

NORTHERN INDUSTRIAL DISTRICT **FACTORY ENGINEERS.**—
AWARD

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Northern Industrial District Amalgamated Engineering, Coachbuilding, and Related Trades' Industrial Union of Workers (hereinafter called "the union") and the undermentioned companies (hereinafter called "the employers") :—

- Astley, E., and Sons, Ltd., Tanners, 107 Hobson Street, Auckland.
 Auckland Gas Co., Ltd., Gas-manufacturers, Wyndham Street, Auckland.
 Auckland Laundry, Ltd., Laundry-proprietors, Surrey Crescent, Grey Lynn, Auckland.
 Bycroft Ltd., Flour-millers and Biscuit-manufacturers, Shortland Street, Auckland.
 Challenge Phosphate Co., Ltd., Chemical-manure Manufacturers, Tasman Building, Anzac Avenue, Auckland.
 Colonial Sugar Refining Co., Ltd., Sugar-manufacturers, 2 Quay Street, Auckland.
 Dearsly's Ltd., Footwear-manufacturers, 7 Nugent Street, Auckland.
 Hardie, Jas., and Co. (Pty.), Ltd., Asbestos Roofing and Wallboard Manufacturers, Penrose, Auckland.
 Harvey, Alex., and Sons, Ltd., Canister-manufacturers, Albert Street, Auckland.
 National Brush Co. (New Zealand), Ltd., Brush-manufacturers, Great South Road, Ellerslie, Auckland.
 New Zealand Dry Cleaning Co., Ltd., Dry-cleaners, 3 Howe Street, Auckland.
 New Zealand Glass Manufacturers Pty., Ltd., Glassware-manufacturers, Penrose, Auckland.
 Reid New Zealand Rubber Mills, Ltd., Rubber-goods Manufacturers, Great South Road, Penrose, Auckland.
 Westfield Freezing Co., Ltd., Freezers, Westfield, Auckland.
 Wilson and Horton, Ltd., Newspaper-proprietors, Queen Street, Auckland.
 Wilson's (New Zealand) Portland Cement, Ltd., Cement-manufacturers, South British Insurance Building, Shortland Street, Auckland.

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 on the 20th day of December, 1943, and shall continue in force until the 20th day of December, 1944, 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 18th day of December, 1943.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to which Award applies

1. This award shall apply to metal-trade workers employed in the undermentioned undertakings, the principal business of which is not covered by the New Zealand Metal Trade Employees' award: Biscuit and confectionery manufacturers; brush and broom factories; canister-manufacturers; chemical-manure-manufacturing companies; Colonial Sugar Refining Co., Ltd.; flour-mills; footwear-manufacturers; freezing companies; gas companies; Hardie, Jas., and Co. (Pty.), Ltd.;

laundries and dry-cleaning factories; newspaper-proprietors; New Zealand Glass Manufacturers Co. (Pty.), Ltd.; Reid New Zealand Rubber Mills, Ltd.; tanneries; Wilson's (New Zealand) Portland Cement, Ltd.

Definitions

2. *Industry Award.*—This term means the award which covers the principal business of the employer.

Hours of Work

3. (a) The ordinary hours of work shall be those prescribed in the industry award.

(b) Shifts may be worked where necessary. The ordinary hours of work for a shift-worker shall not exceed five eight-hour shifts per week in an industry in which the ordinary hours are forty per week, or five eight-hour shifts and one four-hour shift in an industry in which the ordinary hours are forty-four per week. Such shifts shall be worked between midnight Sunday/Monday and noon on Saturday. This sub-clause shall not apply unless shifts are worked on four or more consecutive working-days.

(c) No worker shall be required to work more than four and a half hours continuously without an interval of at least three-quarters of an hour for a meal: Provided that this meal-time may be reduced to half an hour by mutual agreement.

Overtime

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

Any worker (other than a shift-worker) who is called back after 10 p.m. and/or before 6 a.m. on any week-day or after 12 noon on Saturday shall be paid double rates: Provided that if a worker is required to commence work between the hours of 6 a.m. and the ordinary hour for commencing work, then time worked between such hours shall be paid for at the rate of time and a half.

(b) Any worker required to commence work after the cessation of public wheeled traffic or before the ordinary time of starting such traffic, and any worker who may work continuously until after the cessation of public wheeled traffic and cease work before the ordinary time of starting such traffic, shall be paid for time occupied in travelling to or from his home, computed on three miles per hour, at ordinary

rates of pay. If a conveyance is provided for the worker by his employer he shall not be entitled to payment for travelling-time. For the purpose of this award "public wheeled traffic" shall mean trams, buses, trains, or ferries ordinarily used by workers travelling to or from their work.

(c) The employer shall supply a suitable meal or allow meal-money at the rate of 1s. 9d. per meal when workers are called upon to work overtime after 6 p.m. on Monday, Tuesday, Wednesday, Thursday, or Friday, or after 1 p.m. on Saturday, unless such workers can reasonably get home for a meal and return to their work in one hour, in which case the meal allowance need not be paid.

Holidays

5. (a) The following shall be the recognized holidays: New Year's Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Anniversary Day (or a day to be substituted therefor): Provided that an employer may substitute the holidays prescribed in the industry award, but a worker shall not in any calendar year receive a lesser number of holidays than is above prescribed.

(b) A worker who has been employed in the factory at any time during the fortnight ending on the day on which the holiday occurs shall be paid for the holiday, but a worker shall not be entitled to payment for a holiday which falls on what is not ordinarily a working-day.

(c) Where any person has been employed in a factory by more than one person during the fortnight ending on the day on which any of the holidays mentioned in subclause (a) of this clause occurs, he shall be entitled to receive payment for the holiday from such one or more of these employers, and if more than one, in such proportions as the Inspector determines.

(d) Time worked on a holiday or on Sunday shall be paid for at the rate of double time.

(e) In addition to the above holidays, an annual holiday of one week on full pay shall be allowed to juniors, provided for in clause 6 (b), on completion of each year of service at a time to be mutually arranged between the employer and the worker. After three months' service either from the commencement of the engagement or at the end of the qualifying period for the last holiday, a worker whose service is terminated, other than for misconduct, shall be entitled to a proportionate holiday or payment in lieu thereof.

Wages

6. (a) The following shall be the minimum rates of pay:—

	Per Hour.
	s. d.
Toolmaker	2 11
“ Toolmaker ” means a tradesman engaged making and/or repairing any precision tool, gauge, die, jig, or mould, and who is responsible for its proper completion.	
Patternmaker	2 11
“ Patternmaker ” means a tradesman engaged in making of patterns in wood.	
Tradesman	2 9
“ Tradesman ” means a worker employed as such who has served five years’ apprenticeship to any of the branches of the trade covered by this award, or who applies general trade experience to the branch or branches of any of the trades covered by this award in which he is employed, such as engineers, turners, fitters, blacksmiths, and welders, and who is qualified to work from drawings or prints, to be scaled and/or measured from drawings or prints, and who is capable of using the recognized tools of his trade or precision tools.	
Machinist employed on cold-saw, hydraulic press, pneumatic press, screwing-machine or drilling-machine, and striker	2 6 $\frac{3}{4}$
Ironworkers’ labourer	2 4 $\frac{1}{2}$

(b) The minimum wages for junior labourers shall be as follows:—

	Per Week.		
	£	s.	d.
From 16 to 16 $\frac{1}{2}$ years	1	5	0
From 16 $\frac{1}{2}$ to 17 years	1	10	0
From 17 to 18 years	2	0	0
From 18 to 19 years	2	10	0
From 19 to 20 years	3	0	0
From 20 to 21 years	3	15	0

The wages provided for in this subclause shall be weekly wages and shall be subject to no deduction except for time lost on account of the worker’s own default, sickness, or accident.

(c) *Welding-allowance.*—Workers employed on oxy-acetylene or electric welding, except on spot or butt-welding machines, for less than four hours in a day shall be paid 1s. per day extra; for more than four hours in a day they shall be paid 1s. 6d. per day extra.

(d) Workers employed by the Colonial Sugar Refining Co., Ltd., on regular shifts shall be paid 1s. per shift in addition to the ordinary rates.

(e) Except as provided in subclause (d) hereof, a shift allowance of 3s. per shift shall be paid to a shift-worker employed on the afternoon or night shift.

An afternoon shift means any shift finishing at or before midnight, and a night shift means any shift finishing subsequent to midnight and at or before 8 a.m.

Increase in Rates of Remuneration

7. All rates of remuneration (which term includes time and piecework rates, overtime, and other special payments) provided for in this award shall be subject to the provisions of the general orders dated the 9th August, 1940, and the 31st March, 1942, under the Rates of Wages Emergency Regulations 1940 increasing rates of remuneration as follows:—

(a) The order dated the 9th August, 1940, increases all rates of remuneration by an amount equal to 5 per cent. thereof:

(b) The order dated the 31st March, 1942, increases all rates of remuneration (inclusive of the August, 1940, bonus) by an amount equal to 5 per cent., but this increase is payable—

(i) In the case of males twenty-one years of age and over, on earnings up to £5 per week only;

(ii) In the case of females twenty-one years of age and over, on earnings up to £2 10s. per week only; and

(iii) In the case of males or females under twenty-one years of age, and apprentices, on earnings up to £1 10s. per week only.

Special Payments

8. (a) *Dirty Work.*—(i) Any worker employed at the following work shall be paid 1s. 6d. per day extra dirt-money: In rotary kilns and coolers at cement-works; repairing smoke-box doors; uptakes and inside funnels; working inside furnaces, back ends, and through manholes; overhauling grabs

and locomotives; all repair work done in the respective departments of freezing-works on blood-pumps, sewage-pumps, hash-presses, digestors, paunch-cutters, and locomotives; tar-boilers at gasworks; and such other work as may be agreed upon by the employer and the union concerned.

(ii) Workers employed at manure-works, including chemical-manure works, shall receive 2s. per day extra when employed in repairing manure plants at such works. The evaporator shall be regarded as part of the manure plant.

(iii) Workers not regularly employed on manure-works shall be paid ordinary rates in addition to the ordinary or overtime rates, as the case may be, when employed at repair work inside digestors on manure-works.

(iv) For the purpose of this clause, "day" shall mean eight hours or any portion of eight hours during which a worker is employed at work coming within the scope of paragraphs (i) and (ii) hereof. Any time worked in excess of eight hours shall entitle the worker to an additional payment of 2½d. per hour for work under paragraph (i) and of 3d. per hour for work under paragraph (ii).

(b) *Heat and Cold.*—(i) Any worker required to work in any compartment or confined space where the heat exceeds 110 degrees Fahrenheit shall be paid, in addition to the rate of wages to which he is entitled for the time at which the work is performed, a special heat rate computed at ordinary time rates for the time he is so employed.

(ii) Workers engaged in freezing chambers where the temperature is below 30 degrees shall be paid 3d. extra per hour whilst so engaged, and shall be allowed to leave the chamber at least once in every two hours for a period of ten minutes, which period shall not be in addition to the "smoke-oh."

(iii) The person in charge of the job and a representative of the workers shall determine and certify to the temperature of any place for the purpose of this clause of the award.

(iv) No worker shall be required to enter any furnace or chamber while the boiler is under steam-pressure, nor shall any worker be required to enter any boiler connected by steam-pipe to another boiler if such second boiler is under steam-pressure unless the communicating valve between the two boilers is securely closed and locked.

Payment of Wages

9. (a) All wages shall be paid weekly not later than Thursday and not later than ten minutes after knocking-off time.

(b) Notwithstanding the foregoing, an employer may elect to pay wages on the same day as he pays the majority of the workers in his employ.

(c) All wages shall be paid on dismissal of a worker or when a worker leaves of his own accord.

Improvers

10. If in the opinion of the Apprenticeship Committee appointed in connection with this industry any apprentice who has completed his term of apprenticeship is not sufficiently competent to earn the minimum rate of wages prescribed in this award, then and in such case such apprentice shall be rated as an improver for such period as the Committee shall determine in order that he may qualify as an efficient tradesman. The Committee shall determine the rates that shall be paid during the term of improvership. If the employer or the worker is dissatisfied with the decision of the Committee he may appeal to the Court within fourteen days after such decision has been communicated to him.

General Conditions

11. (a) It shall be the duty of the employer to provide lockers or other suitable accommodation wherein employees may keep their clothes, good ventilation, and proper sanitary arrangements, also a sufficient supply of boiling water at meal-times and for washing at knocking-off times.

(b) Proper shelter shall be provided to protect workers from cold winds or wet weather.

(c) Where portable electric lights, electric drills, and other portable electrical equipment are in use, every care shall be taken to see that they are properly installed. Workers shall immediately report to the foreman any defect in such equipment.

(d) Suitable screens shall be supplied for electric welding-machines.

(e) Workers employed on oxy-acetylene or electric welding and cutting shall be provided with goggles or helmets and gauntlets or gloves.

"Smoke-oh"

12. Except at jobs where smoking is prohibited because it is unsafe, time at which smoking shall be permitted in the workshops shall be mutually arranged between the employers and the workers in each case. This clause shall not apply to the Colonial Sugar Refining Co., Ltd.

Accidents

13. A St. John Ambulance first-aid compressed kit, fully equipped, shall be kept in a convenient and accessible place in every works and shall be open for inspection by a union official once a month. Provision shall be made for a supply of hot water at short notice.

Engineering Students

14. Any student of any recognized university engineering college in the Dominion who engages himself to any employer party to this award for the purpose of obtaining practical experience to supplement his theoretical training during the vacation period shall be exempt from the provisions of this award: Provided that this shall not entitle an employer to dismiss a worker in order to make room for a student.

Disputes Committee

15. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with in this award, 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 Conciliation Commissioner for the district. Either side shall have the right of 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.

Workers to be Members of Union

16. (a) Subject to the provisions of section 18 (5) 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.

(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

17. (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.

Extension of Hours under Factories Act

18. Pursuant to the provisions of section 3 of the Factories Amendment Act, 1936, the limits of hours fixed by subsection (1) of that section are hereby extended in the manner and to the extent set forth in subclauses (b) and (c) of clause 3 of this award in respect of every occupier of a factory bound by the provisions of this award.

Application of Award

19. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial district to which this award relates.

Scope of Award

20. This award shall operate throughout the Northern Industrial District.

Term of Award

21. This award shall come into force on the 20th day of December, 1943, and shall continue in force until the 20th day of December, 1944.

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 18th day of December, 1943.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The application for the hearing of this dispute by a Council of Conciliation was filed with the Clerk of Awards on the 28th September, 1943; consequently in making the award the Court is required to comply with Regulation 38 of the Economic Stabilization Emergency Regulations 1942.

A complete settlement of the dispute was reached, and pursuant to section 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939, the Court was requested to incorporate the terms of settlement in an award. The Court, however, having regard to the Stabilization Regulations, was not prepared to make the award in accordance with the terms of settlement agreed upon. Accordingly, the representatives of the parties were heard by the Court and advised of the position. Subsequently the representatives of the parties agreed to certain variations, and the Court now sees its way to making the award.

A. TYNDALL, Judge.