

NEW ZEALAND (EXCEPT MARLBOROUGH AND WESTLAND) FARM  
MACHINERY SERVICEMEN—AWARD

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Nelson, Canterbury, and Otago and Southland Industrial Districts—In the matter of the Industrial Conciliation and Arbitration Act 1954; 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 under-mentioned firms and companies (hereinafter called “the employers”):

NORTHERN INDUSTRIAL DISTRICT

Gordon Vacuum Break Milkers Ltd., 44 Albert Street, Auckland.  
Gough, Gough, and Hamer Ltd., 48–50 Federal Street, Auckland.  
International Harvester Co. Ltd., corner Selwyn Terrace and Fox Street, Parnell, Auckland.  
Macewans Machinery Ltd., Fort Street, Auckland.  
Wallace, D. McL., Ltd., Khyber Pass, Newmarket, Auckland.

TARANAKI INDUSTRIAL DISTRICT

Gordon Vacuum Break Milkers Ltd., Broadway, Stratford.  
Macewan, J. B., and Co. Ltd., 39–43 King Street, New Plymouth.  
Newton King Ltd., P.O. Box 100, New Plymouth.  
Wallace, D. McL. (Taranaki) Ltd., Broadway, Stratford.

WELLINGTON INDUSTRIAL DISTRICT

Abraham and Williams Ltd., corner Grey and Rangitikei Streets, Palmerston North.  
Alfa-Laval Separator Co. (N.Z.) Ltd., 131 Rangitikei Street, Palmerston North.  
Farm Equipment Co. Ltd., P.O. Box 275, Wanganui.  
Gough, Gough, and Hamer Ltd., Hastings.  
Manawatu Machinery Exchange Co. Ltd., 94 Rangitikei Street, Palmerston North.

NELSON INDUSTRIAL DISTRICT

Bensemam, E. H. T. and Co., Motueka.  
Levin and Co. Ltd., Hardy Street, Nelson.

CANTERBURY INDUSTRIAL DISTRICT

Andrews and Beavan Ltd., Moorhouse Avenue, Christchurch.  
Direct Supply Milker Ltd., Papanui, Christchurch.  
Gough, Gough, and Hamer Ltd., Hastings Street, Christchurch.  
International Harvester Co. Ltd., Blenheim Road, Christchurch.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Clutha Implement Exchange, Balclutha.  
Gore Implement Exchange, Gore.

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 130 of the Industrial Conciliation and Arbitration Act 1954, 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 30th day of June 1964 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 11th day of June 1962.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

##### *Industry to Which Award Applies*

1. This award shall apply to mechanics and their assistants employed substantially outside the employer's place of business on any of the following classes of work: installing or repairing milking-machines, shearing-machines, vacuum; water, or milk pumps, water-heaters, rams, windmills, benzine, kerosene, or diesel engines, separators and coolers, and such other machinery as such firms install and/or service, or repairing farm implements; but this award shall not apply to hourly workers employed under the terms and conditions of the New Zealand Metal Trades' Employees' Award in force for the time being in the district.

##### *Definitions*

2. "Mechanic" means a worker employed on repairs, maintenance, and/or installation work on machinery, and/or mechanised apparatus vendored, and/or serviced by such firms and/or companies as described in clause 1 hereof, and/or applies general trade experience to the branch of the trade covered by this award.

##### *Hours of Work*

3. The ordinary hours of work shall not exceed 40 per week or eight per day, to be worked on each day from Monday to Friday inclusive and between the hours of 8 a.m. and 5.30 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.

##### *Overtime*

4. Time worked in excess or outside of the hours mutually arranged mentioned in clause 3 hereof shall be paid for at the rate of time and a half for the first three hours in any day and double time thereafter.

A worker called out for work between 10 p.m. and 6 a.m. shall be paid double time for all work performed between those hours.

A worker called out to attend to emergency breakdowns outside of normal working hours shall be paid from the time he leaves his home until he returns with a minimum payment of two hours: Provided that where two or more call-outs overlap they shall count as one for the purpose of calculating the minimum payment.

*Holidays*

5. (a) The following holidays shall be allowed and paid for: New Year's Day, 2 January, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Anniversary Day or Show Day or a day to be substituted therefor by agreement with the union.

(b) The provisions of the Public Holidays Act 1955, which deals with holidays which fall on Saturdays or Sundays shall apply to workers employed under this award.

(c) Time worked on Sunday or any holiday mentioned in subclause (a) shall be paid for at double ordinary rate. The ordinary rate shall be computed by dividing the weekly wage by 40.

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

*Wages*

6. (a) The minimum rate for adult workers shall be £13 13s. 4d. per week: Provided that workers who have been employed in the industry for five years or more shall be paid not less than £14 5s. per week. The employer shall be entitled to require evidence from the worker as to his period of service in the industry.

(b) Youths engaged in any branch of the industry covered by this award shall be paid not less than the following percentages of the weekly wage rate prescribed for an adult worker of five years' experience:

(i) Juniors commencing under 17 years of age—

	Per Cent
For the first 1,000-hour period	32
For the second 1,000-hour period	37
For the third 1,000-hour period	42
For the fourth 1,000-hour period	47
For the fifth 1,000-hour period	52
For the sixth 1,000-hour period	57
For the seventh 1,000-hour period	62
For the eighth 1,000-hour period	67
For the ninth 1,000-hour period	72
For the tenth 1,000-hour period	77

Thereafter the rate for adult workers with five years' experience as prescribed in subclause (a) of this clause.

(ii) Juniors commencing between the ages of 17 and 18—

	Per Cent
For the first 1,000-hour period	37
For the second 1,000-hour period	42
For the third 1,000-hour period	47
For the fourth 1,000-hour period	52
For the fifth 1,000-hour period	57
For the sixth 1,000-hour period	62
For the seventh 1,000-hour period	67
For the eighth 1,000-hour period	72
For the ninth 1,000-hour period	77
For the tenth 1,000-hour period	83

Thereafter the rate for adult workers with five years' experience as prescribed in subclause (a) of this clause.

## (iii) Juniors commencing after attaining the age of 18 years—

	Per Cent
For the first 1,000-hour period	42
For the second 1,000-hour period	47
For the third 1,000-hour period	52
For the fourth 1,000-hour period	57
For the fifth 1,000-hour period	62
For the sixth 1,000-hour period	67
For the seventh 1,000-hour period	72
For the eighth 1,000-hour period	77
For the ninth 1,000-hour period	83
For the tenth 1,000-hour period	89

Thereafter the rate for adult workers with five years' experience as prescribed in subclause (a) of this clause.

In calculating each 1,000-hour period time lost through sickness, accident, or default, and time gained through working overtime, shall be taken into account.

This award shall not operate to reduce the wages of any worker while he remains in his present position of employment.

The proportion of juniors, including apprentices, to adult workers shall not be more than one to one.

#### *Payment of Wages*

7. (a) All wages shall be paid weekly not later than Thursday or in accordance with the present custom.

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

(c) A rateable deduction may be made from the weekly wages prescribed in this award for any time lost by a worker through sickness, accident, or default, or time off allowed a worker at his own request.

#### *General Provisions*

8. (a) Workers employed on oxy-acetylene or electric welding and cutting shall be provided with goggles for personal use or helmets and gauntlets or gloves.

(b) Suitable screens shall be supplied for electric welding machines.

(c) *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. 9d. per day extra; for more than four hours in a day 2s. 6d. per day extra.

(d) *Meal-money*—The employer shall allow meal-money at the rate of 5s. 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 or Sunday, unless such workers can reasonably obtain a meal at their places of residence for the time being and return to their work in one hour in which case the meal allowance need not be paid. Where a worker is required to obtain a meal on Saturday, Sunday, or on a holiday, the employer shall refund any surcharge incurred.

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

(f) A rest interval not exceeding 10 minutes morning and afternoon shall be allowed to all workers, and a similar interval during overtime if three or more hours are worked continuously.

(g) *Tool Allowance and Overalls*—A mechanic required to provide his own tools (except taps, drills, hack-saw blades, and files) shall be paid a tool allowance of 1½d. per hour. If the employer provides all the necessary tools the allowance shall not be payable. To qualify for the above allowance a worker shall have sufficient suitable tools for the work on which he is employed.

Workers shall be entitled to overalls on request but to not more than two overalls in any year of service.

#### *Accidents*

9. (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 once a month by a union official; 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.

(c) Outside workers shall be provided with an emergency first-aid kit.

#### *Access to Workshops*

10. The president, secretary, or authorised paid representative 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.

#### *Disputes*

11. 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 composed of three representatives of the union and three representatives of the employers, who shall appoint an independent chairman. The decision of a majority of the committee shall be binding, except that any party adversely affected thereby shall have the right, within 14 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.

#### *Unqualified Preference*

12. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that

the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

(NOTE—Attention is drawn to section 174H of the Industrial Conciliation and Arbitration Act 1954 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 14 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*

14. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every 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*

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

#### *Term of Award*

16. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the first day of the pay period in each establishment commencing on or after the 14th day of May 1962, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 30th day of June 1964.

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 11th day of June 1962.

[L.S.]

A. TYNDALL, Judge.

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MEMORANDUM

The award, which incorporates the terms of settlement arrived at by the parties, includes a clause designed to operate as an unqualified preference provision within the meaning of section 174 of the Industrial Conciliation and Arbitration Act 1954 (as amended by the Industrial Conciliation and Arbitration Amendment Act 1961). Section 174B directs that the Court in making any award shall insert therein an unqualified preference provision only if it is satisfied under the first alternative that such a provision has been agreed upon by all the assessors in the course of an inquiry into an industrial dispute by a Council of Conciliation. For the purposes of section 174B the Court is satisfied to accept the complete settlement arrived at by the parties and executed by or on behalf of all the assessors as proof that the unqualified preference provision has been agreed to by all the assessors, and clause 12 has therefore been incorporated in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.

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