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**Taranaki and Wellington Shift Engineers in
Cool Stores – Voluntary Agreement**

Dated 22/5/75

NOTE: See clause 16 herein for the date on which rates of wages come into force

Form 5

UNDER THE INDUSTRIAL RELATIONS ACT 1973

In the matter of the Industrial Relations Act 1973 and in the matter of the Taranaki and Wellington Shift Engineers in Cool Stores Dispute of Interest between the New Zealand Institute of Marine and Power Engineers (Inc) Applicants and the Co-operative Dairy Producers Freezing-Co. Ltd. and the Taranaki Producers' Freezing Works Co. Ltd. Respondents.

To the Registrar of the Industrial Commission Wellington

We hereby submit to you a signed copy of the terms of voluntary settlement of the abovementioned dispute of interest arrived at by the parties pursuant to section 141 of the Industrial Relations Act 1973, for filing by the Industrial Commission.

Dated at Wellington this 22nd day of May 1975.

D. J. Munro Duly Authorised Agent.

W. R. Grills, Duly Authorised Agent.

TARANAKI AND WELLINGTON SHIFT ENGINEERS IN COOL STORES VOLUNTARY AGREEMENT

This voluntary agreement made on the 20th day of March 1975 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 abovementioned:

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 stipulation 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

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

BRANCH OF WORK COVERED

1. "Shift Engineers" shall be the branch of workers covered by this agreement.

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 \$7003.15 p.a.

(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 \$2.68.

(d) Where a worker does work requiring him to be the holder of a pressure welding certificate, he shall be paid an allowance of \$1.00 per day, or part thereof whilst engaged on such work.

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 within the weekly quota of 40 hours, shall be paid at ordinary rates in addition to the weekly wage.

(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 three 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 \$1.10 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) Annual Holidays shall be granted in accordance with the Annual Holidays Act 1944 and its amendments.

(b) In addition to the annual holidays provided in subclause (a) of this clause, shift workers regularly and continuously employed on afternoon or night shifts or three rotating shifts shall be allowed one extra week's holiday upon

completion of the year's service as a shift worker provided that this fourth week's holiday is not taken between the months of November and March inclusive; the extra week may be allowed either in conjunction with or separately from the holidays provided in subclause (a) of this clause as the employer may decide. Any worker who is regularly and continuously employed for over one month but less than 12 months on afternoon or night shifts or on a three rotating shift shall be allowed a corresponding proportion of the extra week's holiday.

(c) Should an engineer be required to do shift work on any of the following holidays: Christmas Day, Boxing Day, New Year's Day, 2nd January (or day in lieu thereof), New Zealand day, Good Friday, Easter Monday, Labour Day, Queens 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.

(d) 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.

(e) 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 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 15 years and before the completion of 25 years of continuous service with the same employer;
- (ii) One special holiday three weeks after the completion of 25 years and before the completion of 35 years of continuous service with the same employer;
- (iii) One special holiday of four weeks after the completion of 35 years and before the completion of 40 years of continuous service with the same employer;
- (iv) One special holiday of five weeks after the completion of 40 years' continuous service with the same employer.

Where a worker has become entitled to or taken a special holiday of two weeks in lieu of having completed 20 years' continuous service, the holidays shall be deemed to be taken in lieu of having completed 15 continuous years with the same employer. Where a worker has become entitled to or has taken a holiday of three weeks in lieu of having completed 30 years' continuous service, the holiday shall be deemed to be taken in lieu of having completed 25 years' continuous service with the same employer.

(b) Should a worker have completed 25 years' continuous service with the same employer prior to 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 35 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 paragraphs (i) and (ii) 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), (ii) or (iii) 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, including any bonus or gratuity or superannuation scheme.

(f) For the purpose of this clause continuous service with the same employer shall not be deemed to be broken by reason of the sale or transfer of a business to a new employer who continues to employ such workers.

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.

DISPUTES

12. For the purposes of this voluntary agreement Section 116 of the Industrial Relations Act 1973 will apply.

PERSONAL GRIEVANCE

13. For the purposes of this voluntary agreement Section 117 of the Industrial Relations Act 1973 will apply.

UNQUALIFIED PREFERENCE

14. (a) Any adult person engaged or employed in any position or employment subject to this agreement by any employer bound by this agreement shall, if he is not already a member of a union of workers bound by this agreement become a member of such union within 14 days, after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this agreement so long as he continues in any position or employment subject to this agreement.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this agreement.

(d) Every employer bound by this agreement commits a breach of this agreement if he continues to employ any worker to whom subclauses (a) and (b) apply after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person of any age who for the time being is in receipt of not less than the minimum rate of wages payable to a person of the age of 18 years or upwards.

(NOTE: Attention is drawn to section 104 of the Industrial Relations Act 1973 which gives to workers the right to join the union.)

CARRYING OUT OF AGREEMENT

15. 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

16. The wages operative date shall be deemed to be 1 July 1974. Conditions operative date shall be deemed to be the date of filing, by the Industrial Commission.

This voluntary agreement shall continue in force until 31 October 1975.

MEMORANDUM

The parties to this voluntary agreement agree that claims for a new agreement shall be lodged with the employers not less than three months before the expiry of this agreement and that counter proposals shall be lodged with the Institute not less than two months before the expiry date of this agreement. Negotiations for a new agreement shall commence not later than one month before the expiry date of the agreement. These provisions for further negotiations shall not be altered without the mutual agreement of the parties.

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

D. J. Munro, Secretary.

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.

MEMORANDUM

This voluntary agreement has been filed by the Registrar in accordance with Section 141 of the Industrial Relations Act 1973.

The associated application pursuant to Regulation 7 of the Wage Adjustment Regulations 1974 is approved.

The rates of remuneration prescribed by this agreement are to be increased by the application of the 4 percent cost of living order that was effective from 15 January 1975 pursuant to the Wage Adjustment Regulations. This increase is excluded from such portion of the weekly remuneration of the workers affected as exceeds \$75.

Having regard to prevailing circumstances the Commission has, pursuant to Regulation 7 of the Wage Adjustment Regulations 1974 and section 92(2) of the Industrial Relations Act 1973, consented to the specified period for which this agreement is to continue in force being less than one year from the date of making.

Dated this 20th day of June 1975.

(L.S.)

G. O. Whatnall, President.