

NEW ZEALAND (EXCEPT TARANAKI AND WESTLAND)  
**INDUSTRIAL MECHANICS.—AWARD**

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

In the Court of Arbitration of New Zealand, Northern, Wellington, Nelson, Marlborough, Canterbury, 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") :—

**NORTHERN INDUSTRIAL DISTRICT**

Armstrong and Springhall, Ltd., 17 Commerce Street, Auckland.  
Berlei (N.Z.), Ltd., corner of Nelson and Wellesley Streets, Auckland.  
Cambridge Clothing Co., Ltd., Customs Street, Auckland.  
Dominion Clothing Co., Ltd., 312 Queen Street, Auckland.  
Kaiapoi Woollen Manufacturing Co., Ltd., Wellesley Street, Auckland.  
Onehunga Woollen Mills, Ltd., Neilson Street, Onehunga, Auckland.  
Roneo Office Equipment Co., Ltd., Wellesley Street, Auckland.  
Steele, J., Ltd., 114 Karangahape Road, Auckland.

**WELLINGTON INDUSTRIAL DISTRICT**

Bonds Hosiery Mills, Ltd., 181 Tasman Street, Wellington.  
Burroughs Ltd., D.I.C. Building, Panama Street, Wellington.  
Patterson, W. J., Ltd., Typewriter Mechanics, Hastings.  
Timms Typewriter Agency, Napier.  
Wellington Woollen Manufacturing Co., Ltd., 58 Jervois Quay,  
Wellington.

## NELSON INDUSTRIAL DISTRICT

Armstrong and Springhall, Ltd., Bridge Street, Nelson.

## MARLBOROUGH INDUSTRIAL DISTRICT

Rabone Brothers, Blenheim.

## CANTERBURY INDUSTRIAL DISTRICT

Armstrong and Springhall, Ltd., 127 Worcester Street, Christchurch.

Johnson and Cousins, Ltd., Tent and Cover Makers, 93 Cashel Street, Christchurch.

Kaiapoi Woollen Manufacturing Co., 30 Manchester Street, Christchurch.

Lichfield Shirts, Ltd., 179 Tuam Street, Christchurch.

Lane, Walker, and Rudkin, Ltd., 32 Montreal Street, Christchurch.

Mason, Struthers, and Co., Ltd., corner of Colombo and Lichfield Streets, Christchurch.

Millers Ltd., Tuam Street, Christchurch.

Singer Sewing Machine Co., Ltd., Cashel Street, Christchurch.

Tekau Knitwear Co., Ltd., Cox Street, Ashburton.

Truscott, S., Saddler, Harness, and Cover Maker, corner of Lichfield and Durham Streets, Christchurch.

Watson, R. M., 701 Colombo Street, Christchurch.

## OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Dominion Scale and Cash Register Co., 298 Moray Place, Dunedin.

National Cash Register Co. (N.Z.), Ltd., 20 Bond Street, Dunedin.

N.Z. Typewriter and Supplies Co., corner of Water and Bond Streets, Dunedin.

Underwood Typewriter Agency, 130 Musselburth Rise, Andersons Bay, Dunedin.

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 day of the date hereof and shall continue in force until the 21st 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 21st day of December, 1945.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

##### *Industry to which Award applies*

1. This award shall apply to—

- (a) Metal-trade workers (including sewing-machine mechanics) employed in factories (except factories attached to retail shops) whose main business is covered by any one or more of the following awards: Clothing-trade Employees' award; Shirt, White, and Silk Workers' award; Dressmakers and Milliners' award; Canvas Workers' award; Saddlers, Harness-makers, Collar-makers, and Bag-makers' award; Woollen-mills' Employees' award.
- (b) Metal-trade workers (including scale, typewriter, and office-equipment mechanics, and sewing-machine mechanics) employed by vendors and/or reconditioners of scale and/or office equipment in metal and/or sewing-machines.

##### *Definition*

2. The term "industry award" means the award which covers the principal business of the employer.

##### *Hours of Work*

3. (a) The ordinary hours of work of employees covered by clause 1 (a) of this award shall be those prescribed in the industry award.

(b) The ordinary hours of work of employees covered by clause 1 (b) of this award shall be forty per week, of which not more than eight hours may be worked on each day from Monday to Friday inclusive, and between the hours of 7.30 a.m. and 5 p.m. The time of starting and ceasing work between these hours shall be mutually arranged in each establishment, with a break of not more than one hour for lunch.

(c) Shifts may be worked where necessary. The ordinary hours of work for a shift-worker shall not exceed five eight-hour shifts per week. Such shifts shall be worked between midnight Sunday/Monday and noon on Saturday. This sub-clause shall not apply unless shifts are worked on four or more consecutive working-days.

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

#### *Overtime*

4. (a) 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 in any one day and double time thereafter.

Any worker (other than a shift-worker) who is called back after 10 p.m. and/or before 6 a.m. on any week-day or after 12 noon on Saturday shall be paid double rates: Provided that if a worker is required to commence work between the hours of 6 a.m. and the ordinary hour for commencing work, then time worked between such hours shall be paid for at the rate of time and a half.

(b) 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 ceases 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.

(c) 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 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. The provisions of clause 6 shall not apply to this allowance.

### Holidays

5. (a) The following shall be the recognized holidays: New Year's Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Anniversary Day (or a day to be substituted therefor): Provided that an employer may substitute the holidays prescribed in the industry award, but a worker shall not in any calendar year receive a lesser number of holidays than is above prescribed.

(b) A worker who has been employed in the factory at any time during the fortnight ending on the day on which the holiday occurs shall be paid for the holiday, but a worker shall not be entitled to payment for a holiday which falls on what is not ordinarily a working-day.

Where any person has been employed in a factory by more than one person during the fortnight ending on the day on which any of the holidays mentioned in subclause (a) of this clause occurs, he shall be entitled to receive payment for the holidays from such one or more of those employers, and if more than one, in such proportion as the Inspector determines.

(c) If any of the above holidays, except Anzac Day, fall on a Sunday, such holiday shall be observed on the first working day or days of the following week.

(d) For work done on any of the holidays mentioned in subclause (a) hereof double time in addition to the holiday pay shall be paid, and for work done on Sundays double time shall be paid.

(e) Holidays shall be allowed in accordance with the Annual Holidays Act, 1944.

### Wages

6. (a) The following shall be the minimum rates of pay:—

		Per Hour.	
		s.	d.
Tradesman .. .. .	.. .. .	3	0½
Industrial mechanic .. .. .	.. .. .	3	0½
Machinist employed on cold-saw, hydraulic press, pneumatic press, screwing-machine or drilling-machine, and striker .. .. .	.. .. .	2	10¼
Ironworkers' labourer .. .. .	.. .. .	2	8

(b) The minimum weekly rates of wages for juniors 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 ..	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) The proportion of juniors, including apprentices, to journeymen shall be not more than one to one.

(d) *Welding-allowance.*—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 they shall be paid 1s. 6d. per day extra.

(e) *Shift Allowance.*—A shift-worker employed on afternoon or night shift shall be paid 3s. per shift.

An afternoon shift means any shift finishing at or before midnight, and a night shift means any shift finishing subsequent to midnight and at or before 8 a.m.

#### *Increases in Rates of Remuneration*

7. 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 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, and apprentices, on earnings up to £1 10s. per week only.

#### *Terms of Employment*

8. (a) An employer shall be entitled to make a rateable deduction from the weekly wages prescribed in this award for any time lost by a worker through sickness, accident, or default.

(b) In the case of workers employed on a weekly wage, one week's notice of the termination of the engagement shall be given by the employer or the worker, as the case may be; but this shall not prevent an employer from summarily dismissing a worker for serious misconduct.

#### *Payment of Wages*

9. (a) All wages shall be paid weekly not later than Thursday, and within working-hours.

(b) Notwithstanding the foregoing, an employer may elect to pay wages on the same day as he pays the majority of the workers in his employ.

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

#### *General Provisions*

10. It shall be the duty of the employer to provide lockers or other suitable accommodation wherein employees may keep their clothes, good ventilation, and proper sanitary arrangements, also a sufficient supply of boiling water at meal-times and for washing at knocking-off times.

#### *"Smoke-oh"*

11. Except at jobs where smoking is prohibited because it is unsafe, time at which smoking shall be permitted in the workshops shall be mutually arranged between the employers and the workers in each case.

#### *Outside Work*

12. (a) All necessary travelling-expenses and board and lodging shall be provided or paid for by the employer.

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

*Accidents*

13. 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 once a month by a union official, also provision shall be made for a supply of hot water at short notice.

*Access to Workshops*

14. The secretary or other authorized officer of the local union of workers concerned shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business. The employer shall give recognition to any worker who is appointed shop steward in the establishment in which he is employed.

*Matters not provided for*

15. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt within this award, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right of appeal to the Court against a decision of any such Committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

*Workers to be Members of Union*

16. (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*

17. (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*

18. 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*

19. This award shall operate throughout the Northern, Wellington, Nelson, Marlborough, Canterbury and Otago and Southland Industrial Districts.

*Term of Award*

20. This award shall come into force on the day of the date hereof, and shall continue in force until the 21st 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 21st day of December, 1945.

[L.S.]

A. TYNDALL, Judge.

## MEMORANDUM

The principal matters settled by the Court related to the wages of youths and travelling-time.

In other respects the award embodies the agreement of the parties arrived at either in Conciliation Council or during the hearing of the dispute by the Court.

A. TYNDALL, Judge.