

NELSON FREEZING-WORKS **SHIFT ENGINEERS**—INDUSTRIAL AGREEMENT

In the Court of Arbitration of New Zealand, Nelson Industrial District.—In the matter of the Economic Stabilization Regulations 1950; and in the matter of an industrial agreement made on the 3rd day of January 1952, between the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers, Christchurch, and the Nelson Freezing Co., Ltd., Nelson.

WHEREAS by the Economic Stabilization Regulations 1950 it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided further that no such industrial 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 industrial agreement made on the 3rd day of January 1952, between the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers, Christchurch, of the one part, and the Nelson Freezing Co., Ltd., Nelson, 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 industrial agreement for the purposes of the said regulations.

Dated this 13th day of February 1952.

[L.S.]

A. TYNDALL, Judge.

#### NELSON FREEZING-WORKS SHIFT ENGINEERS' INDUSTRIAL AGREEMENT

Under the Industrial Conciliation and Arbitration Act, 1925, and its amendments.—In the matter of an Industrial Agreement between the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers, Christchurch, and the Nelson Freezing Co., Ltd., Nelson.

This industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 3rd day of January, 1952, between the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers, Christchurch, (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 be 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

##### *Clause 1: Branch of Work Covered*

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

##### *Clause 2: Interpretation*

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.

##### *Clause 3: Duties*

(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.

*Clause 4: Hours of Work*

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.

*Clause 5: Salaries*

(a) The rate of salary for workers coming within the scope of this agreement shall be £678 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 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 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.

*Clause 6: Overtime*

(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.

*Clause 7: Termination of Employment*

One month's notice of termination of employment shall be given by either side.

*Clause 8: Holidays*

(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.

*Clause 9: Accommodation*

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.

*Clause 10: Clothing*

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.

*Clause 11: Disputes*

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.

*Clause 12: Settlement of Disputes*

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.

*Clause 13: Workers to be Members of Union*

(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 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 an industrial union of workers bound by this agreement.

(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 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 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 agreement, 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.)

*Clause 14: Scope of Agreement*

This agreement shall apply only to the parties hereto.

*Clause 15: Term of Agreement*

This agreement in so far as it relates to wages, shall be deemed to have come into force as from midnight Saturday, 17th November, 1951, and so far as all the other conditions of this agreement are concerned it shall come into force on the day of 19th November, 1951, and shall continue in force for 12 months.

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. BROWN, Manager.  
L. N. HEATH, Secretary.

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

[L.S.]

F. N. HARMAN.  
R. JONES, Secretary.