

(6839.) AUCKLAND DISTRICT SHIFT ENGINEERS (FREEZING-WORKS AND POWER-HOUSES). — AGREEMENT UNDER THE LABOUR DISPUTES INVESTIGATION ACT, 1913.

THIS agreement is made in pursuance of the Labour Disputes Investigation Act, 1913, this 12th day of May, 1921, between the Australasian Institute of Marine and Power Engineers (Auckland Branch) (hereinafter called "the union") of the one part, and the undermentioned persons, firms, and companies (hereinafter referred to as "the employers"), namely—

- Auckland City Council, Council Chambers, Queen Street, Auckland;
- Hellaby, R. and W. (Limited), Shortland Street, Auckland;
- The Auckland Farmers' Freezing Company (Limited),  
Endean's Buildings, Queen Street, Auckland;
- The East Coast Co-operative Freezing Company (Limited),  
Whakatane;

The Westfield Freezing Company (Limited), Endean's Buildings, Queen Street, Auckland;  
 The Whangarei Freezing Company (Limited), Endean's Buildings, Queen Street, Auckland—

of the other part.

Whereas a dispute relating to wages and other conditions of employment has arisen between the parties hereto: And whereas the matter has, under the provisions of the above-mentioned Act, been referred for investigation to a Labour Dispute Committee, whereof Ernest Cargill Cutten, of Auckland, Stipendiary Magistrate, has been duly appointed Chairman, and Messrs. D. J. McKay, of Penrose, engineer, L. R. Bach, of Auckland, engineer, and D. H. Sturrock, of Auckland, secretary, members to represent the union, and Messrs. S. Wing, of Auckland, manager, T. Simpson, of Auckland, engineer, and S. E. Wright, of Auckland, secretary, members to represent the employers: And whereas the said committee has investigated the matter of the said dispute and a settlement, as hereinafter set forth, has been arrived at.

Now, this agreement witnesseth that it is hereby 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 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.

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#### SCHEDULE.

##### *Interpretation.*

1. A "shift engineer" shall mean a worker who has served an apprenticeship of at least five years as a mechanic in a workshop where engines are built or repaired, and who is the holder of a first-class engine-driver's certificate as required by the Inspection of Machinery Act, or equal, and who also during his shift is required to be in charge of machinery.

##### *Duties.*

2. The duties of a shift engineer shall be to operate the machinery during his shift, and also to effect such repairs and overhaul as he may be called upon to do, and to erect new machinery of any class used in the establishment in which he is employed.

In the event of any breakdown in the machinery which would seriously interfere with the running of the works, the chief engineer may recall any shift engineer to work in order to effect repairs or meet the emergency, and time so worked shall be paid at ordinary rates.

#### *Wages.*

3. (a.) The minimum rate of wages to be paid shall be: Shift engineers—Second engineer, £7 10s.; third engineer, £7; fourth engineer, £6 15s.; fifth engineer, £6 10s. Shift engineers at power-stations—Second engineer, £7 10s.; senior shift engineer, £7; junior shift engineer, £6 15s.

#### *Overtime.*

4. (a.) Any time worked in excess of eight hours in any day, unless by mutual arrangement between employees for their own convenience, shall be paid for at one-and-a-half times the ordinary rate when an engineer is on shift-keeping duties.

(b.) When on overhaul work the rate of overtime shall be one-and-a-half times the ordinary rate for the first six hours, and double time thereafter and on Sundays.

#### *Holidays.*

5. (a.) The present arrangement with regard to annual leave shall continue.

(b.) The holiday concession shall be deemed to be accruing throughout each year of service, so that if after six months' continuous service an engineer is discharged for any cause other than misconduct he shall be paid at ordinary rates for such proportion of his holiday as shall then have accrued.

#### *Settlement of Dispute.*

6. In the event of a dispute arising upon any matter, whether referred to in this agreement or not, affecting shift engineers covered by this agreement, the point in dispute shall be referred to a representative of the employer and the secretary of the Auckland District of the Australasian Institute of Marine and Power Engineers. Should these fail to agree the matter shall then be referred to the arbitration of two disinterested persons, one chosen by the employer and one by the said Institute, or of an umpire mutually agreed upon by the said arbitrators before proceeding with the conference, and the decision of the arbitrators or umpire shall be final and conclusive.

#### *Carrying out of Agreement.*

7. This agreement shall be honourably carried out in its entirety by both parties notwithstanding any difference which may arise on matters not already provided for in this agreement, and no dispute with any other employers or any other employees shall be

allowed to cause any cessation in the relationship of employer and employee contemplated by this agreement.

8. This agreement shall come into force on the 2nd day of May, 1921, and shall continue in force until the 1st day of May, 1922.

In witness whereof this agreement has been signed on behalf of the parties the day and year first above written.

Signed on behalf of the union by—

DAVID J. MCKAY.  
STANNUS R. BACH.  
DAVID H. STURROCK.

Signed on behalf of the employers by—

SAMUEL WING.  
T. SIMSON.  
S. E. WRIGHT.  
E. C. CUTTEN, S.M., Chairman.

NOTE.—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 27th day of May, 1921.

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