

**CARTER AND WATT, AUCKLAND, METAL TRADES' FACTORY
EMPLOYEES.—INDUSTRIAL AGREEMENT**

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and the Economic Stabilization Emergency Regulations 1942; and in the matter of an industrial agreement made on the 21st day of July, 1943, between the Northern Industrial District Amalgamated Engineering, Coachbuilding, and Related Trades' Industrial Union of Workers, and Carter and Watt, Auckland.

MEMORANDUM OF THE COURT, DELIVERED BY TYNDALL, J.

THE Carter and Watt, Auckland, Factory Employees' industrial agreement was filed on 9th August, 1943.

We are informed that the workers covered by the agreement have in the past been covered by the New Zealand Metal Trades' Employees' award (41 Book of Awards 655), the employer having been a subsequent party to that award. The said award expired on 7th July, 1943, and the agreement was made on 21st July, 1943.

The agreement provides for certain variations in the terms and conditions of employment. Regulation 39 of the Economic Stabilization Emergency Regulations provides that where at any time during the present war any industrial agreement is made in respect of any industry no variation shall be made

in the minimum rates of remuneration or the principal conditions of employment for the time being applying to that industry, except such adjustments of anomalies as the Court approves in that behalf, having regard to the general purpose of the regulations.

One important variation made in the agreement to principal conditions of employment is a provision for annual leave of one week on full pay to all workers, whereas the New Zealand Metal Trades' Employees' award provides for an annual holiday of similar length for boys, youths, and females only, the said workers being on weekly rates while male adult workers are on hourly rates.

We know of no general rule in the industry under which all workers, including those on hourly rates, are entitled to annual leave, consequently we cannot regard the provision for annual leave for all workers in the industrial agreement under consideration as an adjustment of an existing anomaly of which we should approve, having regard to the general purpose of the regulations.

Approval of this adjustment in the agreement is therefore declined.

Dated this 21st day of October, 1943.

[L.S.]

A. TYNDALL, Judge.

CARTER AND WATT, AUCKLAND, METAL TRADES' FACTORY
EMPLOYEES.—INDUSTRIAL AGREEMENT

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 21st day of July, 1943, between the Northern Industrial District Amalgamated Engineering, Coachbuilding, and Related Trades' Industrial Union of Workers (Auckland Section), (hereinafter referred to as "the union"), and Messrs. Carter and Watt (hereinafter referred to as "the employer"), witnesseth that it is hereby mutually agreed and declared between the union and the employer as follows:—

That, as between the parties hereto, the terms, conditions, and provisions herein contained shall be binding on the said parties, and the said terms, conditions, and provisions shall be deemed to form part of this agreement; and, further, the said parties shall respectively do, observe, and perform every matter and thing by this agreement 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 agreement.

SCHEDULE

Application of Agreement

1. This agreement shall apply to all male and female workers employed in or about the employer's factory except office staff and executives.

Definitions

2. The definition of "toolmaker," "tradesman," and "process worker" shall be the same as set out in the current Metal Trades' award.

Hours of Work

3. (a) Forty hours shall constitute a week's work and eight hours shall constitute a day's work, to be worked between the hours of 8 a.m. and 5 p.m. on five days of the week, Monday to Friday inclusive.

(b) The meal interval shall be arranged mutually between the employer and the workers, but shall not be shorter than half an hour.

Wages

		Per Hour.	
		s.	d.
4. (a) <i>Males</i> :—			
Toolmaker	.. .. .	2	11
Tradesman	.. .. .	2	9
Process worker	.. .. .	2	5½
Adult worker in charge of curing plant	..	2	9

(b) *Boys and Youths*.—Boys and youths under twenty-one years of age may be employed on light manufacturing work, or on process work or at packing, or in the tool and/or material store. The minimum weekly rates of wages payable to such boys and youths shall be in accordance with the following scale:—

Age commencing.	First Six Months.	Second Six Months.	Third Six Months.	Fourth Six Months.	Fifth Six Months.	Sixth Six Months.	Seventh Six Months.	Eighth Six Months.	Ninth Six Months.	Tenth Six Months.
Under 16	20/-	25/-	30/-	35/-	40/-	45/-	50/-	55/-	60/-	70/-
16 to 17	22/6	27/6	32/6	37/6	42/6	47/6	55/-	60/-	65/-	70/-
17 to 18	27/6	32/6	37/6	42/6	50/-	57/6	65/-	70/-	..	..
18 to 19	32/6	37/6	42/6	47/6	55/-	62/6	70/-	..	..	..
19 to 20	42/6	50/-	55/-	65/-	70/-	..	..	..	..	..
20 to 21	55/-	60/-	70/-	..	..	..	..	..	..	..

and thereafter, or on attaining the age of twenty-one years, not less than the appropriate adult rate according to the class of work he is called upon to perform.

(c) *Females*.—Female workers shall be paid not less than the following minimum weekly rates of wages:—

Age commencing.	First Six Months.	Second Six Months.	Third Six Months.	Fourth Six Months.	Fifth Six Months.	Sixth Six Months.	Seventh Six Months.
Under 16	19/-	23/-	27/-	31/-	35/-	40/-	47/6
16 to 17	22/-	26/-	30/-	34/-	39/-	46/-	..
17 to 18	25/-	29/-	33/-	38/-	45/-	..	..
18 to 19	28/-	33/-	38/-	44/-	..	..	..
19 to 20	31/-	37/-	43/-	..	..	..	..
20 to 21	34/-	42/-	..	..	..	..	..

and thereafter, or on attaining the age of twenty-one years, not less than £2 12s. 6d. per week.

(d) Wages of all workers shall be paid weekly during working-hours, but (subject to the provisions of the Factories Act relating to deductions from wages) only time worked shall be paid for.

(e) *Increases in Rates of Remuneration*.—All rates of remuneration (which term includes time 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, on earnings up to £1 10s. per week only.

Overtime

5. All work done in excess or outside 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 and double time thereafter. Overtime shall be calculated daily.

Holidays

6. (a) The following shall be the recognized holidays: New Year's Day, Good Friday, Easter Monday, Anzac Day, King's Birthday, Labour Day, Christmas Day, Boxing Day, and Anniversary Day.

(b) All workers who have been employed in the factory any time during the fortnight ending on the day on which any of the above-named holidays occur shall be paid therefor.

(c) No payment over and above the ordinary week's wages shall be made to any worker for a holiday which falls on what is not ordinarily a working-day, except for work actually performed on such day.

(d) Any worker employed on any of the aforesaid holidays shall be paid double time rates therefor; such wage to be in addition to the ordinary weekly wage.

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

Annual Holiday

*7. (a) An annual holiday of one week on full pay shall be granted to every worker on completion of every twelve months' service. The qualifying period for payment of such holiday shall date from the 1st July, 1942. Such holiday shall be given and taken at a time to be mutually arranged between the employer and the worker.

(b) Should any worker be discharged after three months' service or leave the service before the annual holiday becomes due the worker shall be entitled to a holiday payment on a *pro rata* basis for the service rendered in that year.

Allowances and Conditions

8. (a) The employer shall provide suitable accommodation wherein employees may keep their clothes, and a suitable dining-room wherein they may partake of their meals. A sufficient supply of boiling water shall be available at meal-times and for washing purposes.

(b) A rest period of ten minutes shall be allowed and paid for to all female workers during every morning and afternoon.

(c) 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. on Monday, Tuesday, Wednesday, Thursday,

* See Memorandum of Court of Arbitration (*supra*) declining approval of this clause.

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.

(d) First-aid outfits in accordance with the requirements of the Inspector of Factories shall be kept in the factory, and shall be accessible in case of accidents.

Notice of Termination of Employment

9. One week's notice shall be given on either side to terminate employment, except that the employer has the right to summarily dismiss any worker for misconduct, or suspending for failing to report for work on any day and/or reporting for work late without a good cause or the permission of the employer.

Access to Workshop

10. The secretary or other authorized officer of the union shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times on the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Workers to be Members of Union

11. Court's usual clause.

Under-rate Workers

12. Court's usual clause.

Disputes

13. The essence of this agreement being that the work of the employer shall not on any account whatsoever be impeded should a dispute arise on any matter whatsoever, a Disputes Committee shall be set up comprising two representatives of both employers and workers, who shall decide the matter.

Failing a decision in this manner the Conciliation Commissioner for the district shall be appointed chairman of the committee, and a majority decision of this committee shall be binding on all parties, 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.

Term of Agreement

14. This agreement shall come into force on the 1st day of July, 1943, and shall continue in force for one year.

Signed on behalf of Carter and Watt, 542 Manukau Road, Epsom, Auckland S.E. 3—

B. A. WATT, Manager.

A. E. ADAMS, Secretary.

Signed on behalf of the Northern Industrial District Amalgamated Engineering, Coachbuilding, and Related Trades' Industrial Union of Workers—

ALFRED GILBERT, President.

J. NEALE, Secretary.
