

**NELSON FREEZING-WORKS 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 company (hereinafter called "the employers") :—

Nelson Freezing Co., Ltd., 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 1st day of April, 1949, 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 12th day of May, 1948.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

##### *Branch of Work covered*

1. "Shift engineer" shall be the branch of workers covered by this award.

##### *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 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.

(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 award shall be £564 per annum, such sum being inclusive of all payments under the Factories Act, 1946.

(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 award 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 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.

(b) All shifts worked on Sundays in excess of twenty-six Sunday shifts per annum shall be paid for at double the daily rate.

(c) 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. (a) Every engineer covered by this award 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.

### *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.

### *Disputes*

11. This award 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 award.

### *Settlement of Disputes*

12. In the event of a dispute arising upon any matter, whether referred to in this award or not, affecting engineers covered by this award, 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.

### *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.)

#### *Scope of Award*

14. This award shall apply only to the parties hereto.

#### *Term of Award*

15. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of April, 1948, 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 1st day of April, 1949.

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 12th day of May, 1948.

[L.S.]

A. TYNDALL, Judge.

#### MEMORANDUM

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

The rates of remuneration prescribed in this 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.