that the work of the Employer shall not be impeded but shall at all times proceed as if no dispute relating to the personal grievances had arisen;

(i) No worker employed by any employer who is a party to the dispute shall discontinue or impede normal work, either totally or partially, because of the dispute;

(ii) While the provisions of the procedure for the settlement of the personal grievance are being observed, no such employer shall, by reason of the dispute, dismiss any worker directly involved in the dispute.

(d) Any statements made or information given in the course of any proceedings before a grievance committee or the Court in respect of an alleged unjustifiable dismissal shall be absolutely privileged.

(e) In the case of an alleged unjustifiable dismissal, any final settlement, decision or award made under this clause may, if it includes a finding that the worker was unjustifiably dismissed, provide for any one or more of the following:

(i) The reimbursement to him of a sum equal to the whole or any part of the wages lost by him;

(ii) His reinstatement in his former position or in a position not less advantageous to him;

(iii) The payment to him of compensation by his employer.

(NOTE — This clause has been inserted in accordance with the requirements of section 117 of the Industrial Relations Act 1973).

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 effect as from 3rd December 1975 and shall continue in force until 2nd December 1976.

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

C. S. Harnett, Secretary.

Signed on behalf of Hotel Inter-Continental:

G. K. Charlton, Personnel Manager.

MEMORANDUM

This document is filed by the Registrar pursuant to section 141. Associated with the filing of the document was an application pursuant to Regulation 7 of the Wage Adjustment Regulations 1974. This application has been sustained.

(L.S.)

G. O. Whatnall, President.