

NEW ZEALAND **SHIFT ENGINEERS (FREEZING WORKS)**.—AGREEMENT UNDER
LABOUR DISPUTES INVESTIGATION ACT, 1913.

In the Court of Arbitration of New Zealand.—In the matter of the Economic Stabilization Regulations 1950; and in the matter of the agreement made on the 22nd day of February, 1951, between the New Zealand Institute of Marine and Power Engineers, (Inc.), and the New Zealand Freezing Companies' Industrial Union of Employers.

WHEREAS by the Economic Stabilization Regulations 1950 it is provided that no agreement made in pursuance of the Labour Disputes Investigation Act, 1913, shall come into force until it is filed under section 8 of the said Act: And whereas it is provided further that no such agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the agreement made on the 22nd day of February, 1951, between the New Zealand Institute of Marine and Power Engineers, (Inc.), of the one part, and the New Zealand Freezing Companies' Industrial Union of Employers, of the other part: Now, therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said agreement for the purposes of the said regulations.

Dated this 30th day of April, 1951.

[L.S.]

A. TYNDALL, Judge.

NEW ZEALAND **SHIFT ENGINEERS (FREEZING WORKS)**.—AGREEMENT UNDER
LABOUR DISPUTES INVESTIGATION ACT, 1913

THIS industrial agreement made in pursuance of the Labour Disputes Investigation Act, 1913, this 22nd day of February 1951, between the New Zealand Institute of Marine and Power Engineers, (Inc.), (hereinafter referred to as "the workers"), of the one part, and the New Zealand Freezing Companies' Industrial Union of Employers (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 the 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 engineer" shall be the branch of workers covered by this agreement.

The provisions of this agreement shall not apply to any worker employed in the capacity of second 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, 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 chief engineer 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. The rate of salary for workers coming within the scope of this agreement shall be £678 per annum retrospectively to December 1st, 1950, such sum being inclusive of payments under sections 19 (4), 28 and 29 of the Factories Act, 1946.

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.

In the event of any engineer being required to perform duties deemed to be higher than his normal duties for a consecutive period of not less than three weeks, he shall be paid a minimum of £1 per week extra whilst so employed.

The daily rate of pay shall be computed by dividing the annual salary by fifty-two into weekly amounts, and daily payments arrived at on the basis of five watches per week.

Overtime

6. All time worked in excess of eight hours per shift or in excess of forty hours per week shall be paid for at rate and a half. All shifts worked on Sundays in excess of twenty-six Sunday shifts per annum shall be paid for at double the daily rate. When a sixth shift is worked to suit the convenience of the employer, rate and a half shall be paid. When a sixth shift is worked to take the place of a man away sick ordinary time shall be paid.

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 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 proportion of his holidays as shall then have accrued.

The times 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, or November, or at such other time as can be arranged.

Accommodation

9. 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

10. All shift engineers shall be supplied with two suits of overalls (white if procurable) once in each year, and also ample protective clothing when men are compelled to enter and work in freezing chambers. Where laundry facilities are available on the works, overalls to be washed and serviced by the employer. One pair of boots to be supplied annually where required.

Settlement of Disputes

11. 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

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.

Increase in Rates of Remuneration

14. The general order dated 10th day of June, 1950 and made under the Economic Stabilization Regulations 1950, shall be deemed to be incorporated in this agreement and shall have effect according to its tenor.

Term of Agreement

15. This agreement in so far as it relates to salary shall be deemed to have come into operation on the 1st day of December, 1950, and so far as all the other conditions of this agreement are concerned it shall come into force on the day of the date hereof; and this agreement shall continue in force until the 31st day of January, 1952.

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

ALEX G. WILSON, President.
W. SOMMERVILLE, Secretary.

Witness to signatures—J. Boeson.

Signed on behalf of the New Zealand Freezing Companies' Industrial Union of Employers—

[L.S.]

F. G. KNIGHT, President.
J. B. WALTON, Secretary.

Witness to signatures—C. G. CAMP.

(NOTE.—This agreement made under the Labour Disputes Investigation Act, 1913, was filed with the Clerk of Awards at Wellington, pursuant to section 8 (1) of the said Act on the 1st May, 1951.)