

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 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 union, persons, firms, and companies (hereinafter called "the employers"):

New Zealand Engineering and Related Industries Industrial Union of Employers, 8-12 The Terrace, Wellington.

NORTHERN INDUSTRIAL DISTRICT

Mason Bros. Ltd., Mt. Wellington, 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.
Radio (1936) Ltd., 68 Quay Street, Auckland.

WELLINGTON INDUSTRIAL DISTRICT

Berry Engineering Works, Palmerston North.
Cable, William, and Co. Ltd., Hutt Road, Kaiwharawhara, Wellington.
His Master's Voice (N.Z.) Ltd., 162 Wakefield Street, Wellington.
Pallo Engineering Ltd., 96 Courtenay Place, Wellington.
Precision Engineering Co. Ltd., Tirangi Road, Rongotai, Wellington.

CANTERBURY INDUSTRIAL DISTRICT

Andersons Ltd., Woolston, Christchurch.
Canterbury Engineering Co. Ltd., 68 Kilmore Street, Christchurch.
Christchurch Gas Co. Ltd., Christchurch.
Duncan, P. and D., Ltd., St. Asaph Street, Christchurch.
Graham, P., and Sons Ltd., St. Asaph Street, Christchurch.
Mercer, J., and Sons Ltd., Moorehouse Avenue, Christchurch.
Niven, J. J., and Co. Ltd., 558 Colombo Street, Christchurch.
Price, W. H., and Sons Ltd., 34 Manchester Street, Christchurch.
Taylors 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.

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 7th day of August 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 7th day of August 1962.

[L.S.]

K. G. ARCHER, Judge.

SCHEDULE

Industry to Which Award Applies

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 £950 per annum or more, excluding overtime payments and bonuses.

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 three hours in any day, and double time thereafter.

(b) The employer shall provide a meal of equivalent value or shall allow meal money at the rate prescribed in the New Zealand Metal Trades' Employees Award in force for the time being 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 recognised holidays: New Year's Day and the day following, 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, double time shall be paid.

(d) The provisions of the Public Holidays Act 1955, 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) The provisions of the Annual Holidays Act 1944, and its amendments, shall apply to all workers employed under this award. Where it is customary for any employer to allow annual holidays to his workers or to any class of his workers during a period in each year when his premises are closed or the work of those workers is for any reason discontinued, and at the date of the commencement of any such period any such worker has not become entitled to an annual holiday, then that worker shall not be entitled to any wages for two weeks following that date, but the employer shall before that date pay to him, in addition to all other amounts due to him at that date including amounts to which he is entitled in respect of any special holidays, an amount equal to one twenty-fifth of his ordinary pay for the period of his employment up to that date, and for the purposes of the Annual Holidays Act the next year of his employment shall be deemed to commence on that date.

Wages

6. The minimum rate of wages for tradesmen draughtsmen shall be £15 8s. 4d. per week.

Increase in Rates of Remuneration

7. The rates of remuneration determined by this award shall be increased to the extent and in the manner prescribed by the general order of the Court made under the Economic Stabilisation Regulations 1953 and dated the 4th day of July 1962.

(EXPLANATORY NOTE—The general order of 4 July 1962, which took effect on 26 July 1962, increased rates of remuneration determined by awards and industrial agreements by an amount equal to 2½ per cent thereof, but excluded from the scope of the increase all allowances in respect of tools, bicycles, motor vehicles, protective or special clothing, or special footwear.

For the purposes of the general order the term "remuneration" in relation to rates determined by awards and industrial agreements is defined by the regulations as meaning salary or wages; and includes time and piece wages and overtime and bonus and other special payments; and also includes allowances, fees, commission, and any other emolument, whether in one sum or several sums; and also includes travelling expenses.)

Engineering Students

8. Any student of any recognised 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.

General Conditions

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 10-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. 6d. 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.

(e) Where a worker covered by this award is engaged in direct contact on a job for which a special payment is provided under the Metal Trades' Employees' or Factory Engineers' Award, current at the date of making of this award, such payment shall be made to the worker covered by this award.

Sanitary and Other Conveniences

10. (a) It shall be the duty of the employer to provide suitable individual lockers 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.

(b) Adequate first-aid facilities shall be available; also soap and towels for the use of workers.

Right of Entry

11. The Secretary or other full-time authorised 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 worker, but not so as to interfere unreasonably with the employer's business.

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 any 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.

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 14 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 and Application 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 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 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 working week in each establishment commencing on or after the 30th day of July 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 7th day of August 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 7th day of August 1962.

[L.S.]

K. G. ARCHER, Judge.

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.

K. G. ARCHER, Judge.
