

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

In the Court of Arbitration of New Zealand, Auckland 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 December, 1949, between the New Zealand Institute of Marine and Power Engineers (Inc.), Auckland Branch, and Turners & 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 afore-

said 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 December, 1949, between the New Zealand Institute of Marine and Power Engineers (Inc.), Auckland Branch, of the one part, and Turners & 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 14th day of December, 1949.

[L.S.]

A. TYNDALL, Judge.

TURNER & 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 December 1949 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 & 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 Duty*

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 £600 per annum, 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 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. 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.

#### *Holidays*

8. Every engineer covered by this agreement shall be entitled to 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 and 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 1949 and shall continue in operation until the 1st day of October 1950 or until superseded by a fresh agreement or terminated by one month's notice given by either party of their wish to do so.

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

J. H. STEAD, Vice President.

A. R. DOUGLAS, Secretary.

Signed on behalf of Messrs. Turners & Growers Ltd. Auckland—

P. TURNER, Director.

W. T. WEBB, Engineer.

Witness to signatures—R. F. Turner, Clerk, 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 19th day of December, 1949.

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