

NEW ZEALAND

## DEPARTMENT OF LABOUR

**AWARDS, AGREEMENTS, ORDERS,  
AND DECISIONS**

MADE UNDER THE

Industrial Conciliation and Arbitration Act, the Apprentices  
Act, the Labour Disputes Investigation Act, and  
Other Industrial Legislation

**NELSON FREEZING WORKS 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 1954, this 12th day of January 1961 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 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 and who during his shift, is required to be in charge of engine-room and boiler-house machinery and auxiliaries.

### *Duties*

3. (a) The duties of a shift engineer shall be to operate the specified machinery during his shift and to effect such repairs as may be reasonably necessary for the safety of such machinery running. He may also be called upon to do overhauls and repair work and also erect new machinery in the establishment in which he is employed but not so as to interfere with his watchkeeping duties. Provided however that the watchkeeping 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 chief engineer 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 £1,200 per annum such sum being inclusive of payments under sections 19 (4), 28 and 29 of the Factories Act 1946 and its amendments.

(b) 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.

(c) In the event of any engineer being required to perform duties deemed to be higher than his normal duties for a consecutive period of not less than three weeks, he shall be paid a minimum of £1 5s. per week extra whilst so employed.

(d) The daily rate of pay for the purposes of sub-clause 6 (c) hereunder shall be computed by dividing the annual salary by 52 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 40 hours per week shall be paid for at rate and a half for the first three hours and double rate thereafter. Such time shall be computed on a daily basis. All shifts worked on Sundays in excess of 26 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 employers, 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 9s. 0½d. 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 month's notice of termination of employment shall be given by either side.

### *Holidays*

8. 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.

The holiday shall be deemed to be accruing through each year of service, so that if after six month's 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 proportion of his holidays as shall then have accrued.

The times at which such holiday is taken shall be at the discretion of the chief engineer, and if possible shall be given during the months, September, October or November, or at such other time as can be arranged.

Where any holiday provided in section 26 of the Factories Act 1946 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 freezer chamber hands when they are required to enter and work in freezing chambers, such overalls and protective clothing to be replaced when necessitated by fair wear and tear. 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. Towels shall be supplied in accordance with the provisions of the Factories Act 1946, and its amendments.

### *Settlement of Disputes*

11. 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.

### *Workers to be Members of Union*

12. (a) Subject to the provisions of section 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 18 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 21 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.)

#### *Carrying Out of Agreement*

13. 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.

#### *Term of Agreement*

14. This agreement in so far as the provisions relating to the rates of wages to be paid are concerned shall be deemed to come into force on the first day of the working week in each establishment commencing on or after the 1st day of March 1960 and so far as all the other conditions of the 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 December 1961.

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

[L.S.]

S. R. DRUMMOND, Director.  
C. C. CHALLIES, Director.  
F. J. GRIBBLE, 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.