

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 4th day of September 1958, 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 Works 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.

Salary

5. The rate of salary for workers coming within the scope of this agreement shall be £871 5s. per annum plus a sum of £2 for each Sunday worked up to a maximum of 26 Sundays and thereafter in accordance with the provisions of clause 6, paragraph 3 hereof. Any engineer 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 on an hourly rate of 7s. 3d.

Overtime

6. All work performed in excess of eight hours per day shall be paid for at the rate of time and a half for the first three hours and double time thereafter, computed on the hourly rate in clause 5, paragraph 3 hereof. All work performed after midday Saturday and on Sunday which is in excess of the weekly quota of 40 hours shall be paid at double the hourly rate. All shifts worked on Sundays in excess of 26 Sunday shifts per annum shall be paid for at double the daily rate.

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 21 days. Should an engineer be required to do shift work on a statutory holiday he shall be granted one day off; to be given at a time when convenient as mutually agreed upon. Further, should a statutory holiday occur on any one of an engineer's days off, he shall be granted an extra day, to be given at a time when convenient as mutually agreed upon. The holidays 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. Where any holiday provided in section 26 of the Factories Act 1946 occurs during the period of any holiday allowed or deemed to have been allowed to any shift engineer under this clause, the period of annual holiday shall be deemed to be increased by one day in respect of the holiday aforesaid. 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.

Increased Rates of Remuneration

14. All rates of remuneration prescribed in this agreement shall be subject to the provisions of the General Court Order dated 26 October 1956.

Term of Agreement

15. This agreement shall be deemed to come into force on the 1st day of July 1958, and shall continue in force until the 30th day of June 1959.

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

M. H. MURRAY, President.
W. A. SCOTT, Secretary.

Witness to signatures: H. J. Monin.

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

C. C. CLARE, General Manager.

Witness to signature: R. H. Mitchell.

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

L. J. RUNDLE, Chairman of Directors.

Witness to signature: J. W. Moorhead.

[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 25th day of September 1958.]