

NEW ZEALAND HOSPITAL BOARDS' ENGINEERING FITTERS AND ALLIED TRADESMEN—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 boards (hereinafter called "the employers"):

NORTHERN INDUSTRIAL DISTRICT

Auckland Hospital Board, Wellesley Street East, Auckland.
Mater Misericordiae, Mountain Road, Mount Eden, Auckland.
Waikato Hospital Board, Hamilton.

TARANAKI INDUSTRIAL DISTRICT

Hawera Hospital Board, Hawera.
Stratford Hospital Board, Stratford.
Taranaki Hospital Board, New Plymouth.

WELLINGTON INDUSTRIAL DISTRICT

Hawkes Bay Hospital Board, Napier.
Palmerston North Hospital Board, Palmerston North.
Wellington Hospital Board, Wellington.

MARLBOROUGH INDUSTRIAL DISTRICT

Marlborough Hospital Board, Blenheim.

NELSON INDUSTRIAL DISTRICT

Nelson Hospital Board, Nelson.

WESTLAND INDUSTRIAL DISTRICT

Buller Hospital Board, Westport.
Grey River Hospital Board, Greymouth.
Westland Hospital Board, Hokitika.

CANTERBURY INDUSTRIAL DISTRICT

Ashburton Hospital Board, Ashburton.
Calvary Hospital, Bealey Avenue, Christchurch.
North Canterbury Hospital Board, Riccarton Road, Christchurch.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Otago Hospital Board, 12 Hanover Street, Dunedin.
Southland Hospital Board, Invercargill.
Waitaki Hospital Board, Oamaru.

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 3rd day of May 1962.

[L.S.]

K. G. ARCHER, Judge.

SCHEDULE

Industries to Which Award Applies

1. This award shall apply to engineers' fitters, turners, and sheet-metal workers employed by hospital boards throughout New Zealand, and electricians employed by hospital boards in the Marlborough, Nelson, Westland, and Canterbury Industrial Districts and that portion of the Otago and Southland Industrial District formerly known as the Province of Southland.

Hours of Work

2. Forty hours shall constitute an ordinary week's work, of which not more than eight hours may be worked on each day from Monday to Friday inclusive, and between the hours of 7.30 a.m. and 5 p.m., with a break of not more than one hour nor less than one half an hour for lunch. The time of starting and ceasing work between these hours shall be mutually agreed upon in each establishment.

Overtime

3. (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 double time thereafter: Provided that all work performed between 10 p.m. and 6 a.m. Monday to Friday and after 12 noon on Saturdays or any time worked on a Sunday shall be paid for at double rates.

(b) The employer shall provide a suitable meal or shall allow meal-money at the rate of 5s. per meal when workers are called upon to work overtime after 6 p.m. on Sunday, Monday, Tuesday, Wednesday, Thursday, Friday, or Saturday, or after 1 p.m. on Saturday or Sunday, 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.

When working protracted overtime either a suitable meal shall be provided or meal-money paid every four and a half hours that overtime continues provided workers are required to continue working after the meal interval; and provided, further, that the period of four and a half hours may be varied by agreement. Reasonable meal intervals, other than for the normal evening meal, shall be paid for.

(c) When a worker is called back after having completed his day's work and left the place of employment or on a Saturday or is called out to work overtime before his usual time of commencing work and does not continue working until such time he shall be paid for a minimum of two hours.

(d) Any worker who works at least four hours' overtime between the ordinary time for ceasing work and 3 a.m. the next day shall not be required to work any ordinary time unless double rates are paid or an eight-hour break has occurred. Where, by virtue of the compulsory eight-hour break, he loses ordinary time on the second day such time shall be paid for at ordinary rates.

(e) No overtime shall be worked on union meeting night except on urgent work.

Wages

4. (a) The following shall be the minimum rates of wages payable to the respective classes of workers named herein:

		Per Week		
		£.	s.	d.
Fitters and turners .....	.....	15	8	10
Fitters and turners with trade certificate in fitting, turning, and machining .....	.....	15	15	6
Sheet metal workers .....	.....	15	8	10
Registered electrical wiremen .....	.....	15	10	6
Other electrical journeymen .....	.....	14	16	4

Provided that no "other electrical journeyman" shall have his wages reduced by the operation of this clause so long as he remains in his present employment.

Wages shall be paid weekly not later than Thursday in each week and within working hours.

(b) Where a worker has been specially directed to take charge of four or more workers he shall be paid 3s. per day extra. Where a worker has been specially directed by his employer to take charge of any job and has under his control not less than four tradesmen such worker shall be paid 4s. per day extra above the minimum rates, provided that the job shall extend for one day or more.

(c) Each worker shall be entitled to a statement showing details of his earnings for each pay period and any deductions therefrom.

Holidays

5. (a) The following shall be recognised holidays: New Year's Day and the day following, Anniversary Day (or a day to be substituted therefor), Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day. A worker employed at any time during the fortnight ending on the day of any such holiday shall be entitled to payment for the holiday, but this provision shall not entitle a worker to payment of more than an ordinary week's wages excepting for time worked on the holiday.

(b) For work done on any of the above holidays or on Sundays double time shall be paid.

(c) If any of the above holidays, except Anzac Day, falls on a non-working day, it shall be observed on the first working day or days thereafter.

(d) Holidays shall be allowed in accordance with the provisions of the Annual Holidays Act: Provided, however, that after 10 years' continuous service with the same employer, each worker shall for the eleventh and subsequent years be given an annual holiday of three weeks on full pay; the qualifying date for the commencement of this provision shall be the date of the commencement of the employment.

Sick-leave

6. Every worker shall be entitled to sick-leave on pay as provided for in the general by-laws and regulations of the employer.

Outside Work

7. If a worker is required by his employer to work at a place outside of the employer's factory, workshop, or his ordinary place of employment, and is thereby put to expense in travelling to and from his work greater than that which he incurs when working in the factory, workshop, or ordinary place of employment, the employer shall reimburse him for such extra expense.

Where the employer supplies transport to workers, he shall provide weather-proof vehicles with adequate seating accommodation.

Termination of Employment

8. Any worker whose employment is terminated or who leaves of his own accord shall receive or give one week's notice of such intention, and where notice is given all wages (including holiday pay) shall be paid in full prior to the worker leaving.

General Provisions

9. (a) Personal gumboots shall be provided where necessary. Capes or other suitable waterproof clothing shall be made available for workers required to work outside in wet weather. Overalls shall be supplied, laundered, and maintained by the employer whose property they shall remain.

(b) The employer shall provide adequate washing facilities with hot water, and provision for hot and cold showers, adequate mess facilities and locker accommodation, adequate lavatory accommodation, and shall see that such facilities are kept clean. Provision shall also be made for heating workshops in cold weather and for securing and maintaining a reasonable temperature in the workshops in hot weather.

(c) A 10 minute rest period shall be allowed in the morning and afternoon to all workers, and after two hours of continuous overtime when such overtime is to be continued for at least a further hour.

(d) *Tool Allowance*—A fitter or turner required to provide his own tools (except drills, taps, hacksaw-blades, and files) shall supply such tools and shall be paid 1½d. per hour extra. An electrician required to provide his own tools (except drills, taps, hack-saw blades, and files) shall supply such tools and shall be paid 1d. per hour extra.

The allowance provided for in this subclause shall not be payable if an employer provides all the tools required.

To qualify for this payment a worker shall provide himself with sufficient tools to efficiently carry out the work upon which he is employed.

(e) Any worker required to work in a stooped and cramped position under floors or in roofs or in ducts shall be paid 4½d. per hour extra for the time he is so employed.

(f) *Heat and Cold*—Any worker required to work in any compartment where the heat exceeds 110 degrees Fahrenheit shall be paid, in addition to the rate of wages to which he is entitled for the time at which the work is performed, a special heat rate computed at ordinary time rates for the time he is so employed.

(g) Any worker working with silicate of cotton or glass wool shall be paid 1s. 4d. per hour extra whilst so employed.

(h) Any worker employed on the following dirty work shall be paid 2s. 6d. per day extra:

- (i) Work that brings him into direct contact with faecal matter.
- (ii) For all repair work done on smoke-box doors and for such other dirty work as may be agreed upon between the employer and the worker or union.
- (iii) In lieu of the above all work in used boilers, smoke-boxes, uptakes, funnels, and between any used boiler and its brick-work shall be paid for at half ordinary rates per hour in addition to the ordinary or overtime rate as the case may be.
- (iv) For repair work other than that specified above for which extra payment is made, payment for the same hour or hours shall not be made under the preceding provisions.

(i) *Welding Allowance*—Workers employed on oxy-acetylene, coal-gas, or electric welding, when such work is required to be done (except on spot or butt welding machines) for less than four hours in a day, shall be paid 1s. 9d. extra; for more than four hours in a day 2s. 6d. extra per day, and suitable protection shall be provided. When welding or gas cutting of galvanised material is being done, provision shall be made for the removal of objectionable fumes, and 1 pint of milk shall be provided each morning and/or afternoon. This provision shall not apply to odd occasions when a worker, other than a welder, uses cutting or welding equipment.

In lieu of any other payments under this clause, except as provided in subclauses (d) and (l), workers carrying out welding and burning operations while working in a stooped and cramped position under floors or in roofs or in ducts, shall be paid half ordinary rate in addition to the ordinary or overtime rate as the case may be.

(j) No worker shall be required to enter any furnace or chamber while the boiler is under steam pressure, nor shall any worker be required to enter any boiler connected by steam-pipe to another boiler if such second boiler is under steam pressure unless the communicating valve between the two boilers is securely closed and locked.

(k) *Height Money*—Where workers are engaged on work from ladders, bosun-chairs, free swinging stages, or on any other similar work involving the risk of a fall of more than 20 ft they shall be paid the following extra rates:

	Per Hour
	d.
Over 20 ft and up to 50 ft	2½
Over 50 ft and up to 75 ft	3½
Over 75 ft and up to 140 ft	4½
Over 140 ft	6

All scaffolding shall be the responsibility of the employer.

(l) A worker required by his employer to remain on call shall be paid a minimum allowance of 3s. 9d. for each continuous period of 24 hours on call.

(m) Gloves shall be provided for hot work and when using glass wool.

Deductions

10. Deductions from the weekly wages prescribed may be made for time lost through accident, default, absence at a worker's request, or sickness not covered by clause 6.

Unqualified Preference

11. (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

12. (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.

Disputes

13. Should any dispute or difference arise in connection with any matter not provided for in this award it shall be settled between the particular employer concerned and two representatives of the local branch of the union. If no settlement is arrived at, then such dispute shall be referred to a disputes committee consisting of two representatives of the employers and two representatives of the union for their decision. If such committee is unable to decide the matter, it may refer the matter to the Court of Arbitration, or either party may appeal to the Court of Arbitration from the decision of such committee upon giving to the other party 14 days' notice in writing of intention so to appeal. No worker shall suffer any deduction from his wages by reason of his attendance as a member of the committee.

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 the 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, Marlborough, Nelson, Westland, 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 week in each establishment commencing on or after the 1st 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 3rd day of May 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 11 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.