

TURNERS AND GROWERS, LTD., AUCKLAND, SHIFT ENGINEERS (COOL STORES).—AGREEMENT UNDER THE LABOUR DISPUTES INVESTIGATION ACT, 1913

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the agreement made on the 2nd day of October, 1946, between the New Zealand Institute of Marine and Power Engineers (Inc.), Auckland Branch, and Turners and Growers, Ltd., Auckland.

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 2nd day of October, 1946, between the New Zealand Institute of Marine and Power Engineers (Inc.), Auckland Branch, of the one part, and Turners and Growers, Ltd., Auckland, 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 21st day of October, 1946.

[L.S.]

A. TYNDALL, Judge.

TURNERS AND GROWERS, LTD., AUCKLAND, SHIFT ENGINEERS (COOL STORES).—AGREEMENT UNDER THE LABOUR DISPUTES INVESTIGATION ACT, 1913

THIS industrial agreement, made in pursuance of the Labour Disputes Investigation Act, 1913, this 2nd day of October, 1946, between the New Zealand Institute of Marine and Power Engineers (Inc.), Auckland Branch (hereinafter referred to as "the worker"), of the one part, and Messrs. Turners and

Growers, Ltd., 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, and shall in all respects abide by and perform the same.

SCHEDULE

Branch of Work Covered

1. "Shift engineers" shall be the branch of workers covered by this agreement, but this agreement shall not apply in any way to the chief 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, who has a knowledge of the theory and practice of refrigeration, and of the various types of prime mover—*i.e.*, steam engines and boilers, electric motors, internal-combustion engines—and who during his shift is required to be in charge of such 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.

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. Eighty hours shall constitute a fortnight's work and shall be arranged to suit the exigencies of the works.

Termination of Employment

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

Salaries

6. The rate of salary for workers coming within the scope of this agreement shall be, including payments in the terms of sections 14 and 15 of the Factories Amendment Act, 1936—

	£	s.	d.
Salary	500	0	0
Plus cost-of-living bonus, 1940, 5 per cent.	25	0	0
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	525	0	0
Plus second cost-of-living bonus of April, 1942	13	0	0
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	£538	0	0
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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 weekly rate of pay shall be computed by dividing the annual salary by fifty-two into weekly amounts, and the daily payments arrived at on the basis of five watches per week.

Overtime

7. All time worked in excess of eight hours per watch when instructed by the chief engineer to be paid for at rate and a half for first three hours and double time after, except when it is worked to take the place of an engineer on holiday, when ordinary rates shall be paid.

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 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 dis-

charged 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.

Clothing

9. All shift engineers shall be supplied with two suits of overalls (white if procurable) once each year.

Settlement of Disputes

10. 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 a representative of the employers and a representative 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

11. 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

12. 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

13. This agreement shall come into force on the 1st day of October, 1946, and shall continue in operation until the 1st day of October, 1948, or until superseded by a fresh agreement or terminated by one month's notice given by either party of their wish so to do.

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

WM. EDWARDS, President.
A. R. DOUGLAS, Secretary.

Signed on behalf of Messrs. Turners and Growers, Ltd.,
Auckland—

P. TURNER, Director.
W. T. WEBB.

Witness to signatures—R. F. Turner, Auckland.

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 25th day of October, 1946.
