

**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 Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement made on the 1st day of September, 1944, between the Northern Industrial District Amalgamated Engineering, Coachbuilding, and Related Trades' Industrial Union of Workers and Carter and Watt.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28

of the said Act: And whereas it is provided further that no such industrial 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 industrial agreement made on the 1st day of September, 1944, between the Northern Industrial District Amalgamated Engineering, Coachbuilding, and Related Trades' Industrial Union of Workers, of the one part, and Carter and Watt, 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 industrial agreement solely for the purposes of the said regulations.

Dated this 19th day of October, 1944.

[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 1st day of September, 1944, between the Northern Industrial District Amalgamated Engineering, Coachbuilding, and Related Trades' Industrial Union of Workers (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 factories except office staff and executives.

Definitions

2. The definition of "toolmaker," "tradesman," and "process worker" shall be the same as set out in the Northern Industrial District General Engineers' 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) Males:—			
	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 15s. 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 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 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 two weeks on full pay shall be granted to every worker on completion of every twelve months' service. 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.

(c) Attention is drawn to the provisions of the Annual Holidays Act, 1944, which applies to all workers covered by this agreement.

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 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 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) A fitter, turner, or first-class machinist required to provide his own tools (except drills, taps, hack-saw blades, and files) shall supply such tools and shall be paid 2s. per week for any week in which he works three full days or more. Increases awarded under the Rates of Wages Emergency Regulations or the Economic Stabilization Regulations shall not apply to payments under this clause.

The allowance provided for in the preceding subclause shall not be payable if an employer provides all the tools required.

(e) 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 11th day of September, 1944, 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, Part Owner.

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

L. F. CATT, Vice-President.

J. NEALE, Secretary.
