

NEW ZEALAND MOTOR TRADE EMPLOYEES—AWARD

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

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, 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 unions, persons, firms, and companies, (hereinafter called "the employers") :—

New Zealand County Councils' Industrial Union of Employers, 8 The Terrace, Wellington.

New Zealand Motor Trade Industrial Union of Employers, 49 Courtenay Place, Wellington.

NORTHERN INDUSTRIAL DISTRICT

Andrew, John W., and Sons, Ltd., Upper Symonds Street, Auckland.

Auckland Bus Co., Ltd., New Lynn, Auckland.

Auckland City Council, Town Hall, Auckland.

Auckland Electric-power Board, Queen Street, Auckland.

Auckland Gas Co., Ltd., Wyndham Street, Auckland.

Auckland Laundry, Ltd., Surrey Crescent, Grey Lynn.

Buchanan, Walter, Ltd., Eden Terrace, Auckland.

Cadman's Parking Station, Greys Avenue, Auckland.

Cavanagh and Co., 108 Symonds Street, Auckland.

Craig, J. J., Ltd., 100 Queen Street, Auckland.

Dominion Breweries, Ltd., Great South Road, Otahuhu, Auckland.

Minchor, Gordon, Pollen Street, Thames.

Paine Bros., Cameron Street, Whangarei.

Passenger Transport Co., Ltd., Great South Road, Otahuhu.

Winstone Ltd., 69 Queen Street, Auckland.

WELLINGTON INDUSTRIAL DISTRICT

Auto Wreckers, Ltd., corner of Wakefield and Tory Streets, Wellington.

Central Service Station, Jervois Quay, Wellington.

Denhard Bakeries, Ltd., 194 Adelaide Road, Wellington.

Nu Treads, Ltd., 66 Taranaki Street, Wellington.

New Zealand Retail Motor Trade Association (Inc.), Courtenay Place, Wellington.

Palmerston North City Council, Palmerston North.

Shell Oil Co. of New Zealand, Ltd., A.M.P. Buildings, Customhouse Quay, Wellington.

Vesta Battery Co., Pty., Ltd., Camperdown Road, Miramar, Wellington.

Wellington Gas Co., Courtenay Place, Wellington.

TARANAKI INDUSTRIAL DISTRICT

Auto Parts, Ltd., Devon Street, New Plymouth.
 Auto Radiators (Taranaki), Ltd., Devon Street West, New Plymouth.
 Europa Service Station, Devon Street, New Plymouth.
 Farmers' Co-operative Organization Society, Ltd., Princes Street,
 Hawera.
 International Harvester Co. (N.Z.), Ltd., Burns Street, Hawera.
 Midhirst Co-operative Dairy Co., Ltd., Midhirst.
 New Plymouth Borough Council, Liardet Street, New Plymouth.
 Newton King, Ltd., Currie Street, New Plymouth.
 Para Rubber Co., Ltd., Union Street, Hawera.

MARLBOROUGH INDUSTRIAL DISTRICT

Beavon, A. E., Grove Road, Blenheim.
 Blenheim Dairy Factory, St. Andrews, Blenheim.
 Coker, L. W., Auto and Electrical Engineers, Queen Street, Blenheim.
 Fairweather and Sons, Scott Street, Blenheim.
 Marlborough Engineering Works, Horton Street, Blenheim.
 Newman Bros., Ltd., High Street, Blenheim.
 New Zealand Refrigerating Co., Freezing Works, Picton.
 Wintringham and Sons, High Street, Blenheim.

NELSON INDUSTRIAL DISTRICT

Ingram's Garage, Bridge Street, Nelson.
 Smart, G. M., Ford Service Station, Victoria Avenue, Nelson.
 Wyber, Motor Engineer, Hardy Street, Nelson.

WESTLAND INDUSTRIAL DISTRICT

Greymouth Motors, Ltd., Tainui and Guinness Streets, Greymouth.
 Kilkenny, J., Westport.
 Wild and Bessett, Revell Street, Hokitika.
 Woodhouse, R. F., Tainui Street, Greymouth.

CANTERBURY INDUSTRIAL DISTRICT

Adams Ltd., 154 High Street, Christchurch.
 Andrews and Beaven, Ltd., Moorhouse Avenue, Christchurch.
 Apex Tyre Retreading Co., 85 Victoria Street, Christchurch.
 Ashburton Dairy Co., Ashburton.
 Aulsebrook and Co., Ltd., 72 St. Asaph Street, Christchurch.
 Auto Parts, Ltd., 48 Tuam Street, Christchurch.
 Brosnan, A. M., Car Electrician, Durham Street, Christchurch.
 Crozier, David, Ltd., Worcester Street, Christchurch.
 Dominion Motors, Ltd., Gloucester Street, Christchurch.
 Fairlie and Co., 140 King Street, Sydenham, Christchurch.
 Goodrich Silvertown Tyres, 226 Tuam Street, Christchurch.
 Hope Gibbons, Ltd., Hereford Street and Latimer Square, Christchurch.
 International Harvester Co., 187 Cashel Street, Christchurch.
 New Zealand Express Co., Ltd., Manchester Street, Christchurch.
 New Zealand Farmers' Co-operative Association, Cashel Street, Christchurch.
 New Zealand Newspapers, Ltd., The Square, Christchurch.
 Todd Motors, Victoria Street, Christchurch.
 Vesta Battery Co., Cambridge Terrace, Christchurch.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Auto Electrics (Otago), Ltd., 18 Carroll Street, Dunedin.

Auto Parts (Otago), Ltd., 18 Carroll Street, Dunedin.

Broadway Parking and Petrol Station, Ltd., MacLaggan Street, Dunedin.

Cadbury, Fry, Hudson, Ltd., 30 Castle Street, Dunedin.

Cooke, Howlison, and Co., Ltd., 55 Hanover Street, Dunedin.

International Harvester Co. of New Zealand, Ltd., MacLaggan Street, Dunedin.

New Zealand Express Co., Ltd., Bond Street, Dunedin.

Otago Tyre Service, 50 King Street, Dunedin.

Peninsula Motor Service, Ltd., Bond Street, Dunedin.

Scott, W. A., and Sons, 183 George Street, Dunedin.

Stevenson, M., Ltd., corner of Fish and Willis Streets, Dunedin.

Vesta Battery Co. (Aust.), Ltd., 6 Carroll Street, 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 8th day of November, 1948, and shall continue in force until the 8th day of November, 1949, 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 3rd day of November, 1948.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

PART I.—MOTOR MECHANICS, ASSEMBLERS, VULCANIZERS, BATTERY-WORKERS, WRECKERS, AND THEIR ASSISTANTS

Interpretation

1. (a) (i) "Motor mechanics' work" shall mean and include fitting, turning, motor electrical, and other work in the manufacture and/or repair of parts of motor-vehicles.

(ii) "Motor mechanic" shall mean a worker engaged on motor mechanic's work, and shall include a motor electrician.

(iii) "Certified motor mechanic" is one who holds the Certified Motor Mechanic's certificate issued by the New Zealand Motor Trade Certification Board.

(iv) "'A' Grade motor mechanic" is one who has passed the appropriate examination conducted by the New Zealand Motor Trade Certification Board or the equivalent Government examination and holds the official certificate.

(b) "Assemblers" are adult workers who are substantially engaged in assembling the parts of new motor-vehicle chassis as imported.

(c) "Vulcanizers" are adult workers, other than garage attendants employed on a weekly basis, who are engaged in repairing covers and tubes, including vulcanizing and re-treading.

(d) "Battery-workers" are adult workers substantially employed at reconditioning, repairing, and maintenance of batteries.

(e) "Wreckers" are adult workers employed on the wrecking of motor-vehicles and salvaging parts of same.

(f) "Vulcanizers' assistants" are youths engaged in the work set out in clause 1 (c).

(g) "Battery-workers' assistants" are youths engaged in the work set out in clause 1 (d).

(h) "Wreckers' assistants" are youths engaged in the work set out in clause 1 (e).

(i) "Improvers" are workers who have served five years as assistants or apprentices to motor engineering and who have not taken the course in motor engineering and passed the examination as provided in clause 7.

(j) "Inspectors" are workers whose duties consist of checking work performed by assemblers and/or motor mechanics.

(k) Foremen: This award shall not apply to foremen in establishments in which at least six mechanics are employed and who are substantially employed in supervising work.

Hours of Work

2. (a) Save as otherwise provided herein, forty hours shall constitute an ordinary week's work for all workers, and such hours shall be worked between 8 a.m. and 5 p.m. on the first five days of the week, Monday to Friday inclusive.

(b) In assembly-works the hours shall be forty per week, to be worked between the hours of 7.30 a.m. and 5 p.m. from Monday to Friday inclusive.

Wages

3. (a) The minimum rates of wages shall be as follows:—

		Per Hour.	
		s.	d.
"A" Grade motor mechanics	3 10
Inspectors	3 10
Certified motor mechanics	3 8
Motor mechanics	3 7
Assemblers	3 5 $\frac{1}{4}$
Vulcanizers	3 5 $\frac{1}{4}$
Battery-workers	3 5 $\frac{1}{4}$
Improvers	3 5 $\frac{1}{4}$
Wreckers	3 4 $\frac{1}{2}$

(b) *Vulcanizers', Wreckers', and Battery-workers' Assistants.*—Vulcanizers' assistants, wreckers' assistants, and battery-workers' assistants shall be paid in accordance with the schedule of wages for garage assistants in subclause (e) of clause 9 hereof.

(c) Where youths are employed at assemblers' work they shall be paid not less than the rate specified for adult assemblers.

(d) When a worker is engaged on welding-work he shall be paid 2½d. per hour extra while so engaged.

(e) Buffers, bench workers, and moulders employed at retreading or recapping work shall be paid 1½d. per hour extra while so employed.

Overtime

4. (a) All work done in excess or outside of the hours mentioned in clause 2 hereof shall count as overtime, and shall be paid for at the rate of time and a half for the first three hours in any one day, and thereafter double time until the ordinary time for commencing work next morning if worked continuously, with the exception of an interval for meals. Work done on Saturday between 8 a.m. and 12 noon shall be paid for at time and a half rates.

(b) Workers required to commence work between the hours of 6 a.m. and the ordinary time for commencing work shall be paid at the rate of time and a half for such time.

(c) No worker shall be required to work continuously for more than four and a half hours without an interval for a meal.

(d) When a worker is called back after reaching his home, he shall be paid a minimum of two hours at rate and a half up to 9 p.m. and double time thereafter.

(e) Any worker who is called back after reaching his home, or who may work continuously until after the cessation of public wheeled traffic, or who may cease work before the ordinary time of the starting of such traffic, shall be paid for time travelling to his home, computed at three miles an hour, at ordinary rates of pay.

Meal-money

5. The employer shall allow meal-money at the rate of 2s. 3d. 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.

Tools

6. Workers supplying their own tools shall be paid $\frac{3}{4}$ d. per hour extra. The following schedule of tools or suitable alternatives shall qualify for payment under this clause: a set of box-spanners, Whitworth S.A.E. metric and B.S.F. set spanner $\frac{1}{4}$ to $\frac{3}{4}$ inclusive, and ring spanners $\frac{1}{4}$ to $\frac{3}{4}$ inclusive.

Improvers

7. 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 the 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 3s. 5 $\frac{1}{4}$ d. per hour: Provided always that an apprentice who has taken the prescribed course in motor engineering at a technical college or correspondence school and has passed the final examination set by a technical college on completion of such course shall rank as a journeyman motor mechanic on completion of five years' service as an apprentice and shall not be required to serve as an improver.

PART II.—GARAGE EMPLOYEES

Interpretation

8. (a) "Garage attendants" are adult workers who are substantially engaged in supplying petrol and oil, washing, cleaning, polishing, greasing, or oiling motor-vehicles, doing minor repairs to tires and tubes, watering batteries, parking of vehicles, and carrying out unskilled work covered by this award.

(b) "Kerrick Kleaner operators" are adult workers engaged operating Kerrick Kleaner cleaning-machines or similar cleaning-machines.

(c) "Garage assistants" are youths engaged in the work set out in clause 8 (a).

(d) "Adult workers" are workers of twenty-one years of age or over.

(e) "Youths" are workers under twenty-one years of age.

Conditions Relating to Garage Attendants and/or Kerrick Kleaner Operators

9. (a) There shall be three classes of garage attendants covered by the provisions of this clause, viz. :—

- (i) Adult garage attendants and/or Kerrick Kleaner operators employed by the week, and hereinafter referred to as “weekly workers”:
- (ii) Adult garage attendants and/or Kerrick Kleaner operators employed by the hour, and hereinafter referred to as “hourly workers”:
- (iii) Assistant garage attendants employed by the week, and hereinafter referred to as “assistants.”

The employer shall stipulate at the time of engagement whether a worker is to be classified as an “hourly” worker or a “weekly” worker, and such classification shall not be changed without giving the worker forty-eight hours’ notice.

(b) A week’s work shall consist of forty hours, to be worked within the following span of hours: Monday, Tuesday, Wednesday, Thursday, 7.30 a.m. to 6 p.m.; Friday (or the late night observed for the locality), 7.30 a.m. to 8 p.m.; Saturday, 7.30 a.m. to 12 noon; except in the case of garage attendants employed on an hourly basis, whose daily hours shall be worked between 8 a.m. and 5.30 p.m. from Mondays to Fridays inclusive, and 8 a.m. to 12 noon on Saturday.

(In the event of the Motor-spirits Retail Hours Regulations 1946 being revoked, the hours provided for in this subclause shall be open for review by the parties hereto.)

(c) All work done in excess or outside of the hours mentioned in subclause (b) hereof shall count as overtime, and shall be paid for at the rate of time and a half for the first three hours in any one day and thereafter double time. Work done on Saturdays between 8 a.m. and 12 noon shall be paid for at time and a half rates.

(d) All broken shifts shall be completed within twelve hours and shall not comprise more than two periods in any one day. Every endeavour shall be made to keep the percentage of broken shifts to straight shifts as low as possible.

(e) *Wages.*—The minimum rates of wages shall be as follows:—

Weekly worker substantially employed operating a Kerrick Kleaner: £7 8s. per week.

Hourly rate for Kerrick Kleaner workers: 3s. 9½d. per hour.

Garage attendants, weekly workers: £6 12s. 3d. per week.

Garage attendants, hourly workers: 3s. 4½d. per hour.

Assistants. The minimum weekly wages for garage assistants shall be as follows:—

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	30/-	35/6	41/6	47/6	53/-	59/-	64/6	71/-	82/-	93/-
16 to 17..	33/-	38/-	44/-	49/-	56/-	62/-	70/-	76/-	82/-	93/-
17 to 18..	38/-	43/6	49/-	55/-	64/-	72/-	81/-	92/-	..	..
18 to 19..	49/-	54/-	62/-	70/-	80/-	91/-	..	..	..	..
19 to 20..	62/-	67/-	78/-	90/-	..	..	..	..	..	..
20 to 21..	77/6	88/-	..	..	..	..	..	..	..	..

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.

(f) A garage assistant as defined in clause 8 (c) shall not be left in charge of a petrol-pump or a petrol service station unless the employer or other adult worker is present, except when the employer or adult worker is absent during the meal-hour or on urgent business for a period not exceeding one hour in any one day.

(g) Kerrick Kleaner operators shall be supplied with protective clothing.

Emergency Station Operators

10. Workers employed on emergency stations operating under Motor-spirits Retail Hours Regulations 1946 shall be employed under a separate engagement as casual workers.

PART III.—GENERAL CONDITIONS RELATING TO ALL CLASSES OF WORKERS

Holidays

11. (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 Show Day. If any of the above holidays, except Anzac Day, fall on a non-working day, they shall be observed on the first working day or days thereafter.

(b) Workers who are entitled to be paid for the holidays set out in subclause (a) of this clause shall be all those who have been working at any time during the fortnight ending

on the day on which the holiday occurs. No payment over and above an 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.

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

(d) Annual holidays shall be granted in accordance with the provisions of the Annual Holidays Act, 1944.

(e) As an alternative to being paid double time, when a worker employed under Part II works on any of the holidays set out in subclause (a) hereof he may elect, with the consent of his employer, to have added to the annual holiday allowed to him in accordance with the provisions of the Annual Holidays Act, 1944, an additional day for each holiday so worked.

Shift-work

12. (a) Shifts may be worked as required by the employer. In factories or workshops a worker required to work less than four days on shift-work outside the hours prescribed in clause 2 shall be paid at overtime rates, but if he is required to work more than four morning, afternoon, or night shifts he shall instead be paid the sum of 3s. per shift in addition to his ordinary wage.

(b) When a worker is required to commence a shift with less than an eight-hour break from completing a previous shift, he shall be paid double rates for such shift.

Proportion

13. The proportion of garage assistants and/or vulcanizers' and/or battery-workers' and/or wreckers' assistants shall be one assistant for every three or fraction of three adults employed.

Kerrick Kleaners Other than those Employed under Clause 9

14. A worker operating a Kerrick Kleaner (other than those substantially employed as Kerrick Kleaner operators) shall be paid 3s. 4d. per day or portion of any day upon which he is so employed additional to his normal rate of pay. Where youths or apprentices are employed as Kerrick Kleaner operators they shall be paid not less than the rates specified for adult Kerrick Kleaner operators. Mechanics or apprentices who casually use Kerrick Kleaners for cleaning mechanical parts of motor-vehicles under repair shall be excluded from the provisions of this clause.

Salesmen

15. This award shall not apply to errand-boys or to salesmen or demonstrators, or to those persons who may occasionally do simple road adjustments, or to the driver of a car, although he may from time to time effect road repairs to the car or cars which he is employed to drive.

Outside Work

16. (a) For outside work beyond one-mile radius from the employer's place of business the employer shall convey the worker or pay his fare both ways. When the worker is employed on such work that he is unable to return to his home at night, 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 extent than eight hours in one day.

Accidents

17. A first-aid compressed kit, fully maintained, shall be kept in a convenient and accessible place in every works. The kit may be inspected once a month by a union official. There shall also be convenience for a supply of hot water.

Lockers and Other Conveniences

18. (a) Suitable lockers or a suitable room shall be provided for the safe keeping of workers' clothes, and reasonable washing facilities with hot water, and a sufficient supply of boiling water at meal-times.

(b) A ten-minute rest period shall be allowed each morning and afternoon.

Pit Accommodation and Shelter

19. (a) An employee required to work under a motor-vehicle where a pit is not available shall be supplied with a creeper.

(b) Suitable stands shall be provided to ensure against accidents where jacks are used.

(c) Reasonable shelter shall be provided for workers required to work in the open.

(d) Where portable electrically driven and other portable electrical equipment is in use, every care shall be taken to see that it is properly insulated. Workers shall immediately report to the foreman any defect in such equipment.

Clothing-allowance

20. Battery-workers, garage attendants, and mechanics, excepting those workers employed on the assembling of new vehicles and work incidental thereto, shall be provided with two suits of overalls per annum, which shall be laundered at the employer's expense. Alternatively, such workers shall be paid 5s. per week extra as a clothing-allowance, in which case the worker so paid will be obliged to have his overalls laundered at least once weekly at his own expense.

Right of Entry

21. (a) The secretary or other authorized representative of the union of workers shall, with the consent of the employer or his representative (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 upon matters arising out of the award, but not so as to interfere unreasonably with the employer's business.

(b) The employer shall give recognition to any worker who is appointed as shop steward for the particular department in which he is employed.

Disputes

22. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned, or a representative of the New Zealand Motor Trade Industrial Union of Employers acting on his behalf, and an authorized representative of the worker's union, and in default of any agreement being arrived at, the matter shall be referred to the Conciliation Commissioner, who may decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party and the Commissioner within fourteen days after such decision shall have been communicated to the party desiring to appeal.

Payment of Wages

23. (a) Wages shall be paid weekly not later than Thursday and within working-hours.

(b) Notwithstanding anything else contained in this award, an employer may make a rateable deduction from the wages of any worker for time lost through sickness, accident, default, or through the worker's voluntary absence with the consent of the employer.

Termination of Employment

24. One week's notice of termination of employment of weekly workers shall be given by either party, and one hour's notice in the case of hourly workers; but this shall not affect the employer's right to dismiss a worker without notice for serious misconduct.

Workers to be Members of Union

25. (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.)

(d) Within one month after the date of coming into operation of this award each employer shall, if requested by the secretary of the union, either supply him with a list of

all those workers in his employ covered by this award or provide facilities for the secretary to obtain this list. Thereafter, at intervals of not less than three months, each employer shall, if required by the secretary of the union, supply a list of employees engaged since the last list was supplied.

Under-rate Workers

26. (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

27. (a) Andrews and Beaven, Ltd.; National Mortgage and Agency Co. of New Zealand, Ltd.; Massey, Harris, Co., Ltd.; International Harvester Co. of New Zealand, Ltd.; John Chambers and Son, Ltd.; and Dominion Motors, Ltd., are

exempt from the provisions of the clauses in this award relating to hours of work, wages, overtime, and outside work in connection with adjusting and servicing tractors and power-driven machinery on farms, and industrial tractors wherever used; but in lieu of the hours' provision in the award workers may work 160 hours in each four-weekly period throughout the year, and/or when servicing power-driven harvesting machinery they may work 180 hours in each four-weekly period between the 1st December and 31st March.

Time worked in any specified period in excess of the hours previously stated shall be paid for at time and a half rates for the first three hours and double time thereafter, and, unless in cases of emergency, no work shall be done on Sundays or holidays.

Workers employed on the 160-hour basis shall be paid not less than £8 per week throughout the year. Workers employed on the 180-hour basis shall be paid £8 6s. 8d. per week throughout the year. Workers employed under this section shall be provided with or paid for necessary travelling-expenses, including board and lodging.

Workers employed under this provision shall receive an annual holiday of two weeks on full pay upon completion of twelve months' service, and if for any reason the employment is determined before the completion of the twelve months' service the worker shall receive a proportionate holiday payment.

No worker in receipt of a higher wage shall have his wage reduced by operation of this award.

(b) The provisions of subclause (e) of clause 4 shall not apply to workers regularly employed on night shift by Winstone Ltd., Auckland, provided the said workers are paid 6d. per mile when travelling homeward on finishing work after the cessation of public wheeled traffic.

(c) The undermentioned companies shall be exempt from this award in respect of workers employed by them in their motor-vehicle-assembly plants in the Wellington Industrial District:—

Austin Distributors Federation (New Zealand), Ltd.,
McKenzie Street, Petone.

Ford Motor Co. of New Zealand, Ltd., Seaview Road,
Lower Hutt.

General Motors (N.Z.), Ltd., Bouverie Street, Petone.
Todd Motor Industries, Ltd., McKenzie Street, Petone.

Application of Award

28. 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 associa-

tion, 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

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

Term of Award

30. This award shall come into force on the 8th day of November 1948, and shall continue in force until the 8th day of November, 1949.

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 3rd day of November, 1948.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The matters settled by the Court were as follows: rates of wages for "A" Grade motor mechanics, inspectors, certified motor mechanics, motor mechanics, and wreckers; welding-allowance (clause 3 (d)); minimum overtime call-back (clause 4 (d)); holidays and transference of holidays (clause 11 (a)); rates of wages and holidays for workers employed under clause 27 (a).

The rates of remuneration prescribed in the award are *not* to be increased by the application of the provisions of the Court's general orders of 9th August, 1940, and 31st March, 1942.

A. TYNDALL, Judge.
