

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 13th day of October 1954 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 this 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 £806 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 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 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 on 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.

Increased Rates of Remuneration

10. The rates of remuneration determined by this agreement shall be increased to the extent and in the manner prescribed by the general order of the Court made under the Economic Stabilization Regulations, 1953, and dated the 19th day of November 1953.

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 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

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.

Term of Agreement

14. This agreement shall come into force on the 1st day of October 1954 and shall continue in operation until the 30th day of September 1955 or shall be 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—

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

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

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

Witness to Signatures—E. A. ROPER.

NOTE.—This agreement, made under the Labour Disputes Investigation Act 1913, was filed with the Clerk of Awards, Auckland pursuant to section 8 (1) of the said Act on 20th day of October 1954.