

NELSON FREEZING WORKS SHIFT ENGINEERS—INDUSTRIAL AGREEMENT

[Filed in the Office of the Clerk of Awards, Nelson]

Under the Industrial Conciliation and Arbitration Act 1954—In the matter of an industrial agreement between the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers, Wellington; and the Nelson Freezing Co. Ltd., Nelson.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 12th day of March 1958, between the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers, Wellington, (hereinafter called “the union”), of the one part, and the Nelson Freezing Co. Ltd., Nelson, (hereinafter called “the employer”), of the other part, whereby it is mutually agreed by and between the parties hereto as follows, that is to say:

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.

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 or who, during his shift, is required to be in charge of machinery.

Duties

3. (a) 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 not so as to interfere with his watch-keeping duties. Provided however that the watch keeping duties of the shift engineers on night shifts at Nelson shall be deemed to include such other work as has been customarily performed by shift engineers at that works.

(b) In the event of a breakdown in the machinery which would interfere with the running of the works, the engineer in charge 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. (a) The rate of salary for workers coming within the scope of this agreement shall be £965 per annum, such sum being inclusive of all payments under the Factories Act 1946 and its amendments.

(b) An engineer who is appointed to the position of second engineer shall be paid not less than £26 per annum additional.

(c) 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.

(d) The daily rate of pay for the purposes of sub-clause 6 (c) hereunder 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. (a) 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 for the first three hours and double rate thereafter computed on a daily basis. All shifts worked on Sundays

in excess of twenty-six Sunday shifts per annum shall be paid for at double the hourly rate. When a sixth shift is worked to suit the convenience of the employer rate and a half shall be paid for the first three hours and double rate thereafter computed on a daily basis.

(b) For the purposes of calculations under sub-clause (a) above the hourly rate of pay shall be 7s. 3d. per hour.

(c) 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 5 sub-clause (d) above.

Termination of Employment

7. One months notice of termination of employment shall be given by either side.

Holidays

8. (a) 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.

(b) 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.

(c) 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 or November or at such other time as can be arranged.

(d) Where any holiday provided in section 26 of the Factories Act 1946 and its amendments 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 the annual holiday shall be deemed to be increased by one day in respect of that holiday aforesaid.

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 protective clothing similar to that supplied to freezing chamber hands when they are required to enter and work in freezing chambers. Where laundry facilities are available on the works overalls are to be washed and serviced by the employer. One pair of boots is to be supplied to each shift engineer to be replaced when necessitated by fair wear and tear.

Disputes

11. 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.

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 employer 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.

Workers to be Members of Union

13. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, it shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of the industrial union of workers bound by this agreement.

(b) For the purposes of sub-clause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this agreement for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(c) Every person who, being obliged to become a member of the union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union, commits a breach of this agreement, and shall be liable accordingly.

(NOTE—Attention is drawn to section 174 (3) of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

Increase in Rates of Remuneration

14. The rates of remuneration determined by this agreement shall be increased to the extent and in the manner prescribed by the general order of the Court of Arbitration made under the Economic Stabilisation Regulations 1953, and dated the 26th day of October 1956.

Scope of Agreement

15. This agreement shall apply only to the parties hereto.

Term of Agreement

16. This agreement shall come into force as from midnight, 1 April 1958, and it shall continue in force until 31 March 1959.

In witness whereof the parties have executed these presents:

The common seal of the Nelson Freezing Co. Ltd., Nelson was hereto affixed in the presence of—

[L.S.]

G. MANSON, Director.
L. N. HEATH, Secretary.

The common seal of the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers was hereto affixed in the presence of—

[L.S.]

J. NEALE, Secretary.