

DE HAVILLAND AIRCRAFT CO.'S **AERONAUTICAL ATTEND-
ANTS.**—A G R E E M E N T UNDER THE LABOUR DISPUTES
INVESTIGATION ACT, 1913

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the agreement made on the 30th day of June, 1944, between the Wellington Branch of the North Island Aircraft Workers' Industrial Society and the De Havilland Aircraft Co. of New Zealand, Ltd.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no agreement made in pursuance of the Labour Disputes Investigation Act, 1913, shall come into force until it is filed under section 8 of the said Act: And whereas it is further provided that no such agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the agreement made on the 30th day of June, 1944, between the Wellington Branch of the North Island Aircraft Workers' Industrial Society of the one part, and the De Havilland Aircraft Co. of New Zealand, Ltd., of the other part: Now, therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said agreement solely for the purposes of the said regulations.

Dated this 18th day of September, 1944.

[L.S.]

A. TYNDALL, Judge.

DE HAVILLAND AIRCRAFT CO.'S AERONAUTICAL ATTENDANTS.—
 AGREEMENT UNDER THE LABOUR DISPUTES INVESTIGATION
 ACT, 1913

THIS agreement, made this 30th day of June, 1944, between the Wellington Branch of the North Island Aircraft Workers' Industrial Society, of the one part, and the De Havilland Aircraft Co. of New Zealand, Ltd. (hereinafter called "the employers"), 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, observed, 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.

The said terms and conditions of this agreement (superceding the agreement between the Wellington Aircraft Manufacturers' Employees' Industrial Society of Workers and the De Havilland Aircraft Co. of New Zealand, Ltd., dated 1st July, 1942) shall come into force on 30th June, 1944, and shall continue in operation until the 31st day of August, 1944, unless revoked by any new agreement made by and between the said parties hereto.

SCHEDULE

Interpretations

Clause 1.—This agreement shall cover all classes of work performed in connection with the manufacture, assembly, trial, maintenance, and/or repairs to aircraft.

Definitions

Clause 2.—(a) Aeronautical journeymen are adult workers other than assistants or apprentices performing any skilled work in connection with the manufacture or repairs and main-

tenance of aircraft, such as fitting, turning, welding, black-smithing, panel-beating, spray or hand-brush painting, wood-working, fabricating-work, &c. (whether done in metal or any other materials).

(b) Aircraftsmen are semi-specialized men working directly under the supervision of a section leader on detail manufacture and assembly of aircraft, including overhaul and repair work.

(c) Aeronautical assistants are workers engaged in assisting aeronautical journeymen and aircraftsmen in the carrying-out of their work, but who are not apprenticed to or learning the trade of an aeronautical journeyman or aircraftsman. The work shall also include the necessary work in connection with the handling of spare parts or stores, and receiving and distributing of these as required.

(d) Juniors are male workers under the age of twenty-one years who may be employed on any semi-skilled work as may be required in or about the factory.

(e) Aerodrome attendants are persons engaged in or about hangars and/or aerodrome and/or seadromes whose duties consist of cleaning, moving, swinging, and otherwise handling or attending to aircraft or parts thereof, including any other duties as may be required.

(f) Section leader is a worker who is in charge of a section of workers.

(g) Any worker holding not less than two ground engineers' licenses of the "A," "C," and "X" type shall be classified as an aeronautical journeyman.

(h) Any worker holding ground engineers' licenses of the types "AE" and "CE" shall be classified as a section leader, provided that they are not engaged on inspection duties.

Wages

Clause 3.—The following shall be the minimum wages payable to the following classes of workers covered by this agreement:—

	Per Hour.	
	s.	d.
(a) Aeronautical journeymen	3	0
Aircraftsmen	2	10½
Aeronautical assistants	2	7½
Aerodrome attendants	2	6

Section leaders' wages shall be as follows: section leaders shall be paid 1d. per hour more than the highest rate paid to any worker employed in his section.

(b) The following shall be the minimum rates of wages for juniors working a forty-four-hour week:—

	Per Week.		
	£	s.	d.
16 to 16½ years of age	1	10	0
16½ to 17 years of age	1	15	0
17 to 17½ years of age	2	0	0
17½ to 18 years of age	2	5	0
18 to 18½ years of age	2	10	0
18½ to 19 years of age	2	15	0
19 to 19½ years of age	3	0	0
19½ to 20 years of age	3	5	0
20 to 20½ years of age	3	10	0
20½ to 21 years of age	3	15	0

(c) Nothing in this agreement shall permit the reduction of the wages of any employee who is already receiving a higher rate than is set out herein.

Increase in Rates of Remuneration

Clause 4.—The rates of wages set out in this agreement shall be subject to the increase prescribed in the Court of Arbitration's general order increasing wages by 5 per cent. on the 9th August, 1940, but shall not be subject to the Court's order of the 31st March, 1942.

Hours of Work

Clause 5.—The ordinary "peacetime" hours of work shall be forty hours per week and shall be worked in accordance with the provisions of the Factories Act, 1921–22.

Notwithstanding the foregoing, the provisions of the order of the Court of Arbitration dated the 10th June, 1940, extending the limits of working-hours prescribed in section 3 (1) of the Factories Amendment Act, 1936, shall for the duration of the war apply.

The terms and conditions of the order hereinbefore referred to are as follows:—

- (1) That the maximum number of hours (exclusive of overtime) to be worked in any week by any worker employed by the said company shall be fixed at forty-four:
- (2) That the company shall be permitted to employ its workers up to nine hours per day:

- (3) That the company shall be permitted to employ its workers for not more than five hours continuously without an interval for a meal.

Shift-work

Clause 6.—Shifts may be worked as required by the employers, provided such shifts are of a minimum of eight hours (continuous duration) with the necessary break for meals. Extra payment for shift-work shall be made up as follows:—

- (a) Shifts in which any of the hours worked fall outside the ordinary daily hours of work as set out in the firm's factory rules and which fall within the hours from 6 a.m. to 10 p.m. shall be paid for at 10 per cent. increase on the ordinary hourly rate:
- (b) Shifts in which any of the hours worked fall outside the hours specified in subclause (a) hereof and not within the ordinary daily working-hours shall be paid for at 20 per cent. increase on the ordinary hourly rate.

Overtime

Clause 7.—All overtime performed outside of and in excess of the usual daily or shift hours shall be paid for at overtime rates—namely, for the first four hours at time and a half, and double time thereafter, each day or shift to stand by itself.

Holidays

Clause 8.—(a) The following shall be the recognized holidays which shall be paid for: New Year's Day, Good Friday, Christmas Day, Boxing Day, Anzac Day, Labour Day, Easter Monday, and the King's Birthday.

(b) If any of the prescribed holidays is not generally observed in any locality, an employer may substitute any other day generally observed in the locality as a holiday.

(c) For any work done on any of the above holidays and Sundays double ordinary rate shall be paid, such payment to be in addition to the ordinary weekly wage.

Meal-money

Clause 9.—(a) The employer shall either provide a hot meal or allow meal-money at the rate of 1s. 6d. per meal when workers are called upon to work overtime after 6 p.m. on any

day, provided such workers cannot reasonably get home for their meals, and provided, further, they have not been notified of such overtime on the day preceding the working of such overtime.

(b) Morning and Afternoon Spells: A seven-minute break during the morning shall be allowed employees at the employers expense. A seven-minute break in the afternoon shall be permitted at the expense of the employees.

Terms of Employment

Clause 10.—No deduction shall be made from the wages of workers except for time lost through default, sickness, or accident of the workers.

In the case of weekly workers, seven (7) days' notice shall be given by either party of the termination of the employment.

In the case of hourly workers, two (2) hours' notice of termination of employment shall be given by either side.

Nothing in this clause shall prevent an employer from summarily dismissing any worker for misconduct or other good cause.

Proportion

Clause 11.—The proportion of juniors shall not exceed one junior to every three fully paid workers, which shall include the workers employed under subclause (a) of clause 3 of this agreement.

Disputes

Clause 12.—Should any dispute arise at any time concerning any matter not specifically provided for or in relation to any matter that is specifically provided for in this agreement, such matter shall first be referred to a disputes committee, which shall consist of two representatives of the De Havilland Aircraft Co. of New Zealand, Ltd., and two representatives of the Wellington Branch of the North Island Aircraft Workers' Industrial Society. Failing a settlement being arrived at by the disputes committee set up herein, the matter in dispute shall be referred by the disputes committee to the Court of Arbitration for settlement.

Under-rate Workers

Clause 13.—Any worker who considers himself incapable of earning the minimum wage fixed in this agreement may be paid such lower wage as may from time to time be fixed between the employer and the president and or secretary of

the Wellington Branch of the North Island Aircraft Workers' Industrial Society; such under-rate workers permit shall continue in force for a period of six months, and may thereafter be considered and renewed from time to time.

Annual Leave

Clause 14.—Every employee shall be entitled to seven consecutive days' holiday on full pay on completion of the first twelve months worked, and thereafter fourteen consecutive days' holiday for each subsequent year worked.

Should a worker be dismissed or leave the employment after the first year's service, or any subsequent year of service, he shall be paid a proportionate holiday allowance for the time worked except in the case of dismissal for serious misconduct.

Right of Entry

Clause 15.—The secretary or other authorized officer of the society may, with the consent of the employers, which consent shall not be unreasonably withheld, be entitled at all reasonable times to enter upon the premises or works and there interview any worker, but not so as to interfere unreasonably with the employer's business.

Term of Agreement

Clause 16.—This agreement shall come into force on the date and day of the making hereof—namely, the 30th day of June, 1944—and shall continue in force until the 31st day of August, 1944.

Signed for and on behalf of the Wellington Branch of the North Island Aircraft Workers' Industrial Society—

C. H. MCGILLIGAN, President.

GEO. LAING, Secretary.

Witness to signatures—REG. WILLIAMS.

The common seal of the De Havilland Aircraft Co. of New Zealand, Ltd., was affixed hereto in the presence of—

L. P. HIGGS, Director.

F. A. DAVIS, Secretary.

Dated at Wellington, this 30th day of June, 1944.

NOTE.—This agreement, made under the Labour Disputes Investigation Act, 1913, was filed with the Clerk of Awards at Wellington, pursuant to section 8 (1) of the said Act, on the 20th day of September, 1944.