

NEW ZEALAND SHIFT ENGINEERS (FREEZING WORKS):
AGREEMENT UNDER LABOUR DISPUTES INVESTIGATION ACT 1913.

This Industrial Agreement made in pursuance of the Labour Disputes Investigation Act, 1913, this 21st day of January 1970, between the New Zealand Institute of Marine and Power Engineers (Inc.) (hereinafter referred to as the "workers") of the one part, and the New Zealand Freezing Companies' Industrial Union of Employers (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.

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, but it is expected by the parties to this agreement that second engineers will be and remain members of the New Zealand Institute of Marine and Power Engineers (Inc.) whilst they are employed by Freezing Companies.

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 build 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. (a) The rate of salary for workers coming within the scope of this agreement shall be \$4,021.16 per annum, such sum being inclusive of payments under Sections 19(4), 28 and 29 of the Factories Act, 1946, and its amendments for Saturdays, Sundays and statutory holidays (including Anniversary Day and 2nd of January or

Easter Tuesday as the case may be), and it also includes shift allowances other than those specifically provided for in sub-clause (b) below. The Schedule attached to this agreement sets out the calculation by which the hourly rate of \$1.40 per hour has been converted to an annual salary. This agreement and annual salary nevertheless applies to all shift engineers employed by members of the Union of Employers regardless of the shift system in use from time to time at any works.

- (b) In addition to the shift allowance already compounded in the salary rate of \$4,021 provided in sub-clause (a) above there shall be paid a premium shift allowance of 41 cents per shift for those shift engineers who commence their shift after 12 noon or before 6 a.m.
- (c) Any workers 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.
- (d) 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 \$4.10 per week extra whilst so employed.
- (e) The daily rate of pay for the purposes of sub-clause 6(c) hereunder 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

- 6. (a) 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 for the first three hours and double rate thereafter except where a shift engineer has completed an eight-hour shift or forty hours in a week
 - i) by 12 noon on a Saturday, or
 - ii) at any time on a Sunday, or
 - iii) on any statutory holiday

he shall be paid at double rates for any time worked in excess thereof on those days afore-said.

(b) All overtime shall be computed on a daily basis.

(c) When a sixth shift is worked to take the place of a man away sick, ordinary time shall be paid computed in accordance with the provisions of Clause 5, sub-clause (e) above.

(d) When a sixth shift is worked to suit the convenience of the employer, rate and a half shall be paid for the first three hours and double rate thereafter computed on a daily basis.

(e) When a seventh shift is worked to suit the convenience of the employer, double rates shall be paid for such shift computed on a daily basis.

(f) For the purposes of calculations under sub-clauses (a), (d), and (e) above, the hourly rate of pay shall be \$1.40 per hour.

(g) When Management decides a shift engineer is to be called back for duty after having completed his shift, and left his place of employment, he shall receive a minimum payment of two hours at the appropriate overtime rates of pay.

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 twenty-one days.

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 holidays as shall then have accrued.

The times at which such holiday is taken shall be at the discretion of the chief engineer.

Where any holiday provided in Section 26 of the Factories Act, 1946, Anniversary Day and 2nd of January or Easter Tuesday as the case may be, 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 the annual holiday shall be deemed to be increased by one day in respect of that holiday aforesaid.

Where Christmas Day, Boxing Day, New Year's Day, 2nd January, or Easter Tuesday as the case may be, Good Friday, Easter Monday, Labour Day, Queen's Birthday, Anzac Day, or Anniversary Day occur on any one of a shift engineer's rostered days off, he shall be granted an extra day off in lieu thereof.

SPECIAL HOLIDAYS FOR LONG SERVICE

9. An engineer shall be entitled to special holidays as follows:

- (i) One special holiday of two weeks after the completion of 20 years and before the completion of 30 years of continuous employment with the same employer.
- (ii) One special holiday of three weeks after the completion of 30 years and before the completion of 40 years of continuous employment with the same employer.
- (iii) One special holiday of five weeks after the completion of 40 years' continuous service with the same employer.

Should an engineer have completed 30 years of continuous service with the same employer prior to the date of this award he shall not be entitled to the special holiday provided in paragraph (i) of sub-clause (a) of this clause. Should a worker have completed 40 years of continuous service with the same employer prior to the date of this agreement he shall not be entitled to the special holiday provided in paragraph (i) or (ii) of sub-clause (a) of this clause.

All such special holidays provided for in sub-clause (a) of this clause shall be on ordinary pay as defined by the Annual Holidays Act, 1944, and may be taken in one or more periods and at such time or times as may be agreed by the employer and the engineer.

If an engineer having become entitled to a special holiday leaves his employment before such holiday has been taken, he shall be paid in lieu thereof.

No engineer shall during any period when he is on special holiday engage in any employment for hire or reward.

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

11. All shift engineers shall be supplied with two suits of overalls (white if procurable) once in each year and also protective clothing similar to that supplied to freezer chamber hands when they are required to enter and work in freezing chambers, such overalls and protective clothing to be replaced when necessitated by fair wear and tear.

Overalls are to be washed and serviced by the employer. One pair of boots or industrial shoes is to be supplied to each shift engineer, to be replaced when necessitated by fair wear and tear. Towels shall be supplied in accordance with the provisions of the Factories Act 1946 and its amendments.

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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 and 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.

TERM OF AGREEMENT

15. This agreement shall be deemed to have come into force on the 1st day of February 1970, and it shall continue in force until the 31st day of July 1971.

Signed on behalf of the New Zealand Institute of Marine & Power Engineers

J.O'REILLY
President

C.S. HARNETT
Secretary

On behalf of the N.Z. Freezing Companies Industrial Union of Employers

F. DAVIS-GOFF
President

J. MURRAY
Secretary

(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 17th day of March 1970.)

NEW ZEALAND SHIFT ENGINEERS

(FREEZING WORKS)

SCHEDULE TO AGREEMENT EFFECTIVE 1 FEBRUARY 1970

1. HOURLY RATE OF PAY (ordinary time) \$1.40

2. BASIS OF WEEKLY ROSTER:

Each of 4 men works 49 weeks on a rotating shift of 8 hours x 3 = 24 hours per day. The 3 remaining weeks of any year are annual paid holidays.

Hours Worked on Roster							Actual Hours	Ordinary Hour Equivalents
S.	M.	T.	W.	T.	F.	S.		
24							24	48
	24	24	24	24	16		112	112
					9		9	13½
					15		15	30
4 men on each of 5 shifts share							160	203½
Therefore each man is due							40	50⅞

3. NIGHT SHIFT ALLOWANCE

2 per day x 7 days per week equals 14 per week, shared by 4 men = 3½
night shift allowances per week per man.

4. BASIC PAY WHILST ON WEEKLY SHIFT AND EXCLUSIVE OF PAY FOR STATUTORY HOLIDAYS—

50⅞ ordinary hour equivalents	\$
(40 actual hours) @ \$1.40 per hour	71.23
3½ night shift allowances @ \$0.60 =	2.10
	<u>73.33</u>

5. EXTRA PAY FOR STATUTORY HOLIDAYS PER ANNUM

10 days = 80 hours @ \$1.40 . . . \$112.00

6. EXTRA PAY FOR WORK ON STATUTORY HOLIDAYS PER ANNUM

10 days x 3 shifts = 30 shifts shared by 4 men = 7½ shifts of 8 hours per man
per annum = 60 hours @ \$1.40 . . . \$84.00

7. CALCULATION OF ANNUAL SALARY

	\$
(a) 49 weeks on shiftwork as in 4 above @ \$73.33 =	3,593.17
(b) 10 days statutory holidays as in 5 above	112.00
(c) Extra pay for work on statutory holidays as in 6 above	84.00
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(An average of \$77.33 per week)	3,789.17
(d) Add 3 weeks annual paid holiday at the same rate of \$77.33 per week.	231.99
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	<u>\$4,021.15</u>