

NEW ZEALAND CO-OPERATIVE DAIRY COMPANY, LTD., HAMILTON, **CHIEF ENGINEERS AND SHIFT ENGINEERS**—AGREEMENT UNDER LABOUR DISPUTES INVESTIGATION ACT, 1913

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Economic Stabilization Regulations 1950; and in the matter of the agreement made on the 16th day of February, 1951, between the New Zealand Institute of Marine and Power Engineers (Inc.), Auckland Branch, and the New Zealand Co-operative Dairy Company, Limited, Hamilton.

WHEREAS by the Economic Stabilization Regulations 1950 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 16th day of February, 1951, between the New Zealand Institute of Marine and Power Engineers (Inc.), Auckland Branch, of the one part, and the New Zealand Co-operative Dairy Company, Limited, Hamilton, 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 7th day of August, 1951.

[L.S.]

A. TYNDALL, Judge.

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THE NEW ZEALAND CO-OPERATIVE DAIRY COMPANY LTD., HAMILTON, **CHIEF ENGINEERS AND SHIFT ENGINEERS**.—AGREEMENT UNDER THE LABOUR DISPUTES INVESTIGATION ACT, 1913.

THIS industrial agreement made in pursuance of the Labour Disputes Investigation Act 1913, this 16th day of February, 1951, between the New Zealand Institute of Marine and Power Engineers (Inc.) Auckland Branch, hereinafter

referred to as the "worker" of one part and the New Zealand Co-operative Dairy Company Limited, Hamilton, 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 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. Chief engineers and shift engineers of the N.Z. Co-operative Dairy Company Factories, namely Te Awamutu, Matangi, Waitoa and Waharoa, shall be the branch of workers covered by this agreement.

##### *Interpretation*

2. (a) The chief engineer shall mean the senior engineer in charge of all machinery operated by shift engineers: he will also be responsible for all overhaul and repair work and erection of new machinery in the establishment in which he is employed.

(b) 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 or who holds the necessary certificate and qualifications required by the Inspection of Machinery Act, 1928, 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 watch-keeping 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 chief engineer, shift engineers and the employer.

*Salaries*

5. The rate of salary for workers coming within the scope of this agreement shall be:—

Chief engineers: £735 per annum  
Shift engineers: £660 per annum

such sums 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.

In the event of any engineer being required to perform duties deemed to be higher than his normal duties for a consecutive period of not less than three weeks, he shall be paid a minimum of 10/- per week extra whilst so employed.

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

*Overtime*

6. 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*

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 be 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.

*Accommodation*

9. 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*

10. All Chief Engineers and 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*

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 (Inc.).

*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.

*Increase in Rates of Remuneration*

14. The general order dated the 10th day of June 1950 and made under the Economic Stabilization Regulations 1950, shall be deemed to be incorporated in this agreement and shall have effect according to its tenor.

*Terms of Agreement*

15. This agreement shall be deemed to have come into operation on the 15th day of February 1951, and shall continue in force until the 31st day of January 1952.

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

R. H. MAGNUSSON, President.  
A. R. DOUGLAS, Secretary.

Signed on behalf of the New Zealand Co-operative Dairy Company, Limited, Hamilton:—

H. W. DAVEY, General Manager.  
P. L. ELLIOTT, Secretary.

Witness to signatures—A. H. Woolven.

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 7th day of August, 1951.