

NELSON CITY COUNCIL **SHIFT ENGINEERS**—INDUSTRIAL AGREEMENT

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

THIS Industrial Agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1925 and its amendments this 25th day of March one thousand nine hundred and fifty-three between the New Zealand Engineering Coachbuilding, Aircraft, and Related Trades' Industrial Union of Workers (hereinafter referred to as "the union") of the one part and the Mayor Councillors and Citizens of the City of Nelson (hereinafter referred to as "the employer") of the other part witnesseth that it is hereby mutually agreed by and between the said parties 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. That the said parties 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.

THE SCHEDULE

Application of Agreement

1. Shift engineers employed at the Nelson City Council's electric power station shall be the class of workers covered by this agreement.

Interpretation

2. For the purposes of this agreement 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 agreement shall not exceed forty per week and not more than eight hours in any one day.

(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.

(c) If a shift engineer is called upon to carry out "day work" he shall be covered by this agreement and his hours of duty shall be forty per week. While on "day work" he shall receive his usual wage as a shift engineer but shall not be deemed to be a shift engineer.

Duties

4. The duties of a shift engineer shall be to operate the machinery and switch gear 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 to erect new machinery and equipment.

Wages

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

	Per Week.		
	£	s.	d.
All shift engineers with more than twelve months service in power station	11	18	5
All other shift engineers	11	6	11

(b) During the absence of the station engineer on annual or sick-leave the senior shift engineer shall be paid £1 per week extra whilst taking over the responsibilities of the station engineer during the ordinary period of his shift work.

(c) In addition to the wages payable under paragraph (a) of this clause shift engineers shall be paid the sum of three shillings and sixpence (3s. 6d.) in respect of every shift worked if any part of such shift is outside the hours between 6. 30 a.m. and 6. 30 p.m.

6. This agreement shall be deemed to have given affect to the pronouncement made by the Court of Arbitration on the 12th day of July 1952.

Overtime

7. (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.

Holidays

8. (a) The following holidays shall be allowed and paid for: Christmas Day, Boxing Day, New Year's Day, 2nd January, Good Friday, Easter Monday, Labour Day, the Birthday of the Reigning Sovereign, and Anniversary Day or other day to be mutually agreed upon in lieu thereof.

(b) Any work done on any of the holidays mentioned in subclause (a) hereof shall be paid for at double time in addition to the ordinary weekly wage.

(c) Every worker required to work on any Saturday between midday and midnight shall be paid for at the rate of time and a half.

(d) Every worker required to work on any Sunday shall be paid at double the ordinary rate of pay.

Annual Leave

9. (a) All workers shall be allowed twenty-one consecutive 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 day's notice shall be given to workers when they are required to take their holidays.

General Conditions and Conveniences

10. (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 at least one suit of overalls each year and such additional suit or suits as the electrical engineer may consider necessary.

(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

11. 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

12. 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

13. The essence of this agreement being that the work of the employer shall not on any account whatsoever be impeded but shall proceed as if no dispute had arisen, it is provided that if any difference or dispute shall arise between the parties bound by this agreement or any of them, as to any matter

whatsoever arising out of or connected therewith and not dealt with in this agreement, 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

14. 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

15. (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.)

Under-rate Workers

16. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement 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 Agreement

17. This agreement shall apply to the parties named herein.

Term of Agreement

18. This agreement, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of September 1952 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 March 1954.

The common seal of the Mayor Councillors and Citizens of the City of Nelson was affixed hereto in the presence of—

[L.S.]

J. A. HARLEY, Mayor.
F. MITCHELL, Town Clerk.

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

[L.S.]

J. NEALE, Secretary.