

NELSON CITY COUNCIL **SHIFT ENGINEERS.**—AWARD

In the Court of Arbitration of New Zealand, Nelson Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the New Zealand Engineering, Coachbuilding, Aircraft, and Related Trades' Industrial Union of Workers (hereinafter called "the union") and the undermentioned Council (hereinafter called "the employers") :—

Nelson City Council, Nelson.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do observe, and perform every matter and thing by this award.

and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided and shall continue in force until the 10th day of December, 1948, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 10th day of December, 1947.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

##### *Application of Award*

1. Shift engineers shall be the class of workers covered by this award.

##### *Interpretation*

2. For the purposes of this award a shift engineer shall mean a worker who has served an 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 the machinery.

##### *Hours of Work*

3. (a) The ordinary hours of work for all workers coming within the scope of this award shall not exceed forty per week.

(b) Workers employed on shift-work may be required to work seven shifts in any week provided that the total number of shifts to be worked in each consecutive three-weekly period shall not exceed fifteen. All rosters shall be subject to the approval of the electrical engineer to the supply authority or to the chief station engineer, as the case may be.

Shifts shall revolve weekly or fortnightly, according to arrangement.

*Duties*

4. 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.

*Wages*

5. (a) The minimum rates of wages payable to workers under this award shall be:—

				Per Week.		
				£	s.	d.
Second engineer	..	..	..	8	17	3
Third engineer	..	..	..	8	17	3
Fourth engineer	..	..	..	8	13	9
Others	..	..	..	8	8	6

(b) During the absence of the station engineer on annual or sick-leave, the first engineer shall be paid £1 per week extra whilst taking over the responsibilities of the station engineer.

*Overtime*

6. (a) In the event of a breakdown in the machinery which would interfere with the running of the works, the chief station engineer may recall any shift engineer to work in order to effect repairs or meet the emergency.

(b) All time worked in excess of the hours prescribed in clause 3 hereof shall be regarded as overtime and paid for at the rate of time and a half for the first three hours and double time thereafter.

*Annual Leave*

7. (a) All workers shall be allowed fifteen working-days' holiday on full pay on completion of each year's service, such leave to commence from the expiration of the period during which the worker may at the time of taking such leave be entitled to be off work.

(b) In the event of an engineer leaving his situation before the completion of a year's service, he shall receive pay for holidays on a *pro rata* basis.

(c) Twenty-eight days' notice shall be given to workers when they are required to take their holidays.

*General Conditions and Conveniences*

8. (a) A modern first-aid emergency case, fully equipped, shall be kept in a convenient place in or near the station.

(b) All shift engineers shall be supplied with not more than one white boiler-suit each year.

(c) Individual lockers shall be provided for engineers wherein they may hang their clothes.

(d) The existing practice in respect of conveniences shall be continued.

#### *Changing Shifts*

9. Workers shall be allowed to change shifts with one another with the permission of the electrical engineer or the chief station engineer in charge: Provided, however, that no overtime shall be payable in the case of a worker working longer than the prescribed number of hours in order to effect a change of shift.

#### *Termination of Employment*

10. Except with the consent of the employer, no shift engineer shall terminate his engagement otherwise than by giving his employer fourteen days' notice in writing of his intention to do so. The employer may terminate the engagement of any shift engineer in like manner and by like notice, save in the case of a worker guilty of misconduct, who may be dismissed summarily.

#### *Matters not provided for*

11. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any difference or dispute shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Inspector of Factories for the district. Either side shall have the right to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

#### *Sick-leave*

12. In the case of sickness or accident in respect of which payment is not due under the Workers' Compensation Act, the worker shall be entitled to sick-leave on full pay for five

working-days in any year: Provided, however, that if sick-leave is not claimed and paid for in any year it may be allowed to accumulate, but in no such case shall the worker be entitled to more than fifteen days' accumulated sick-leave. The employer may require the worker to produce a medical certificate before making payment in respect of sick-leave, and when such certificate is required the cost thereof shall be borne by the employer.

*Workers to be Members of Union*

13. (a) Subject to the provisions of subsection (5) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, it shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award.

(b) For the purposes of subclause (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 award 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 any 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 award, and shall be liable accordingly.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

*Under-rate Workers*

14. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

#### *Scope of Award*

15. This award shall apply to the parties named herein.

#### *Term of Award*

16. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of October, 1947, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 10th day of December, 1948.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 10th day of December, 1947.

[L.S.]

A. TYNDALL, Judge.

#### MEMORANDUM

The award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

Wages have been made payable retrospectively, in accordance with the agreement of the parties.

The rates of remuneration prescribed in the award are *not* to be increased by the application of the provisions of the Court's general orders of 9th August, 1940, and 31st March, 1942.

A. TYNDALL, Judge.