

## NEW ZEALAND ENGINEERS' DRAUGHTSMEN—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 association, union, firms, and companies (hereinafter called "the employers") :—

New Zealand Federated Ironmasters' Industrial Association of Employers,  
8-12, The Terrace, Wellington.

#### NORTHERN INDUSTRIAL DISTRICT

Auckland Ironmasters' Industrial Union of Employers, O'Connell Street,  
Auckland.

Fraser, George, and Sons, Ltd., Stanley Street, Parnell, Auckland.

Mason Bros. Engineering Co., Ltd., Pakenham Street, Freeman's Bay,  
Auckland.

Mason and Porter, Ltd., Cleveland Road, Parnell, Auckland.

Niven, J. J., and Co., Ltd., 24-30 Bryce Street, Hamilton.

Price, A. and G., Ltd., Engineers, Thames.

#### WELLINGTON INDUSTRIAL DISTRICT

Berry Engineering Works, Palmerston North.

Cable, William, and Co., Ltd., Hutt Road, Kaiwarra, Wellington.

Luke Bros., Ltd., Cable Street, Wellington.

Pallo Engineering, Ltd., 96 Courtenay Place, Wellington.

Precision Engineering Co., Ltd., 77 Kent Terrace, Wellington.

#### CANTERBURY INDUSTRIAL DISTRICT

Andersons Ltd., Woolston, and Lyttelton.

Booth, MacDonald, and Co., Ltd., Carlyle Street, Christchurch.

Canterbury Engineering Co., Ltd., 68 Kilmore Street, Christchurch.

Christchurch Gas Co., Ltd., Christchurch.

Duncan, P. and C., Ltd., 196 Tuam Street, Christchurch.

Graham, P., and Sons, Ltd., St. Asaph Street, Christchurch.

Mercer, J., and Sons, Ltd., 54 Oxford Street, Christchurch.

Niven, J. J., and Co., Ltd., 558 Colombo Street, Christchurch.

Price, W. H., and Son, Ltd., 34 Manchester Street, Christchurch.

Taylor's Ltd., 643 Colombo Street, Christchurch.

Vale and Co., Ltd., 141 Armagh Street, Christchurch.

#### OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Burt, A. and T., Ltd., 211 Stuart Street, Dunedin.

Dunedin Engineering Co., Ltd., Willis Street, Dunedin.

Johnston, J., and Son, Ltd., 72 Leet Street, Invercargill.

McGregor, John, and Co., Ltd., Mason Street, Dunedin.

Sparrow, Joseph, and Sons, Ltd., 56 Rattray Street, Dunedin.

Stevenson and Cook Engineering Co., Ltd., Beach Street, Port Chalmers.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939, 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 as hereinafter provided and shall continue in force until the 31st day of January, 1950, 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 9th day of March, 1949.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

##### *Application of Award*

1. This award shall apply to draughtsmen as defined in clause 2 hereof, but it shall not apply to any draughtsman who is in receipt of a salary of £550 per annum or more.

##### *Definition*

2. For the purposes of this award a draughtsman is a worker who has had five years' experience in drawing and the preparation of design and estimates of engineering construction and who is employed for

more than half his time in a drawing-office upon any of the above classes of work ; but the conditions of this award shall not apply to any worker engaged as a civil or architectural draughtsman.

#### *Hours of Work*

3. Forty hours shall constitute a week's work, of which eight hours shall be worked on each day from Monday to Friday inclusive between the hours of 7.30 a.m. and 5 p.m. The time of starting and ceasing work between these hours shall be arranged in each establishment, with a break of not more than one hour for lunch. It shall be sufficient compliance with this clause in the case of J. J. Niven and Co., Ltd., Wellington, if, where draughtsmen are employed in the office of the company separate from the works, the usual office-hours are observed in lieu of the hours hereinbefore specified.

#### *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 and double time thereafter.

(b) 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.

#### *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).

(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 any of the above holidays or on Sundays or 2nd January, double time shall be paid.

(d) The provisions of the Public Holidays Act, 1910, and its amendments, which deal with the observance of and the payment for holidays which fall on Saturdays and Sundays, shall apply to the holidays specified in this award.

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

*Wages*

6. The minimum rate of wages for tradesmen draughtsmen shall be £8 per week.

*Engineering Students*

7. Any student of any recognized University engineering college in the Dominion who engages himself to any employer party to this award for the purpose of obtaining practical experience to supplement his theoretical training during the vacation periods shall be exempt from the provisions of this award: Provided that this shall not entitle an employer to dismiss a worker in order to make room for a student.

*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 or 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 3s. 10½d. per hour.

*General Provisions*

9. (a) All materials shall be supplied by the employer, and a suitable office, correctly lighted and heated, shall be provided for carrying out draughtsmen's work.

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

(c) A tradesman draughtsman as defined in clause 2 hereof, required to provide his own instruments and tools, shall supply such instruments and tools, and shall be paid 1s. per week for any week in which he works for three full days or more.

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

*Sanitary and Other Conveniences*

10. It shall be the duty of the employer to provide suitable individual lockers if required wherein the employees may keep their clothes, good ventilation, and proper sanitary arrangements, also a sufficient supply of boiling water at meal-hours and for washing at knock-off times. "Suitable lockers" means lockers in which clothes may be hung up.

*Right of Entry*

11. The secretary or other full-time authorized representative of the local union 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.

*Workers to be Members of Union*

12. (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*

13. (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.

#### *Matters Not Provided For*

14. If a 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 two representatives of the union and two 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 of Arbitration, which may amend the decision in any way as, after hearing the parties, it may consider necessary or desirable.

#### *Scope of Award*

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

(b) 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.

#### *Term of Award*

16. This award, in so far as it relates to rates of wages, shall be deemed to have come into force on the 14th day of February, 1949, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 31st day of January, 1950.

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 9th day of March, 1949.

[L.S.]

A. TYNDALL, Judge.

## MEMORANDUM

The award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

Wages have been made payable retrospectively, in accordance with the agreement of the parties.

The assessors desire the following statement to be recorded:—

“In reaching agreement upon the rate of remuneration for draughtsmen, the assessors also agreed that should the Court of Arbitration increase rates in a standard wage pronouncement on the applications now before the Court, the increase agreed upon shall be taken into account, provided that the new rates for draughtsmen shall not be less than the new rates for patternmakers and toolmakers in the New Zealand Metal Trades Employees' award.”

A. TYNDALL, Judge.

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NEW ZEALAND ENGINEERS' DRAUGHTSMEN—AMENDMENT  
OF AWARD

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

In the Court of Arbitration of New Zealand.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and the Economic Stabilization Emergency Regulations 1942; and in the matter of the New Zealand Engineers' Draughtsmen's award, dated the 9th day of March, 1949, and recorded in 49 Book of Awards.

In pursuance and exercise of the powers vested in it by the Economic Stabilization Emergency Regulations 1942, and of every other power in that behalf thereunto enabling it, this Court, for the purpose of giving effect to the pronouncement made by it on the 12th day of April, 1949, doth hereby order as follows:—

1. That the said award shall be amended by deleting clause 6 and substituting therefor the following clause:—

*“Wages*

“6. The minimum rate of wages for tradesmen draughtsmen shall be £8 4s. 8d. per week.”

2. That this order shall come into force on the 1st day of June, 1949.

Dated this 10th day of May, 1949.

[L.S.]

A. TYNDALL, Judge.

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

In the Court of Arbitration of New Zealand.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and the Economic Stabilization Emergency Regulations 1942; and in the matter of the New Zealand Engineers' Draughtsmen's award, dated the 9th day of March, 1949, and recorded in 49 Book of Awards 535.

IN pursuance and exercise of the powers vested in it by Regulation 39A of the Economic Stabilization Emergency Regulations 1942, and upon application made in that behalf by the union of workers party to the New Zealand Engineers' Draughtsmen's award, dated the 9th day of March, 1949, and recorded in 49 Book of Awards 535; this Court doth hereby order as follows:—

1. That the said award (as amended by order of the Court dated the 10th day of May, 1949) shall be further amended by deleting clause 6 and substituting therefor the following clause:—

“ *Wages*

“ 6. The minimum rate of wages for tradesmen draughtsmen shall be £8 6s. 8d. per week.”

2. That this order shall be deemed to have come into force on the 1st day of June, 1949.

Dated this 31st day of October, 1949.

[L.S.]

A. TYNDALL, Judge.