

THE NEW ZEALAND CO-OPERATIVE DAIRY COMPANY LIMITED HAMILTON,
 CHIEF ENGINEERS AND SHIFT ENGINEERS OF WAITOA, WAHAROA,
 MATANGI, KEREPEHI, TE AWAMUTU, AND TE RAPA DAIRY FACTORIES'
 -AGREEMENT UNDER THE LABOUR DISPUTES INVESTIGATION ACT 1913

This industrial agreement made in pursuance of the Labour Disputes Investigation Act 1913, this 18th day of August, 1969, between the New Zealand Institute of Marine & Power Engineers (Inc.) Auckland Branch, (hereinafter referred to as "the institute") of the one part and the New Zealand Co-operative Dairy Company, 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 New Zealand Co-operative Dairy Company Factories, namely Te Awamutu, Matangi, Te Rapa, Waitoa, Waharoa and Kerepehi, shall be the branch of workers covered by this agreement.

INTERPRETATION

2. (a) The chief engineer shall mean the 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) The Senior Engineer is a shift engineer who has been appointed by the Employers as the person next in charge to the chief engineer.

(c) 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' & 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 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	\$3,815.00	per Annum
Senior Engineers	\$3,547.00	per Annum

Shift Engineers \$3,483.00 per Annum

Such sums being inclusive of payments under section 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 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. (a) Except as otherwise provided all time worked in excess of eight hours per shift shall be paid for at the rate of time and a half for the first three hours and thereafter double time.

(b) Time worked in excess of eight hours per day on Sundays and Statutory Holidays shall be paid for at double time.

(c) Overtime worked on a Saturday or a Sunday when not on roster shall be paid for at the rate of time and a half for the first eight hours on Saturday and the balance double time. Sunday work shall be paid for at double time.

(d) When a sixth shift is worked to suit the convenience of the Employer, the following provisions shall apply:-

The sixth shift shall be the day following the worker's normal rostered day off except when Saturday is the normal day off, in which case, the previous Sunday shall be the sixth shift.

Payment for the sixth shift shall be at rate and a half for the first eight hours, and the balance double time; except when the sixth shift is a Sunday, the rate shall be double time.

When the sixth shift falls on a Sunday, it shall not be counted as one of the 26 Sundays provided for in the formula. For time worked on a seventh shift, double time shall be paid. When a sixth shift is worked to take the place of a man away sick, ordinary time shall be paid.

(e) All shifts worked on Sunday in excess of 26 Sunday shifts (excluding those paid as sixth shifts) shall be paid for at double time.

(f) For the purposes of calculations under subclauses (a., b., c., d., & e. hereof), the hourly rate shall be \$1,292 per hour except in the case of Chief Engineers when such rate shall be increased by 10%.

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 leave of his own accord, he shall be paid at ordinary rates for such proportion of his holidays as shall then have accrued.

SERVICE BONUS

9. Subject to the completion of the following periods of continuous service with the same employer, a worker shall be paid the lump sum bonus specified:

	\$
On completion of five years' continuous service	11.30
On completion of six years' continuous service	13.60
On completion of seven years' continuous service	15.85
On completion of eight years' continuous service	18.10
On completion of nine years' continuous service	20.35

	\$
On completion of ten years' continuous service	22.60
On completion of eleven years' continuous service	24.85
On completion of twelve years' continuous service	27.15
On completion of thirteen years' continuous service	29.40
On completion of fourteen years' continuous service	31.65
On completion of fifteen and each subsequent year of continuous service	33.90

ACCOMMODATION

10. 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 & FOOTWEAR ALLOWANCE

11. 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. Footwear allowance shall be paid to all engineers at the rate of \$10.00 per annum.

SETTLEMENT OF DISPUTES

12. 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

13. Preference of employment shall at all times be given to members of the New Zealand Institute of Marine & Power Engineers (Inc.).

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.

TERMS OF AGREEMENT

15. This agreement shall be deemed to have come into force on the 2nd day of July, 1969, and shall continue in force until the 1st day of July, 1971.

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

J. O. Reilly.

C. S. Harnett.

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

A. H. Woolven.

W. Morris.