

DAIRY PRODUCTS, LTD., **ENGINE-DRIVERS, FIREMEN, ETC.**—  
INDUSTRIAL AGREEMENT

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement, made on the 28th day of November, 1947, between Dairy Products Ltd., and the New Zealand Engine-drivers, River Engineers, Marine-engine Drivers, Greasers, Firemen and Assistants' Industrial Union of Workers.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided further that no such industrial 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 industrial agreement made on the 28th day of November, 1947, between Dairy Products, Ltd., of the one part, and the New Zealand Engine-drivers, River Engineers, Marine-engine Drivers, Greasers, Firemen, and Assistants' Industrial Union of Workers, 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 industrial agreement for the purposes of the said regulations.

Dated this 11th day of March, 1948.

[L.S.]

A. TYNDALL, Judge.

DAIRY PRODUCTS, LIMITED, ENGINE-DRIVERS, FIREMEN, ETC.—  
INDUSTRIAL AGREEMENT

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this twenty-eighth day of November, 1947, between the Dairy Products, Limited (hereinafter called "the employer"), of the one part, and the New Zealand Engine-drivers, River Engineers, Marine Engine Drivers, Greasers, Firemen and Assistants' Industrial Union of Workers (hereinafter called "the union") of the other part, witnesseth that it is hereby mutually agreed between the employer and the union as follows:—

SCHEDULE

1. *Workers to whom Agreement applies*

This agreement shall apply to engine drivers, firemen, greasers and assistants employed by Dairy Products Limited at its factories in Edendale, Mataura, and Kapuni.

2. *Definitions*

For the purposes of this agreement the year shall be divided into the production season and the overhaul season.

### 3. *Hours of Work*

(a) The ordinary weekly number of hours that may be worked by all workers shall be forty.

(b) Such hours shall be worked on the first five days of the week on which a worker works, with a minimum of eight hours on any day without payment of overtime.

(c) The hours of work on each day shall be continuous except for intervals in clauses 3 (e) and 11.

(d) Where practicable each worker shall be allowed the two days off consecutively.

(e) Workers shall be allowed an interval of ten minutes morning and afternoon for smoke-oh without deduction of pay and without interfering with the continuity of the work.

### 4. *Shift Work*

(a) Where shifts are worked the men employed shall change shifts weekly or fortnightly: Provided that such changes of shift shall not involve the payment of overtime.

(b) All workers employed on shifts entailing work before 6 a.m. or after 6 p.m. shall be paid 2s. 6d. per shift extra.

### 5. *Overtime*

All time worked in excess of the hours prescribed in clause 3 hereof shall be paid for at time and a half rates for the first eight hours and thereafter at double time, except that for all time worked on the seventh day of any week double time shall be paid.

### 6. *Holidays*

(a) Every worker covered by the agreement shall be allowed the following holidays: New Year's Day, Good Friday, Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day, and Invercargill Show Day or another day in lieu thereof.

(b) When any of the said holidays falls on a Sunday it shall be observed on the following day, and when Christmas Day falls on Sunday, Boxing Day shall be observed on the Tuesday.

(c) No deduction shall be made from the wages of any worker in respect of any of the holidays prescribed in sub-clause (a) hereof.

(d) For work done on any of the said holidays a worker shall receive one day's wages at ordinary rates in addition to his ordinary weekly wage.

(e) When any of the worker's weekly days off falls upon the same day as any of the above holidays he shall be paid an extra day's wages at ordinary rates in addition to his ordinary weekly wage.

#### 7. *Saturdays and Sundays*

Workers (other than casual workers) who have worked any week in the production season shall, in that week, be paid in addition to their weekly wage ten hours at ordinary rates of pay whether they have worked on Saturday and Sunday or not.

#### 8. *Casual Labour*

(a) A worker engaged for less than five days shall be deemed to be a casual worker and shall be paid on an hourly basis 10 per cent. above the minimum rate prescribed for a weekly worker.

(b) A casual worker working on Saturday afternoons, Sundays, and holidays shall receive the additional payments as prescribed in the Factories Act.

#### 9. *Annual Holidays*

At the close of the production season in each year all workers who have completed at least six months service shall be given two weeks' holiday on full pay, and workers with less than six months' service shall be given a holiday of proportionate duration.

#### 10. *Wages*

(a) Workers who are required to hold a first class engine driver's certificate shall be paid not less than £7 10s. per week.

(b) Workers who are required to hold a second class engine driver's certificate shall be paid not less than £6 19s. per week.

(c) Workers employed as greasers, trimmers or as assistants who do require a certificate shall be paid not less than £6 8s. per week.

(d) During the overhaul season workers shall be paid not less than £6 5s. per week, provided such work does not require the worker to have a certificate under the Inspection of Machinery Act.

#### 11. *Meal Times*

(a) Where a worker is required to stand by his plant during the meal hour he shall be paid for such time at ordinary rates.

(b) Subject to subclause (a) no worker shall be called upon to work more than four hours and a half continuously without an interval for a meal.

(c) Workers other than shift workers required to work before 6.30 a.m. or after 6 p.m. shall be allowed half an hour for a meal without deduction of pay and without interfering with the continuity of the work.

### 12. *Right of Entry*

The secretary or other authorized officer of the union shall after advising the employer be entitled to enter at all reasonable times on the premises of the employer to interview the workers, but not so as to interfere with the work.

### 13. *Matters not provided for*

Any dispute in connection with any matter arising from the employment shall be settled between the secretary of the Dunedin branch of the union and the employer and failing a settlement shall be referred to the Conciliation Commissioner for the district who shall either decide the same or refer the matter to the Court. Either party may appeal from the decision of the Commissioner to the Court upon giving written notice to the other party within fourteen days after such decision shall have been made known to the party desiring to appeal.

### 14. *Workers to be Members of Union*

All workers employed pursuant to the provisions of this agreement shall be members for the time being of the union which is party to the agreement.

### 15. *Term of Agreement*

This agreement shall in so far as it relates to wages be deemed to have come into force on the first day of October, 1947, and so far as the other conditions of the agreement are concerned it shall come into force on the day of the date hereof and this agreement shall continue in force until the 30th day of June, 1948.

Signed on behalf of Dairy Products Limited—

D. F. SANDYS-WUNSCH, Managing Director.

R. C. BURGESS, Secretary.

Signed on behalf of the New Zealand Engine Drivers, River Engineers, Marine Engine Drivers, Greasers, Firemen and Assistants' Industrial Union of Workers—

W. C. McDONNELL, Agent.