

TURNERS AND GROWERS LTD., AUCKLAND SHIFT ENGINEERS
(COOL STORES)-AGREEMENT UNDER THE LABOUR DISPUTES
INVESTIGATION ACT, 1913

This Industrial Agreement made in pursuance of the Labour Disputes Investigation Act 1913, this 3rd day of April 1970, between The New Zealand Institute of Marine and Power Engineers (Inc.) Auckland Branch, hereinafter referred to as the "Workers" of the one part and Messrs Turners & Growers Ltd., Auckland, 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 to 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

1. "Shift Engineers" shall be the branch of workers covered by this Agreement, but this Agreement shall not apply in any way to the Chief 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, who has a knowledge of theory and practice of refrigeration and of various types of prime mover - i.e. steam engines and boilers, electric motors, internal-combustion engines, and who during his shift is required to be in charge of such machinery.

DUTIES

3. The duties of a Shift Engineer shall be to operate the machinery during his shift and to effect such running 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 to erect new machinery in the establishment in which he is employed.

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 this emergency.

HOURS OF DUTY

4. Eighty hours shall constitute a fortnight's work and shall be arranged to suit the exigencies of the works.

TERMINATION OF EMPLOYMENT

5. One month's notice of termination of employment shall be given by either side.

SALARIES

6. (a) The rate of salary for workers coming within the scope of this agreement shall be \$4021 per annum, such sum being inclusive of payments under Sections 19(4), 28 and 29 of the Factories Act, 1946, and its amendments.

- (b) 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.
- (c) The weekly rate of pay shall be computed by dividing the annual salary by fifty-two into weekly amounts and the daily payments arrived at on the basis of five watches per week.

OVERTIME

- 7. (a) All time worked in excess of eight hours per watch instructed by the Chief Engineer to be paid for at rate and a half for the first three hours and double time thereafter. When a sixth shift is worked to suit the convenience of the employer, rate and a half shall be paid.
- (b) 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 6 Sub-Clause (c) above.
- (c) For the purpose of calculations under Sub-Clause (a) above the hourly rate of pay shall be \$1.40 per hour.

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 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 portion of his holiday as shall then have accrued. The time at which such holiday is taken shall be at the discretion of the Chief Engineer and if possible shall be given during the months of September, October and November.

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 that holiday aforesaid.

SPECIAL HOLIDAYS FOR LONG SERVICE

- 9. (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.

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

CLOTHING

10. All Shift Engineers shall be supplied with two suits of overalls (white if possible) once a year.

SETTLEMENT OF DISPUTES

11. In the event of a dispute arising upon any matter, whether referred to in this Agreement or not, affecting the engineers covered by this Agreement, the point of dispute shall be referred to a representative of the employers and a representative 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 come into force on the 6th day of April 1970, and shall continue in operation until the 31st day of July 1971, or shall be superseded by a fresh Agreement or terminated by one month's notice given by either party of their wish to do so.

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

J.F. O'REILLY President

C.S. HARNETT Secretary

Witness to signatures of New Zealand
Institute of Marine and Power Engineers
(Inc.) Auckland Branch:

Signed on behalf of
Messrs Turners & Growers Limited,
Auckland:

ROY F. TURNER Director

GORDON E. TURNER Engineer

Witness to signatures of
Turners & Growers Limited:

TURNERS AND GROWERS LTD., AUCKLAND, SHIFT ENGINEERS
(COOL STORES)—VARIATION OF AGREEMENT UNDER THE
LABOUR DISPUTES INVESTIGATION ACT 1913

The Industrial Agreement made in pursuance of the Labour Disputes Investigation Act 1913, on the third day of April 1970, between The New Zealand Institute of Marine and Power Engineers (Inc.) (hereinafter referred to as the "workers") of the one part, and Turners and Growers Ltd., Auckland (hereinafter referred to as the "employers") of the other part, is mutually agreed by and between the said parties to be amended this 20th day of April 1971, as follows:

SALARIES

6. (a) The rate of salary for workers coming within the scope of this agreement shall be \$4,635 per annum, such sum being inclusive of payments made under Sections 19 (4), 28 and 29 of the Factories Act, 1946.

OVERTIME

7. (b) For the purposes of calculations under sub-clause (a) above the hourly rate of pay shall be \$1.58 per hour.

TERM OF AGREEMENT

14. The new salaries and overtime rate are to come into force on 1 March 1971. Signed on behalf of The New Zealand Institute of Marine and Power Engineers (Inc.), Auckland Branch—

C. S. Harnet, Secretary.

Signed on behalf of Turners and Growers Ltd., Auckland—

R. F. Turner.

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 17th day of June 1971.