

CANTERBURY **ENGINEERS' DRAUGHTSMEN.**—AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Christchurch Branch of the Amalgamated Engineering and Allied Trades Industrial Union of Workers (hereinafter called “the union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”):—

Andersons Ltd., Lichfield Street, Christchurch.

Andersons Ltd., Lyttelton.

Ashburton Electric-power Board, Ashburton.

Ashburton Borough Council, Ashburton.

Booth, MacDonald, and Co., Ltd., Carlyle Street, Christchurch.

Christchurch City Council, Christchurch.

Christchurch Tramway Board, Christchurch.

Canterbury Engineering Co., 68 Kilmore Street, Christchurch.

Christchurch Gas Co., Ltd., Christchurch.

Duncan, P. and D., Ltd., 196 Tuam Street, Christchurch.

Graham, P., and Sons, Ltd., St. Asaph Street, Christchurch.

Mercer, J., and Sons, Ltd., 54 Oxford Terrace, Christchurch.  
 Municipal Electricity Department, Manchester Street, Christchurch.  
 Niven, J. J., and Co., Ltd., 558 Colombo Street, Christchurch.  
 Price, W. H., and Son, Ltd., 34 Manchester Street, Christchurch.  
 South Canterbury Electric-power Board, Timaru.  
 Taylors Ltd., 643 Colombo Street, Christchurch.  
 Timaru Borough Council, Timaru.  
 Vale and Co., Ltd., 141 Armagh Street, Christchurch.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, 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 from the 19th day of July, 1937, and shall continue in force until the 19th day of July, 1938, 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 9th day of July, 1937.

[L.S.]

P. J. O'REGAN, Judge.

## SCHEDULE.

*Definition.*

1. For the purposes of this award a draughtsman is a worker who has had five years' experience in drawing and the preparation of design and estimates of engineering construction and who is employed for more than half his time in a drawing-office upon any of the above classes of work; but the conditions of this award shall not apply to any worker engaged as a civil or architectural draughtsman.

*Hours of Work.*

2. Forty hours shall constitute a week's work, of which eight hours shall be worked on each day from Monday to Friday inclusive, between the hours of 7.30 a.m. and 5 p.m. The time of starting and ceasing work between these hours shall be arranged in each establishment with a break of not more than one hour for lunch.

*Overtime.*

3. (a) All work done in excess or outside of the hours mentioned in clause 2 hereof shall count as overtime and shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b) The employer shall allow meal-money at the rate of 1s. 6d. per meal when workers are called upon to work overtime after 6 p.m., provided such workers cannot reasonably get home for a meal in one hour.

*Holidays.*

4. (a) The following shall be the recognized holidays: New Year's Day, 2nd January, Good Friday, Easter Saturday, Easter Monday, Sovereign's birthday (or the day observed in lieu thereof), Labour Day, Christmas Day, Boxing Day, and Anniversary Day.

(b) If any of the above holidays is not observed in any locality an employer may substitute any other day.

(c) Where the provisions of section 14 of the Factories Amendment Act, 1936, require any worker to be paid for any of the above holidays, irrespective of whether he works thereon or not, the provisions of such Act shall apply.

(d) For work done on any of the above holidays or on Sunday or Anzac Day double time shall be paid.

(e) Notice of closing down for Christmas holidays shall be posted in a conspicuous place for at least three days before the holidays.

(f) All workers shall receive one week's holiday on full pay on completion of each year of service, the date of which shall

be determined by the employer. Should the employment of any worker be terminated within the year, he shall be paid a proportionate holiday allowance.

*Wages.*

5. All workers covered by this award shall be paid a minimum rate of £5 10s. per week.

*General Provisions.*

6. All materials shall be supplied by the employer, and a suitable office correctly lighted and heated shall be provided for carrying out draughtmen's work.

*Sanitary and other Conveniences.*

7. It shall be the duty of the employer to provide suitable individual lockers wherein the employees may keep their clothes, good ventilation and proper sanitary arrangements, also a sufficient supply of boiling-water at meal-hours and for washing at knock-off times. "Suitable lockers" means lockers in which clothes may be hung up.

*Access to Premises.*

8. The union secretary, or any persons duly appointed, shall be allowed access to any drawing-office at any time for the purpose of interviewing any worker coming within the scope of this award upon business connected therewith.

*Matters not provided for.*

9. If a dispute shall arise between the parties to this award upon any matters arising out of or in connection with this award, and not specifically dealt with therein, it shall be referred to a committee comprised of three representatives of the union and three representatives of the employers, who shall appoint an independent chairman for decision. The decision of a majority of this committee shall be binding, except that any party adversely affected thereby shall have the right, within fourteen days after the decision is given, to appeal against the decision to the Court of Arbitration, which may amend the decision in any way, as, after hearing the parties, it may consider necessary or desirable.

*Application of Award.*

10. The provisions of this award shall not apply to any draughtsman who is in receipt of a salary of £350 per annum or more.

*Workers to be Members of Union.*

11. (a) 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 or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award:

Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(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.

(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.*

12. (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.*

13. This award shall operate throughout the Canterbury Industrial District.

*Term of Award.*

14. This award shall come into force on the 19th day of July, 1937, and shall continue in force until the 19th day of July, 1938.

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 9th day of July, 1937.

[L.S.]

\_\_\_\_ P. J. O'REGAN, Judge.

MEMORANDUM.

The Court has settled the clauses relating to annual holiday, wages, and application of the award. In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council.

P. J. O'REGAN, Judge.

---