

NEW ZEALAND SHIFT ENGINEERS (FREEZING - WORKS).—
AGREEMENT UNDER THE LABOUR DISPUTES INVESTIGATION
ACT, 1913

In the Court of Arbitration of New Zealand.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the agreement, made on the 23rd day of August, 1946, between the New Zealand Institute of Marine and Power Engineers (Inc.), and the Auckland Farmers' Freezing Co., Ltd., and others.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no agreement made in pursuance of the Labour Disputes Investigation Act, 1913, shall come into force until it is filed under section 8 of the said Act: And whereas it is provided, further, that no such agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the agreement made on the 23rd day of August, 1946, between the New Zealand Institute of Marine and Power Engineers (Inc.), of the one part, and the Auckland Farmers' Freezing Co., Ltd., and others, of the other part: Now, therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said agreement for the purposes of the said regulations.

Dated this 10th day of September, 1946.

[L.S.]

A. TYNDALL, Judge.

NEW ZEALAND SHIFT ENGINEERS (FREEZING-WORKS).—AGREE-
MENT UNDER THE LABOUR DISPUTES INVESTIGATION ACT,
1913

THIS industrial agreement, made in pursuance of the Labour Disputes Investigation Act, 1913, this 23rd day of August, 1946, between the New Zealand Institute of Marine and Power Engineers (Inc.), (hereinafter referred to as "the workers"), of the one part, and the—

Auckland Farmers' Freezing Co., Ltd., Auckland
 Borthwick, Thos., and Sons (A/sia), Ltd., Masterton
 Canterbury Frozen Meat and Dairy-produce Export Co., Ltd., Cashel
 Street, Christchurch
 Gear Meat Co., Ltd., Wellington
 Gisborne Refrigerating Co., Ltd., Kaiti, Gisborne
 Hawke's Bay Farmers' Meat Co., Ltd., Box 251, Hastings
 Hellaby, R. and W., Ltd., P.O. Box 367, Auckland
 Nelson's (N.Z.), Ltd., P.O. Box 379, Hastings

New Zealand Refrigerating Co., Ltd., P.O. Box 1240, Christchurch
 North Canterbury Sheep-farmers' Co-operative Freezing Export and
 Agency Co., Ltd., Kaiapoi
 Patea Freezing Co., Ltd., P.O. Box 84, Patea
 Southland Frozen Meat and Produce Export Co., Ltd., Invercargill
 South Otago Freezing Co., Ltd., Finegand, Balclutha
 Swifts (N.Z.), Ltd., Wairoa, Hawke's Bay
 The Co-operative Wholesale Society, Ltd., Longburn Freezing-works,
 Longburn
 The Ocean Beach Freezing Co., Ltd., Invercargill
 Waitaki Farmers' Co-operative Freezing Co., Ltd., Pukeuri, Oamaru
 Wellington Meat Export Co., Ltd., P.O. Box 138, Wellington
 Westfield Freezing Co, Ltd., P.O. Box 17, Auckland

(hereinafter referred to as "the employers"), 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, but shall in all respects abide by and perform the same.

SCHEDULE

Branch of Work covered

1. "Shift engineer" shall be the branch of workers covered by this agreement.

The provisions of this agreement shall not apply to any worker employed in the capacity of second 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 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 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. The rate of salary for workers coming within the scope of this agreement shall be £500 per annum, such sum being inclusive of all payments under the Factories Act, 1921-22, and its amendments.

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.

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

Increase in Rates of Remuneration

6. All rates of remuneration, including time and piece wages and overtime and any other special payments, provided for in this award shall be increased to the extent and in the manner prescribed by the two general orders of the Court made under the Rates of Wages Emergency Regulations 1940, and dated the 9th August, 1940, and the 31st March, 1942, respectively.

Overtime

7. 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. All shifts worked on Sundays in excess of twenty-six Sunday shifts per annum shall be paid for at double the daily rate. When a sixth shift is worked to suit the convenience of the employer, rate and a half shall be paid. When a sixth shift is worked to take the place of a man away sick, ordinary time shall be paid.

Termination of Employment

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

Holidays

9. 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.

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, or November or at such other time as can be arranged.

Accommodation

10. 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

11. 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

12. 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

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 operation on the 2nd day of January, 1946, and shall remain in force until the 31st day of July, 1947.

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

WM. EDWARDS, President.
W. SOMERVILLE, Secretary.

Witness to signatures—A. R. Douglas.

Signed on behalf of the following employers:—

Auckland Farmers' Freezing Co., Ltd., Auckland.
Borthwick, Thos., and Sons (A/sia), Ltd., Masterton.
Canterbury Frozen Meat and Dairy-produce Export Co., Ltd., Cashel Street, Christchurch.
Gear Meat Co., Ltd., Wellington.
Gisborne Refrigerating Co., Ltd., Kaiti, Gisborne.
Hawke's Bay Farmers' Meat Co., Ltd., Box 251, Hastings.
R. and W. Hellaby, Ltd., P.O. Box 367, Auckland.
Nelsons (N.Z.), Ltd., P.O. Box 379, Hastings.
New Zealand Refrigerating Co., Ltd., P.O. Box 1240, Christchurch.
North Canterbury Sheep-farmers' Co-operative Freezing Export and Agency Co., Ltd., Kaiapoi.
Patea Freezing Co., Ltd., P.O. Box 84, Patea.
Southland Frozen Meat and Produce Export Co., Ltd., Invercargill.
South Otago Freezing Co., Ltd., Finegand, Balclutha.
Swifts (N.Z.), Ltd., Wairoa, Hawke's Bay.
The Ocean Beach Freezing Co., Ltd., Invercargill.
Waitaki Farmers' Co-operative Freezing Co., Ltd., Pukeuri, Oamaru.
Wellington Meat Export Co., Ltd., P.O. Box 138, Wellington.
Westfield Freezing Co., Ltd., P.O. Box 17, Auckland.
The Co-operative Wholesale Society, Ltd., Longburn Freezing-works, Longburn.

J. B. WALTON, Authorized Agent.

Witness to signature—S. Ritchie, Conciliation Commissioner.

C. G. WILKIN, Authorized Agent.

Witness to signature—S. E. McGregor, Officer in Charge, Department of Labour, Christchurch.

NOTE.—This agreement, made under the Labour Disputes Investigation Act, 1913, was filed with the Clerk of Awards at Wellington, pursuant to section 8 (1) of the said Act, on the 12th day of September, 1946.