

Please post in a Conspicuous Place accessible to Workers

**Turners and Growers Ltd., Auckland, Shift
Engineers (Cool Stores) Voluntary Agreement**

Dated 7/2/75

NOTE: See clause 14 herein for the date on which rates of wages come into force

Form 5

Under the Industrial Relations Act 1973

SUBMISSION OF VOLUNTARY SETTLEMENT FOR REGISTRATION

In the matter of the Industrial Relations Act 1973; and in the matter of Turners and Growers Shift Engineers' dispute of interest between the New Zealand Institute of Marine and Power Engineers and Turners and Growers Ltd.

To the Registrar of the Industrial Commission:

We hereby submit to you a signed copy of the terms of voluntary settlement of the above-mentioned dispute of interest arrived at by the parties pursuant to section 141 of the Industrial Relations Act 1973.

Dated at Auckland this 7th day of February 1975.

Signature of Parties:

C. S. Harnett, for the New Zealand Institute of Marine and Power Engineers.
J. P. Turner, for Turners and Growers Ltd.

TURNERS AND GROWERS LTD., AUCKLAND, SHIFT ENGINEERS (COOL STORES) – VOLUNTARY SETTLEMENT OF DISPUTE OF INTEREST 1974

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 \$7,000 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 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 subclause (c) above.

(c) For the purpose of calculations under subclause (a) above the hourly rate of pay shall be \$2.52 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.

A further 7 days annual holiday shall be allowed at a time to be mutually arranged.

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 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 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 1st day of July 1974 and shall continue in force until the 26th day of August 1975.

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

C. S. Harnett.

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

J. P. Turner.

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 attention of the parties is drawn to Part VII of the Industrial Relations Act 1973 as to disputes of right; clause 11 of this agreement must be read in the light of the statutory code.

The rates of remuneration prescribed by this voluntary 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.

(L.S.)

G. O. Whatnall, President.

A. R. SHEARER, GOVERNMENT PRINTER, WELLINGTON, NEW ZEALAND—1975