

**AUCKLAND CITY COUNCIL ENGINEERS, COACHWORKERS AND
MOTOR MECHANICS—INDUSTRIAL AGREEMENT**

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Economic Stabilization Regulations 1950; And in the matter of the industrial agreement, made on the 24th day of November, 1949, between the New Zealand Engineering, Coachbuilding, Aircraft, and Related Trades' Industrial Union of Workers and the Auckland City Council.

WHEREAS by the Economic Stabilization Regulations 1950 it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act: and whereas it is provided further that no such industrial agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the industrial agreement made on the 24th day of November, 1949, between the New Zealand Engineering, Coachbuilding, Aircraft, and Related Trades' Industrial Union of Workers, of the one part, and the Auckland City Council, of the other part: Now therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said industrial agreement for the purposes of the said regulations.

Dated this 1st day of May, 1950.

[L.S.]

A. TYNDALL, Judge.

**AUCKLAND CITY COUNCIL ENGINEERS, COACHWORKERS AND
MOTOR MECHANICS—INDUSTRIAL AGREEMENT**

THIS Industrial Agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 24th day of November, 1949, between the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers, (hereinafter referred to as "the union") and the Auckland City Council, (hereinafter referred to as "the employer") witnesseth that it is hereby mutually agreed and declared between the union and the employer as follows:—

That, as between the parties hereto, the terms, conditions and provisions herein contained shall be binding on the said parties, and the said terms, conditions and provisions shall be

deemed to form part of this agreement; and, further, the said parties shall respectively do, observe and perform every matter and thing by this agreement and by the said terms, conditions and provisions respectively required to be done, observed and performed, and shall not do anything in contravention of this agreement.

1. *Application of Agreement*

This industrial agreement shall apply to metal tradesmen and their assistants in the employ of the Auckland City Council and shall include motor-mechanics, fitters, turners, welders, blacksmiths, coach-workers, garage attendants, vulcanizers, members of the New Zealand Engineering, Coach-building, Aircraft and Related Trades Industrial Union of Workers.

2. *Hours of Work*

Not more than forty (40) hours shall constitute an ordinary week's work, such hours to be worked between the hours of 7.30 a.m. and 5 p.m. Monday to Friday inclusive with not more than eight (8) hours per day.

3. *Overtime*

Overtime shall be calculated on a daily basis and 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 (3) hours and thereafter double time until the ordinary time of commencing work next morning. All call-backs shall be at double normal rates.

4. *Wages*

The wages of journeymen shall be not less than £8 11s. 8d. per week, (4s. 3½d. per hour), and for helpers not less than £7 17s. 6d. per week, (3s. 11¼d. per hour).

5. *Terms of Engagement*

Except in the case of casuals, the employment shall be deemed to be a weekly one and not less than one (1) week's notice of termination shall be given on either side. This shall not prevent the employer from dismissing any worker without the above notice for good substantial cause, subject in all cases to the workers' right to appeal to the appropriate authorities.

6. *Deductions*

The employer may make a rateable deduction from the weekly wage for any time lost by a worker through sickness, accident or default of the worker, provided that in the case of sickness or accident arising from employment, no deduction shall be made if the worker is absent for less than three days, but the omission by the employer to make such last-mentioned deduction shall in no wise be construed as a payment to the worker under the Workers Compensation Act 1922 and its amendments, or as an admission of liability thereunder.

7. *Holidays*

(a) The following shall be recognized holidays on pay: Christmas Day, Boxing Day, New Year's Day, 2nd January, Anniversary Day, Good Friday, Easter Monday, Anzac Day, birthday of the reigning Sovereign, Labour Day and any other day which may be proclaimed by the Government or employing authority as a public holiday. For work done on any of the above holidays or on Sundays, double time shall be paid.

(b) Where any of the above holidays except Anzac Day, falls on a Saturday or Sunday, such holiday shall be observed on the first following normal working day.

(c) Annual holidays shall be allowed in accordance with the Annual Holidays Act and its amendments.

8. *Special Payments*

(a) *Tool Money*.—Workers required to supply their own hand tools shall be paid a tool allowance of 1d. per hour.

(b) *Welding Money*.—Workers employed welding, shall be paid welding money at the rate of 1s. up to four (4) hours in a day and 1s. 6d. for over four (4) hours. Welders shall also be supplied with leather aprons and goggles or helmets and gauntlets or gloves.

(c) *Clothing*.—All workers except blacksmiths and strikers, shall be supplied with over-alls as required, such over-alls to be laundered at the employer's expense. Alternatively, 1½d. per hour extra shall be paid as a clothing allowance in which case the worker so paid will be obliged to have his over-alls laundered at least once weekly at his own expense. Blacksmiths and strikers shall be supplied with leather aprons.

(d) Charge hands shall receive 2s. per day extra.

(e) Foremen shall be paid 3s. 4d. per day extra.

(f) Kerrick cleaner operators shall be paid 3s. 4d. per day or part thereof extra.

(g) On the termination of his employment or when requested by the employer the worker shall return in good order and condition, fair wear and tear excepted, all clothing held under this clause, and if a worker fails to return the clothing, the value of same after allowing for fair wear and tear may be deducted from the wages or other moneys due to him.

9. *Dirty Work*

(a) Where the conditions of work are more injurious to health or clothing than normal working conditions then the worker so employed shall be paid 3d. per hour extra for the time he is actually engaged at such work, with a minimum payment of 1s. per day.

(b) What is to be determined as dirty work shall be a matter of mutual agreement between the employer and the worker or a representative of the union, and should they be unable to agree, the matter shall be referred to the local Inspector of Awards, whose decision shall be final; but such reference shall not involve the stoppage of work.

(c) This clause shall not apply where a special rate of wages has been provided for special classes of work.

10. *Special Provisions*

(a) The employer shall provide adequate washing facilities with hot water, and provisions for hot and cold showers, adequate mess facilities and locker accommodation, and shall see that such facilities are kept clean.

(b) A ten minute rest period shall be allowed in the morning and afternoon to all workers.

11. *Access to Workshops*

The secretary, or other duly authorized officer of the union, shall, with the consent of the employer (which consent shall not be unreasonably withheld) be entitled to enter at all reasonable times upon the premises, the works, or the vehicles controlled by the employer, and there to interview any worker or workers, but not so as to interfere unreasonably with the employer's business.

12. *Workers to be Members of the Union*

(a) Subject to the provisions of section 18 (5) of the Industrial Conciliation and Arbitration Amendment Act, 1936, it shall not be lawful for any employer bound by this agreement, to employ or to continue to employ in any position or

employment, subject to this agreement, any adult person who is not for the time being a member of an Industrial Union of Workers bound by this agreement.

(b) For the purpose of sub-clause (a) of this clause, a person of the age of 18 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 Agreement for workers of the age of 21 years and upwards shall be deemed to be an adult.

(NOTE.—Attention is drawn to sub-section 4 of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

13. *Meal Allowance*

The employer shall supply a suitable meal or allow meal money at the rate of 2s. 6d. 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 an hour, in which case the meal allowance need not be paid.

14. *Payment of Wages*

Except in approved cases wages shall be paid in full weekly in cash and not later than Thursday during working hours. Wage calculations shall be based on the calendar week ending midnight Saturday, which, for the purpose of this agreement, shall be deemed to be the end of the working week.

15. *Casual Workers*

A worker engaged for less than one week shall be termed a casual, and such worker shall be paid *pro rata* for the time worked at a rate of 10 per cent. more than the appropriate rate for weekly workers in clause 4. The *pro rata* rate payable shall be calculated on a hourly basis computed from the number of hours fixed in clause 2 as a maximum weekly number of hours which may be worked by weekly workers.

16. *Disputes*

The essence of this agreement 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 agreement, or any of them, as to

any matter whatsoever arising out of or connected therewith and not dealt with in this agreement 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, if required by either party, 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 to appeal to the Court of Arbitration 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.

17. *Term of Agreement*

(a) This agreement insofar as it relates to wages shall be deemed to have come into force on the first day of April, 1949, and shall continue in force for one (1) year.

(b) Insofar as all other conditions are concerned, shall come into force on the date hereof.

Signed on behalf of the Auckland City Council pursuant to a resolution of the said Council passed on the 24th day of November 1949—

J. A. C. ALLUM, Mayor.
LEONARD J. COAKLEY, Councillor.
A. S. BAILEY, Councillor.
F. J. GWILLIAM, Assistant Town Clerk.

Signed on behalf of the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers—

S. GLADING, President.
J. NEALE, Secretary.