

THE EAST COAST FARMERS' FERTILISER CO. LTD. **SHIFT ENGINEERS**—AGREEMENT UNDER THE LABOUR DISPUTES INVESTIGATION ACT 1913

THIS industrial agreement made in pursuance of the Labour Disputes Investigation Act 1913, this 29th day of April 1958, between the Wellington Branch of the New Zealand Institute of Marine and Power Engineers (Inc.) (hereinafter referred to as "the workers") of the one part, and the East Coast Farmers' Fertiliser Co. Ltd. (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, but shall in all respects abide by and perform the same.

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SCHEDULE

*Branch of Work Covered*

1. "Shift engineer" shall be the branch of workers covered by this agreement.

The provisions of this agreement shall not apply to any worker employed in the capacity of second 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, and who during his shift, is required to be in charge of engine-room and boiler-house machinery and auxiliaries.

### *Duties*

3. The duties of a shift engineer shall be to operate the specified machinery during his shift and to effect such repairs as may be reasonably necessary for the safety of such 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 shift engineers and the employer.

### *Salaries*

5. The rate of salary for workers coming within the scope of this agreement shall be £1,062 10s. per annum except that senior shift engineers on appointment shall be paid an additional sum of £40 per annum, such sums being inclusive of payments under sections 19 (4) and 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 an 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 £1 per week extra whilst so employed.

The daily rate of pay shall be computed by dividing the salary by fifty-two into 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 Sunday in excess of twenty-six 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 fifteen working 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 holidays as shall then have accrued.

The times at which such holiday is taken shall be by mutual agreement.

Should an engineer be required to do shift work on any of the following statutory holidays: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Labour Day, Queen's Birthday, Anzac Day, Anniversary Day; he shall be granted one day off for each such day worked, to be given at a time convenient, as mutually agreed upon.

Further, should a statutory holiday occur on any one of the engineers' roster days off, he shall be granted an extra day off or receive additional payment for such day at the appropriate daily rate.

Where any holiday provided in section 26 of the Factories Act 1946, occurs during the period of any annual 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.

#### *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 shift engineers shall be supplied with two suits of overalls (white if procurable) once in each year, and also ample protective clothing. Where laundry facilities are available on the works, overalls to be washed and serviced by the employer.

Towels shall be supplied in accordance with the provisions of the Factories Act 1946 and its amendments.

One pair of boots is to be supplied to each shift engineer, to be replaced when necessitated by fair wear and tear.

#### *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.

#### *Term of Agreement*

14. This agreement shall be deemed to have come into operation on the 1st day of May 1958, and shall continue in force until the 30th day of April 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 East Coast Farmers' Fertiliser Co. Ltd.

R. A. WARBURTON, General Manager.  
A. R. MCLEOD, Works Manager.

Witness to signatures—M. Feeney.

[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 13th day of May 1958.]