

**KEMPTHORNE PROSSER AND COMPANY LIMITED, ETC.,
FERTILISER INDUSTRY SHIFT ENGINEERS—AGREEMENT UNDER
LABOUR DISPUTES INVESTIGATION ACT 1913**

This Industrial Agreement made in pursuance of the Labour Disputes Investigation Act 1913, this 21st day of April 1972, between the New Zealand Institute of Marine and Power Engineers (Inc.) (hereinafter referred to as the "workers") of the one part and the Challenge Phosphate Co. Ltd., Dominion Fertiliser Co. Ltd., the Kempthorne Prosser and Co. Ltd., the Southland Co-operative Phosphate Co. Ltd. the East Coast Farmers Fertiliser Co. Ltd., Napier, the Bay of Plenty Co-operative Fertiliser Co. Ltd., the Kiwi Fertiliser Co. Ltd., the New Zealand Farmers Fertiliser Co. Ltd., the Northland 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 this 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 Engineers" shall be the branch of workers covered by this agreement.

INTERPRETATION

2. A shift engineer shall mean a worker who has served an apprenticeship of at least 5 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 company management 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 \$5,273.84 per annum except that senior shift engineers on appointment shall be paid an additional sum of \$146 per annum, such sums being inclusive of payments under sections 19 (4) and 28 and 29 of the Factories Act 1946. In the computation of the annual salary, a service payment of 3 cents per hour has been allowed for.

(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) In the event of an engineer being required to perform duties deemed to be higher than his normal duties, he shall be paid a minimum of \$3.65 per week extra whilst so employed.

(d) The daily rate of pay shall be computed by dividing the salary by 52 into weekly amounts and daily payments arrived at on the basis of five watches per week.

OVERTIME

6. (a) All overtime worked in excess of 8 hours per shift or in excess of 40 hours per week shall be paid for at rate and a half for the first 3 hours and double rate thereafter providing however that double the ordinary hourly rate shall be paid for overtime worked after noon on Saturday or on a Sunday or on any statutory holiday. Such time shall be computed on a daily basis.

(b) All shifts worked on Sundays in excess of 26 Sunday shifts per annum shall be paid for at the hourly rate extra as provided for in subclause (c) of this section.

(c) For the purpose of calculations under subclause (a) above the hourly rate of pay should be \$1.90 per hour. Except that the hourly rate for senior shift engineers shall be \$1.95 per hour.

(d) When a shift engineer is called back to duty after having completed his shift and left his place of employment, he shall receive a minimum payment of 2 hours at the appropriate overtime rate and shall be reimbursed for the reasonable cost of travel incurred for the call-back. Where the call-back occurs between the hours of 10 p.m. and 6 a.m. double the ordinary hourly rate shall be paid.

(e) If, when on shift work, after having completed his normal day's work, an engineer is required to continue working for more than 2 consecutive hours overtime, the employer shall either provide a suitable meal or allow meal money at the rate of 83 cents per meal, provided that such engineer cannot reasonably get home for a meal and return in the time usually allowed for a meal.

If when on daywork as defined in Clause 4 above, the employer shall either provide a suitable meal or allow meal money at the rate of 83 cents per meal when an engineer is called upon to work overtime after 6 p.m. or required to continue working after his meal in cases where work normally ceases before 5 p.m. on Sunday, Monday, Tuesday, Wednesday, Thursday, Friday or Saturday, or after 1 p.m. on Saturday or Sunday, unless such engineer can reasonably get home for a meal and return to his work in the time usually allowed for a meal, in which case the meal allowance need not be paid. Where an engineer incurs a surcharge on a meal on any Sunday or holiday, the employer shall refund such extra cost.

(f) Where an engineer is required to work on any of his rostered days off, he shall be paid at the appropriate overtime rate prescribed in subclause (a) of this clause for the first such day, and double the ordinary hourly rate for time worked on the second and subsequent such days.

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 15 working days.

The holiday shall be deemed to be accruing through each year of service, so that if after 6 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 holidays: Christmas Day, Boxing Day, New Year's Day, 2 January, Good Friday, Easter Monday, Labour Day, Queen's Birthday, Anzac Day, Anniversary Day, he shall be granted one day off for each day worked, to be given at a time convenient as mutually agreed upon, but not later than one year subsequent to the holiday worked.

Further, should any of the above holidays occur on any one of the engineer's rostered 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 above 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.

SPECIAL HOLIDAYS FOR LONG SERVICE

9. (a) A worker 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 service 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 service 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 a worker have completed 30 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) of subclause (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 subclause (a) of this clause.

(c) All such special holidays provided for in subclause (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 worker.

(d) If a worker having become entitled to a special holiday leaves his employment before such holiday has been taken he shall be paid in lieu thereof.

(e) The provisions of this clause shall not apply where an employer has in operation or brings into operation an alternative scheme for rewarding service, which is not less favourable to the worker than the foregoing.

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. Protective clothing and ear muffs will be provided where

necessary. Overalls to be replaced when necessitated by fair wear and tear. 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 to be supplied to each shift engineer, to be replaced when necessitated by fair wear and tear.

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 effect on 31 January 1972, and shall continue in force until 18 November 1972.

Signed on behalf of the New Zealand Institute of Marine and Power Engineers (Incorporated):

C. S. Harnett.

C. M. Sweetman, Witness.

Signed on behalf of the East Coast Farmers Fertiliser Co. Ltd:

F. C. Crotty.

G. Cooper, Witness.

Signed on behalf of the Bay of Plenty Co-operative Fertiliser Co. Ltd:

P. R. Steward.

R. M. Haar, Witness.

Signed on behalf of the New Zealand Farmers Fertiliser Co. Ltd. New Plymouth, Northland Fertiliser Co. Ltd. Whangarei, Kiwi Fertiliser Co. Ltd. Morrinsville, Challenge Phosphate Co. Ltd. Otahuhu:

W. E. Russell.

Jill Richards, Witness.

Signed on behalf of the Southland Co-operative Phosphate Co. Ltd:

G. Miller.

H. Duncan, Witness.

Signed on behalf of the Kempthorne Prosser and Co. Ltd:

D. J. Higgens.

L. J. Johns, Witness.

Signed on behalf of the Dominion Fertiliser Co. Ltd:

Paul M. Sawers.

M. Caskey, Witness.

(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 16th day of June 1972.)