

**NORTHERN INDUSTRIAL DISTRICT TINSMITHS, COPPER-SMITHS, AND SHEET-METAL WORKERS.—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 persons, firms, and companies (hereinafter called "the employers") :—

Auckland Gas Co., Ltd., Beaumont Street, Auckland.  
Auto Radiators, Ltd., 144 Newton Road, Auckland.  
British Neon Corporation, 91 Hobson Street, Auckland.  
Burt, A. and T., Ltd., Customs Street, Auckland.  
Colonial Sugar Refining Co., Ltd., Quay Street, Auckland.  
Cooper, H. J., and Sons, Station Street, Newmarket, Auckland.  
Culpan, Len, and Co., 96 Albert Street, Auckland.  
Cunningham, T. H., and Son, 144-148 Albert Street, Auckland.  
Dominion Sheet-metal Works, 299 Dominion Road, Auckland.  
Edwards, W. J., 35 Mount Eden Road, Auckland.  
Hardleys, Ltd., Broadway, Newmarket, Auckland.  
Hargreaves, J., 12 Lorne Street, Auckland.  
Harvey and Sons, Ltd., Albert Street, Auckland.  
Henry, D., and Co., Ltd., 12 Nelson Street, Auckland.  
Modern Sheet-metal Works, Ltd., 120 Park Road, Auckland.  
Parker, Samuel, Ltd., Alpha Road, Parnell, Auckland.  
Shacklock, H. E., Ltd., Fort Street, Auckland.  
Speedway Steam Products, Ltd., 51 Albert Street, Auckland.  
Stonex Bros., 20 Edinburgh Street, Newton, Auckland.  
The Shell Co. of New Zealand, Freemans Bay, Auckland.  
United Repairing Co., Ltd., Quay Street, Auckland.  
Walker, B. J., 68 Wyndham Street, Auckland.  
Wallace, B., Denton's Buildings, Newmarket, Auckland.  
Wallace, D. McL., Short Street, Newmarket, 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 8th day of May, 1944, and shall continue in force until the 8th day of May, 1946, 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 1st day of May, 1944.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

##### *Definition of Work*

1. The work covered by this award shall include the working by hand or machine of all sheet metal not heavier than No. 8 Birmingham wire gauge, the working of brass and copper tubes for dairy factories, and shall include the welding, spinning, soldering, spraying, and assembling of any of the metals that are worked by sheet-metal workers.

*Hours of Work*

2. (a) Forty hours shall constitute a week's work, which shall be worked on five days of the week from Monday to Friday, both days inclusive, each day made up of eight hours, to be worked between the hours of 7.30 a.m. to 5 p.m.

(b) Shift-work: Shifts may be worked as required by the employer. In factories or workshops a worker required to work not more than three consecutive days on shift-work outside the hours prescribed in subclause (a) hereof shall be paid at overtime rates; but if he is required to work more than three consecutive evening or night shifts he shall be paid the sum of 3s. per shift in addition to the ordinary wage.

*Wages of Adults*

3. (a) Journeymen sheet-metal workers, spinners, head grease-tinners, head copper-tinners, head galvanizers, head man of the department in which a guillotine machine or a machine for manufacturing spouting, ridging, and downpipes, or for curving iron, or for soldering downpipes, ridging, or flashing, or soldering releases is used, and men employed soldering milk or cream cans, shall be paid a minimum wage of 2s. 9d. per hour.

(b) Workers, other than those covered by subclause (a) hereof, employed as galvanizers, grease or copper tinners, shall be paid a minimum wage of 2s. 7½d. per hour.

(c) Hoop-tinners and bicycle grinders shall be paid a minimum wage of 2s. 6¼d. per hour.

(d) Picklers and assistant tinners shall be paid a minimum wage of 2s. 5½d. per hour.

(e) Power hammer operators shall be paid a minimum wage of 2s. 6½d. per hour.

(f) All other adult workers shall be paid a minimum wage of 2s. 4½d. per hour.

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

(h) Wages shall be paid weekly not later than Thursday and during working-hours.

(i) Any worker when employed at repair work on board ship shall be paid 1s. 6d. per day extra as dirt-money.

(j) Refrigerator assemblers shall be paid a minimum wage of 2s. 5¾d. per hour.

(k) Sprayers shall be paid a minimum wage of 2s. 9d. per hour, but trainees with no previous experience shall be paid for the first three months a minimum wage of 2s. 7½d. per hour. These rates shall not apply to workers spraying casings of cylinders used for hot water.

### Wages of Boys and Youths

4. (a) Boys and youths may be employed at other than skilled work on machines for guillotining, rolling, pressing, punching, shearing, bending, folding, or riveting, or lathe work other than engineering work, or on spot welding, or assisting on machines for manufacturing spouting, ridging, and downpipes, or for curving iron, or at soldering downpipes, lead-edge ridging, and flashing, or assisting tanners and/or galvanizers. Boys and youths may be employed on such additional light work as the secretary or authorized agent of the union and the employer may agree.

(b) Boys and youths employed on the work set out in sub-clause (a) hereof shall be paid not less than the following weekly wages:—

| 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               | 45/-              | 52/6               | 60/-              | 70/-*             | ..                  | ..                 | ..                | ..                |
| 19 to 20        | 42/6              | 50/-               | 60/-              | 70/-*              | ..                | ..                | ..                  | ..                 | ..                | ..                |
| 20 to 21        | 55/-              | 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) An employer shall be entitled to make a rateable deduction from the weekly wages above prescribed for any time lost by a worker through his own default or sickness or through accident.

### Overtime

5. (a) All work done on any day in excess or outside of the hours mentioned in clause 2 hereof shall count as overtime, and shall be paid for as follows: Time and a half for the first four hours and thereafter double time.

Overtime shall be computed on a daily basis.

(b) Any workers, having worked all day and night and being required to continue working into the next day, shall be paid double rates for all such time worked on the second day.

(c) Supper and crib time, when working overtime, shall be paid for.

(d) No worker shall work overtime on Friday nights except on urgent or breakdown work.

(e) No worker shall be called upon to work at night unless another person is present.

(f) 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.

(g) 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-hour may be reduced to half an hour by mutual agreement.

(h) The employer shall supply a suitable meal or allow meal-money at the rate of 2s. 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 Saturdays, 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.

The allowance for meals provided for in this subclause shall not be subject to general orders of the Court made under the Rates of Wages Emergency Regulations or the Economic Stabilization Emergency Regulations.

#### *Increase in Rates of Remuneration*

6. All rates of remuneration (which term includes time and piece-work 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 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.

### *Holidays*

7. (a) The following shall be the recognized holidays: New Year's Day, 2nd January, Anniversary Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day.

(b) When a holiday mentioned in subclause (a) of this clause, other than Anzac Day, falls on Sunday such holiday shall be observed on the Monday following.

(c) A worker who has been employed in the factory at any time during the fortnight ending on New Year's Day, 2nd January, Anniversary Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, or Boxing Day shall be paid an ordinary day's pay for such holiday if it is observed on an ordinary working day.

Payment under this subclause for a holiday shall not apply to workers employed elsewhere than in the employer's workshop or factory, except to regular workers employed on outside work.

(d) Time worked on Sunday or on any of the holidays mentioned in subclause (a) of this clause shall be paid for at the rate of double time in addition to any payment to which the worker is entitled under the preceding subclause.

(NOTE.—Attention is drawn to the provisions of the Annual Holidays Act, 1944, which will apply to workers covered by this award as from the 1st August, 1944.)

### *Tools*

8. (a) The employer shall, in cases where it is necessary for the work in the factory, provide each worker with snips, rivet sets, grooves, and hammers, and a locker (with key) to contain same; but after being once so supplied the worker shall be responsible for and shall maintain such a kit of tools. In the event of a worker leaving, all of the said tools shall be returned by him to the employer, or they shall be replaced at the expense of the worker unless it can be shown that any of such tools have been broken in the carrying-out of his work.

(b) The employer shall, with the exception of rules, supply all other tools required. Such tools shall remain the property of the employer and shall not be taken off the premises.

*Outside Work*

9. (a) For outside work the employer shall pay the fare of the worker both ways. When the worker is employed at such work that he is unable to return to his home at night, suitable board and residence shall be provided at the employer's expense.

(b) Travelling-time shall be paid for at ordinary rates, but not to a greater amount than for eight hours in the day.

(c) Where a worker is employed at country work at such a distance that he is unable to return to his home at night, he shall be paid at overtime rates for all work done in excess of the hours prescribed in clause 2 hereof.

(d) When a worker is required to travel by coastal steamer, first-class saloon fares shall be provided; when travelling by train, second-class fares shall be provided.

(e) Workers required to travel by boat or train shall have meals provided by the employer in all cases where meals are not included in the fare.

*Disputes Committee*

10. If any 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 composed of three representatives of the union and three representatives of the employers, who shall appoint an independent chairman. The decision of a majority of the 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, which may amend the decision in any way as, after hearing the parties, it may consider necessary or desirable.

*Sanitary Conveniences, &c.*

11. (a) Employers shall provide proper sanitary conveniences and a suitable place for workers to hang their clothes.

(b) A sufficient supply of boiling water shall be available at meal times at every shop or factory for all workers coming within the scope of this award.

(c) Adequate ventilation shall be provided in all works.

(d) Where practicable, hot water shall be supplied for washing purposes.

*Accidents*

12. (a) A modern first-class emergency case, fully equipped, shall be kept in a convenient and accessible place in every works; also provision shall be made for a supply of hot water at short notice.

(b) Facilities shall be provided for rendering first aid in the case of accidents to workers while working outside the employer's place of business.

(c) The St. John Ambulance first-aid compressed kit shall be the first-class case to be kept as required in subclause (a) of this clause, and shall be open to inspection once a month by a union official.

(d) In factories or workshops where hot pickling-vats are in use a room shall be available adjacent to the work where accidents can be treated promptly.

*General*

13. (a) Rubber boots shall be provided for picklers.

(b) Once each year each pickler shall be provided with one of the following:—

- (i) One rubber apron; or
- (ii) One leather apron; or
- (iii) One set of overalls.

*Access to Workshop.*

14. The secretary of the union, or any person duly appointed, shall be allowed access to any workshop, at a time to be mutually arranged, for the purpose of interviewing any worker coming within the scope of this award upon business connected therewith; and the employer shall give recognition to any worker who is appointed shop steward for the particular department in which he is employed.

*"Smoke-oh"*

15. Times at which smoking shall be permitted in the workshop shall be mutually arranged between the employers and the workers in each case, and a notice setting out periods allowed posted in every workshop.

*Extension of Hours under Factories Act*

16. 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 clauses 2 (b) and 5 (g) of this award in respect of every occupier of a factory bound by this award.



*Workers to be Members of Union*

17. (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 an 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*

18. (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.

#### *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 8th day of May, 1944, and shall continue in force until the 8th day of May, 1946.

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 1st day of May, 1944.

[L.S.]

A. TYNDALL, Judge.

---

#### MEMORANDUM

The only matter referred to the Court related to hours of work for workers on ship-repair work. In other respects the award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

Subclauses 2 (c) and 2 (d) of the expired award have not been reincorporated in the new award as we had no evidence before us that any tinsmiths, coppersmiths, or sheet-metal workers are engaged on ship-repair work in the Northern Industrial District, and consequently it has not been shown to our satisfaction that it is impracticable to carry on efficiently

the industry as at present constituted on a forty-hour week. Should it become necessary at a later date to employ on ship-repair work workers coming within the scope of this award, the question of the weekly hours for such workers may be re-opened.

The Court has incorporated in the award certain other variations agreed upon in Conciliation Council, and, in doing so, has had regard to the provisions of the Economic Stabilization Emergency Regulations 1942.

With regard to clause 5 (*h*), the Court is not satisfied that a provision to exclude the operation of any future general order in respect of meal allowance is *intra vires*, but the clause has been allowed to stand in the form in which it was agreed upon in Conciliation Council.

A. TYNDALL, Judge.

---