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Taranaki and Wellington Shift Engineers in Cool Stores—Voluntary Agreement

Dated 24/6/77

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

TARANAKI AND WELLINGTON SHIFT ENGINEERS IN COOL STORES – VOLUNTARY AGREEMENT

This voluntary agreement made on the 18th day of May 1977 between 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 Company 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, 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 approved apprenticeship 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 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:

1st February – 13th March 1977
\$8,706.50 per annum

14th March thereafter
\$9,228.89 per annum

(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 on an hourly rate of:

1st February – 13th March 1977
\$3.289

14th March thereafter
\$3.487

(d) Where a worker does work requiring him to be the holder of a pressure welding certificate, he shall be paid an allowance of \$2.00 per day, or part thereof whilst engaged on such work.

(e) After five years' continuous and satisfactory employment with the same employer a seniority allowance of \$181.43 per annum shall be paid.

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 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) 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 over time 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 \$1.50 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.

ANNUAL 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), Waitangi Day, Good Friday, Easter Monday, Labour Day, Queens Birthday, Anzac Day, Anniversary Day, he shall be granted one day

off work 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.

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 of 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 holiday 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 sub-clause (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) 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 shall apply.

PERSONAL GRIEVANCE

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

PREFERENCE

14. Preference of employment may be given to members of the New Zealand Institute of Marine and Power Engineers (Inc.) under the terms of the Industrial Relations Act 1973 and its amendments.

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 term of this agreement shall come into force on 1 February 1977 and continue in force until 31 January 1978.

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

D.J. Munro, Secretary.

E.V. Watson, Witness to Signature.

Signed on behalf of the Co-operative Dairy Producers Freezing Co Ltd and the Taranaki Producers Freezing Co Ltd.—

C. E. D. Barnes.

B.D. Ryan, Witness to Signature.

MEMORANDUM

Associated with the terms of settlement submitted for filing was an application pursuant to Regulation 7 of the Wage Adjustment Regulations 1974 (Reprint 1976/198). This application has been sustained.

The Commission notes that Clause 14 purports to continue a preference provision but draws the attention of the parties to the Industrial Relations Amendment No. 2 Act 1976 inserting a new Section 141A.

The provisions of this voluntary agreement so far as those provisions determine the rates of remuneration of workers governed by this voluntary agreement shall be increased to the extent and in the manner prescribed by the order of the Wage Hearing Tribunal made under the Wage Adjustment Regulations 1974 (Reprint 1976/198) dated the 1st day of March 1977.

Explanatory Note—The order of the Wage Hearing Tribunal of 1 March 1977 which took effect on 14 March 1977 provided:

- “1. That the provisions of all awards and collective agreements for the time being in force in New Zealand shall so far as those provisions determine the rates of remuneration of workers be amended by increasing all rates of remuneration so determined by six per cent.
2. That for the purposes of this order the words ‘for the time being in force’ used in clause 1 hereof in relation to awards and collective agreements shall mean those provisions that are in force on the date on which this order take effect.
3. That this order shall operate and take effect on the 14th day of March 1977.”

Regulation 3 of Part I of the Wage Adjustment Regulations 1974 (Reprint 1976/198) shall have effect according to its tenor in addition to the remuneration governed by this agreement.

The document is passed to the Registrar for filing in accordance with Section 141 of the Act.

Dated at Wellington this 24th day of June 1977.

(L.S.)

G.O. Whatnall, President.