

TARANAKI, WELLINGTON, CANTERBURY, AND OTAGO AND  
SOUTHLAND **TINSMITHS, COPPERSMITHS, AND SHEET-  
METAL WORKERS.**—AWARD

[Filed in the Office of the Clerk of Awards, Wellington.]

In the Court of Arbitration of New Zealand, Taranaki, Wellington, Canterbury, and Otago and Southland Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the New Zealand Engineering, Coachbuilding, Aircraft, and Related Trades' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

TARANAKI INDUSTRIAL DISTRICT

Abbott, J., jun., 221 Devon Street, New Plymouth.  
Boon Bros., Ltd., New Plymouth.  
Ridging and Spouting Co., Ltd., Aubyn Street, New Plymouth.  
Taranaki Plumbing Co., Rata Street, Inglewood.  
Union Foundries, Ltd., Hawera.

WELLINGTON INDUSTRIAL DISTRICT

Ballinger Bros., 40 Waring Taylor Street, Wellington.  
Burt, A. and T., Ltd., Wellington.  
Jenkins and Mack, 94-100 Featherston Street, Wellington.  
National Dairy Association, Hawera.  
Shell Co. of N.Z., Ltd., The, A.M.P. Buildings, Wellington.  
Wellington Tinware Co., 7 Majoribanks Street, Wellington.

CANTERBURY INDUSTRIAL DISTRICT

Andersons Ltd., Lichfield Street, Christchurch.  
Booth, Macdonald, and Co., Ltd., 14 Carlyle Street, Christchurch.  
Burt, A. and T., Ltd., Tuam Street, Christchurch.  
Campion, T. C., 7 Clarkson Avenue, Christchurch.  
Christchurch Gas, Coal, and Coke Co., Worcester Street, Christchurch.  
Mercer, James, and Sons, Ltd., 63 Tuam Street, Christchurch.  
Niven, J. J., and Co., Ltd., 562 Colombo Street, Christchurch.  
Radio Repairs and Service (F. Vincent), corner of Colombo and Peterborough Streets, Christchurch.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Burt, A. and T., Ltd., Stuart Street, Dunedin; and Invercargill.  
Methvens Ltd., Coppersmiths, Anderson's Bay Road, Dunedin.  
Radiation (N.Z.), Ltd., Jutland Street, Dunedin.  
Shacklock, H. E., Ltd., Princes Street, Dunedin.  
South Island Dairy Association, Esk Street, Invercargill.  
Union Steam Ship Co. of N.Z., Ltd., Port Chalmers.

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 17th day of December, 1945, and shall continue in force until the 17th day of December, 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 8th day of December, 1945.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

##### *Definition of Work*

1. The work covered by this award shall include the working by hand or by 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, and soldering of any of the metals that are worked by sheet-metal workers, and art metalwork on sheet metal not heavier than No. 8 Birmingham wire gauge.

*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. and 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 his ordinary wage.

*Wages of Adults*

3. (a) Journeymen sheet-metal workers and art 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 3s. 0½d. 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. 11d. per hour.

(c) Hoop-tinners and hicycle grinders shall be paid a minimum of 2s. 10¼d. per hour.

(d) Picklers and assistant tinners shall be paid a minimum wage of 2s. 9d. per hour.

(e) Power-hammer operators shall be paid a minimum wage of 2s. 10d. per hour.

(f) All other adult workers shall be paid a minimum wage of 2s. 8d. 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 within ten minutes after work ceasing: Provided that, in establishments in which it has been hitherto customary to pay wages in the employer's time, wages shall be paid in the employer's time.

(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. 9¼d. per hour.

(k) 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, 1s. 6d. per day extra. Suitable screens shall be supplied for electric welding-machines.

### 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 art metal-work, 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-edged ridging and flashing, or assisting tinner. Boys and youths may be employed on such additional light work as the local secretary or authorized agent of the union and the employer may agree. Should the union secretary or representative and the employer fail to agree, or should there be any dispute arising out of the preceding classification of youths' work, then such dispute shall be dealt with by the disputes committee as provided in clause 12 hereof.

(b) Boys and youths employed on the work set out in subclause (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        | 25/-              | 30/-               | 35/-              | 40/-               | 45/-              | 50/-              | 55/-                | 60/-               | 70/-              | 80/-              |
| 16 to 17        | 27/6              | 32/6               | 37/6              | 42/6               | 47/6              | 52/6              | 60/-                | 65/-               | 70/-              | 80/-              |
| 17 to 18        | 32/6              | 37/6               | 42/6              | 47/6               | 55/-              | 62/6              | 70/-                | 80/-               | ..                | ..                |
| 18 to 19        | 42/6              | 47/6               | 55/-              | 62/6               | 70/-              | 80/-              | ..                  | ..                 | ..                | ..                |
| 19 to 20        | 55/-              | 60/-               | 70/-              | 80/-               | ..                | ..                | ..                  | ..                 | ..                | ..                |
| 20 to 21        | 70/-              | 80/-               | ..                | ..                 | ..                | ..                | ..                  | ..                 | ..                | ..                |

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 time worked 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.

(b) Any workers having worked all day and night and being required to continue working on 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 Sunday, 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 work in one hour, in which case the meal allowance need not be paid.

The provisions of clause 6 hereof increasing rates of remuneration shall not apply to the meal-money payment provided for in this subclause.

#### *Increase in Rates of Remuneration*

6. Except where otherwise provided, all rates of remuneration, including time and piece wages and overtime and any other special payments, provided for in this award shall be increased to the extent and in the manner prescribed by the

two general orders of the Court made under the Rates of Wages Emergency Regulations 1940, and dated the 9th August, 1940, and the 31st March, 1942, respectively.

EXPLANATORY NOTE.—(1) The general order of the 9th August, 1940, increased *rates of remuneration* determined by awards and industrial agreements and apprenticeship orders by an amount equal to 5 per cent. thereof.

(2) (a) The general order of the 31st March, 1942, further increased *rates of remuneration* determined by awards and industrial agreements and apprenticeship orders (inclusive of the 5 per cent. increase provided by the general order of the 9th August, 1940) by an amount equal to 5 per cent. thereof, but excluded from the increase such portion of the *remuneration* of each worker as exceeded—

- (i) The amount of £5 a week in the case of male workers twenty-one years of age and over;
- (ii) The amount of £2 10s. a week in the case of female workers twenty-one years of age and over;
- (iii) The amount of £1 10s. a week in the case of male and female workers under twenty-one years of age; and
- (iv) The amount of £1 10s. a week in the case of apprentices under apprenticeship orders.

(b) The increase in *rates of remuneration* provided by the order referred to in (a) hereof applied to the unexcluded portion of the *remuneration* of each worker, irrespective of his or her total weekly *remuneration*.

(3) The term "*rates of remuneration*" includes time and piece wages and overtime and any other special payments. The term "*remuneration*" means actual earnings, including time and piece wages and overtime and any other special payments.

### Holidays

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

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

(c) In the Canterbury Industrial District, Show Day may be substituted for Anniversary Day.

(d) For work done on the above holidays and on Sundays, double time shall be paid.

(e) In addition to the above, holidays shall be allowed in accordance with the Annual Holidays Act, 1944.

### Improvers

8. 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 of the worker is dissatisfied with a decision of the Committee, he may appeal to the Court within fourteen days after such decision has been communicated to him. In localities where no Apprenticeship Committee is functioning, the period of improvership shall be not more than twelve months and the minimum rate of wages shall be 2s. 11d. per hour.

#### *Tools*

9. (a) The employer shall, in cases where it is necessary for the work in the factory, provide each worker with snips, rivet sets, groovers, 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 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*

10. (a) If a worker is required by his employer to work at a place outside of the employer's factory, workshop, or ordinary place of employment and is thereby put to expense in travelling to and from his work greater than that which he incurs when working in the factory, workshop, or ordinary place of employment, the employer shall reimburse him for such extra expense.

(b) 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.

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

(d) 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.

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

(f) 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.

(g) Workers required to travel in the inter-Island steamer between Wellington and Lyttelton or between Wellington and Nelson for the purpose of effecting repairs on such steamer shall be paid four hours' travelling-time at ordinary rates for each night at sea.

(h) When the work is situated less than fifty miles from the employer's place of business, the worker shall be refunded his return fare to and from the place of engagement once every four weeks during the continuance of the work, and if over fifty miles, once every three months, but in such cases travelling-time shall not be paid for.

*Travelling-time between Port Chalmers and Dunedin*

11. (a) When journeymen are engaged at Port Chalmers and sent to work at Dunedin, or *vice versa*, their return fares shall be paid, also time occupied in travelling at ordinary rates.

(b) When employers fail on the previous day to notify men referred to in subclause (a) that they are required to proceed to work at Dunedin or at Port Chalmers, as the case may be, the sum of 2s. per meal shall be allowed during the time they are employed, but when notice is given on the previous day journeymen shall provide for their lunch. Other meals, if the men are detained to work overtime, shall be paid for by the employer. The provisions of clause 6 hereof increasing rates of remuneration shall not apply to the meal-money payment provided for in this subclause.

(c) Journeymen engaged at Dunedin or Port Chalmers to be employed at other ports shall be conveyed by their employer to and from such work free of charge, but once only during the continuance of such work. Time occupied in travelling during ordinary working-hours or on Sundays between 8 a.m. and 5 p.m. shall be paid at ordinary rates.

*Disputes Committee*

12. 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 comprised of three representatives of the union and three representatives of the employers, who shall appoint an independent chairman for decision. The



decision of a majority of this 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*

13. (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 all meal-times at every shop or factory for all workers coming within the scope of this award.

(c) An employer shall provide reasonable facilities for supplying warmth for the men working in the workshops in cold weather.

#### *Accidents*

14. (a) A modern first-aid emergency case, fully equipped, shall be kept in a convenient and accessible place in every works and shall be open to inspection by a union official once a month; 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 accident to workers while working outside the employer's place of business.

#### *General*

15. (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*

16. The union secretary, 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"*

17. Times at which smoking shall be permitted in the workshop shall be mutually arranged between the employers and the workers in each case.

*Workers to be Members of Union*

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

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union commits a breach of this award, and shall be liable accordingly.

(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*

19. (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.

#### *Exemption*

20. Messrs. C. H. Harris and Co. shall be bound only by the provisions of this award in relation to the workers to be members of union clause, and if and so long as they pay not less than the rates of wages set out in the provisions of this award.

#### *Application of Award*

21. 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 districts to which this award relates.

#### *Scope of Award*

22. This award shall operate throughout the Taranaki, Wellington, Canterbury, and Otago and Southland Industrial Districts.

#### *Term of Award*

23. This award shall come into force on the 17th day of December, 1945, and shall continue in force until the 17th day of December, 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 8th day of December, 1945.

[L.S.]

A. TYNDALL, Judge.

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MEMORANDUM

The matters in dispute and referred to the Court related to wages and classifications, wages for youths and deductions, overtime, meal-money, ventilation, and provision of aprons, &c., for picklers.

In making the award the Court has had regard to the provisions of the Economic Stabilization Emergency Regulations 1942.

A. TYNDALL, Judge.

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