

**NEW ZEALAND CO-OPERATIVE DAIRY CO. LTD., HAMILTON, CHIEF ENGINEERS AND SHIFT ENGINEERS OF WAITOA, WAHAROA, MATANGI, KEREPEHI AND TE AWAMUTU DAIRY FACTORIES—AGREEMENT UNDER THE LABOUR DISPUTES INVESTIGATION ACT 1913**

THIS industrial agreement made in pursuance of the Labour Disputes Investigation Act 1913, this 1st day of December 1958, between the New Zealand Institute of Marine and Power Engineers (Inc.) Auckland Branch, (hereinafter referred to as "the worker") of the one part and the New Zealand Co-operative Dairy Co., 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 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 Co. factories, namely Te Awamutu, Matangi, Waitoa, Waharoa and Kerepehi, 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 Boilers', Lifts', and Cranes' Act 1950, 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 watchkeeping 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 the agreement shall be: chief engineers, £941 per annum; shift engineers, £855 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 11s. 6d. per week extra whilst so employed.

The daily rate of pay shall be computed by dividing the annual salary by 52 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 40 hours per week shall be paid for at rate and a half. All shifts worked on Sundays in excess of 26 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 21 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. The laundering of overalls as referred to in this clause, to be the responsibility of the employer and laundered free of charge.

*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.).

*Increase in Rates of Remuneration*

13. The rates of remuneration determined by this agreement shall be subject to the Order of the Court of Arbitration dated 26 October 1956.

*Carrying Out of Agreement*

14. 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*

15. This agreement shall be deemed to have come into force on the 1st day of June 1958 and shall continue in force until the 31st day of May 1959.

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

E. HAILSTONE.  
A. R. DOUGLAS.

Witness to signatures—E. MOORE.

Signed on behalf of the New Zealand Co-operative Dairy Co. Ltd., Hamilton:

P. L. ELLIOTT.  
S. G. FINCH.

Witness to signatures—O. G. TISCH.

(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 11th day of December 1958.)