

TARANAKI AND WELLINGTON SHIFT ENGINEERS IN COOL STORES—AGREEMENT UNDER THE LABOUR DISPUTES INVESTIGATION ACT, 1913

In the Court of Arbitration of New Zealand, Taranaki and Wellington Industrial Districts.—In the matter of the Economic Stabilization Emergency Regulations 1942 ; and in the matter of the agreement made on the 21st day of October, 1949, between the Wellington Branch of the New Zealand Institute of Marine and Power Engineers (Inc.), and the Co-operative Dairy Producers' Freezing Co., Ltd. and the Taranaki Producers' Freezing Co., Ltd.

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 21st day of October, 1949, between the Wellington Branch of the New Zealand Institute of Marine and Power Engineers (Inc.), of the one part, and the Co-operative Dairy Producers' Freezing Co., Ltd., and the Taranaki

Producers' Freezing Co., Ltd., 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 November, 1949.

[L.S.]

A. TYNDALL, Judge.

TARANAKI AND WELLINGTON SHIFT ENGINEERS IN COOL STORES—
AGREEMENT UNDER THE LABOUR DISPUTES INVESTIGATION ACT,
1913

THIS industrial agreement made in pursuance of the Labour Disputes Investigation Act, 1913, this 21st day of October, 1949, between the Wellington Branch of the New Zealand Institute of Marine and Power Engineers (Inc.) (hereinafter called "the employees"), of the one part, and the undermentioned companies (hereinafter called "the employers"), namely—

The Co-operative Dairy Producers' Freezing Co. Ltd. Waterloo Quay, Wellington

The Taranaki Producers' Freezing Co. Ltd. Moturoa, New Plymouth

of the other part, witnesseth that it is hereby mutually agreed and declared between and by the employees and the employers above mentioned—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be deemed to be and are hereby declared to form part of the 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 observe the same.

SCHEDULE

Branch of Work Covered

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

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 work-shop 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 in no case shall such duties be permitted to interfere with his shift keeping duties.

In the event of a break down 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 or 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.

Overtime

5. All work performed in excess of forty hours per week shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

All shifts worked on Sundays in excess of twenty-six Sunday shifts per annum shall be paid for at double the daily rate.

Salary

6. The rate of salary for workers coming within the scope of this agreement shall be £603 per annum retrospectively to June 1st, 1949, such sum being inclusive of payments under sections 19 (4), 28 and 29 of the Factories Act, 1946.

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.

Termination of Employment

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

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 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 holiday shall be given during the summer months.

Clothing

9. Every engineer covered by this agreement shall be supplied free of cost by the employer with two suits of overalls (white, if procurable) once in each year.

Accommodation

10. Proper accommodation shall be supplied by the employer for the use of the shift engineers, this to include private lavatory, hot and cold running water including shower, and suitable lockers of ample size.

Settlement of Disputes

11. 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

12. Preference of employment shall at all times be given to members of the New Zealand Institute of Marine and Power Engineers.

Carrying Out of Agreement

13. 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.

Terms of Agreement

14. This agreement shall be deemed to have come into force on the 1st day of July, 1949, and shall continue in force until the 30th day of June, 1950, and thereafter until superseded by a fresh agreement or terminated by one month's notice given by either side of their wish to do so.

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

A. G. WILSON, President.

W. SOMMERVILLE, Secretary.

Witness to signatures—C. C. CLARE.

Signed on behalf of the Co-operative Dairy Producers' Freezing Co. Ltd.—

C. F. LOWE.

Witness to signature—C. C. CLARE.

Signed on behalf of the Taranaki Producers' Freezing-Works Co. Ltd.—

F. J. RUNDLE.

Witness to signature—GEO. FLUCKER.

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 16th day of November, 1949.
