

**TARANAKI AND WELLINGTON SHIFT ENGINEERS AND COOL
STORES – AGREEMENT UNDER THE LABOUR DISPUTES
INVESTIGATION ACT, 1913**

This agreement made in pursuance of the Labour Disputes Investigation Act, 1913, this 7th day of August 1973 between the Wellington Branch of the New Zealand Institute of Marine and Power Engineers (Inc.) (hereinafter called "the employees") of the one part, and the undermentioned companies (hereinafter called "the employers") namely:

The Co-operative Dairy Producers' Freezing Co. Ltd., Waterloo Quay, Wellington.

The Taranaki Producers' Freezing Works Co. Ltd. Moturoa, New Plymouth.

of the other part, witnesseth that it is hereby mutually agreed and declared between and by the employees and the employers above-mentioned:

1. That the terms, conditions, stipulations and provisions contained and set out in the Schedule hereto shall be deemed to be and are hereby declared to form part of the 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 observe 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 five years as a mechanical engineer in a work-shop where engines are built or repaired, 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 in no case shall such duties be permitted to interfere with his shift-keeping duties. In the event of a break-down 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 or 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.

SALARY

5. (a) The minimum rate of salary for workers coming within the scope of this agreement shall be \$5,522 per annum plus a sum of \$16.50 for each Sunday worked up to a maximum of twenty-six Sundays and thereafter in accordance with the provisions of clause 6 (e) hereof.

(b) Any engineer 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 daily rate of pay shall be computed on an hourly rate of \$2.07.2.

OVERTIME

6. (a) All work performed in excess of eight hours per day shall be paid for at the rate of time and one-half for the first three hours and double time thereafter, computed on the hourly rate in clause 5 subclause (c) hereof.

(b) All work performed after mid-day Saturday and on Sunday which is in excess of the weekly quota of 40 hours shall be paid for at double the hourly rate.

(c) When a sixth shift is worked to suit the convenience of the employer, rate and one-half of the hourly rate shall be paid for the first three hours and double hourly rate thereafter.

(d) When a seventh shift is worked to suit the convenience of the employer, double hourly rate shall be paid for such shifts computed on an hourly basis.

(e) All shifts worked on Sundays in excess of twenty-six Sunday shifts per annum shall be paid for at the rate of \$33.00 per shift.

(f) 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 two hours at the appropriate overtime rate.

(g) If, after having completed his normal day's work, an engineer is required to continue working for more than four consecutive hours overtime, the employer shall either provide a suitable meal, or allow meal money at the rate of 90 cents per meal, provided that such engineer cannot reasonably get home for a meal and return in the time usually allowed for a meal.

TERMINATION OF EMPLOYMENT

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

HOLIDAYS

8. (a) (i) Except as provided in subclauses (a) (ii) and (a) (iii) engineers covered by this agreement shall be entitled in each year to leave of absence on full pay for a period of 21 days.

(ii) Engineers engaged on a continuous shift roster of three shifts per day for 48 weeks of the year shall be entitled to an annual holiday of 28 days.

(iii) Engineers engaged on a continuous shift roster of three shifts per day for part of the year and then engaged on a two shift roster for a further part of the year where the total number of weeks worked on either the three or the two shift roster are not less than 34 weeks in the year, shall be entitled to an annual holiday of 26 days.

(b) The holidays shall be deemed to be accruing through each year of service so that 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 holiday as shall then have accrued.

(c) The above holidays shall be continuous except that no more than 21 days can be taken at any one time. It is not required that all of the holidays shall be taken during the summer months.

(d) Should an engineer be required to do shift work on any of the following holidays: Xmas Day, Boxing Day, New Year's Day, 2nd January (or day in lieu thereof), 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.

(e) Should any of the above holidays occur on any one of an 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.

(f) Where any holiday provided above occurs during the period of any annual holiday allowed to any shift engineer under this clause, the period of annual holiday shall be deemed to be increased by one day in respect to 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 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.

CLOTHING

10. Every engineer covered by this agreement shall be supplied free of cost by the employer two suits of overalls (white, if procurable) once in each year and also one pair of approved safety footwear per year.

ACCOMMODATION

11. Proper accommodation shall be supplied by the employer for the use of shift engineers, this to include private lavatory, hot and cold running water including shower, and suitable lockers of ample size.

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 such 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.

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 first day of the pay week commencing on or after 1 February 1973 and shall continue in force until the 31 January 1974.

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

D. J. Munroe, Secretary.

Witness to signature – M. L. Teague.

Signed on behalf of the Co-operative Dairy Producers' Freezing Co. Ltd.:

W. A. Maskill, General Manager.

Witness to signature – A. R. Wells.

Signed on behalf of the Taranaki Producers' Freezing Works Co. Ltd.:

K. W. Jackson, Chairman of Directors.

Witness to signature – D. M. Powell.