

NORTHERN, WELLINGTON, AND CANTERBURY STORAGE-BATTERY
MANUFACTURING EMPLOYEES—AWARD

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

In the Court of Arbitration of New Zealand, Northern, Wellington, and Canterbury 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 companies (hereinafter called the “employers”):

NORTHERN INDUSTRIAL DISTRICT

Battery Equipment Manufacturers Ltd., 436 Broadway, Newmarket, Auckland.
Lucas, Joseph (N.Z.) Ltd., 75 Beach Road, Auckland.

WELLINGTON INDUSTRIAL DISTRICT

Exide Batteries of N.Z. Ltd., Hutt Park Road, Lower Hutt.
Rokfire Electric Batteries Ltd., P.O. Box 66, Petone.
Solarc Storage Battery Co. Ltd., Ngauranga, Wellington.
Vesta Battery Co. Pty. Ltd., 23–27 Camperdown Road, Miramar, Wellington.

CANTERBURY INDUSTRIAL DISTRICT

Amalgamated Batteries Ltd., 152 Hereford Street, Christchurch.

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 1st day of June 1965 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 18th day of June 1963.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to the manufacture and/or assembly of wet batteries, other than repair or maintenance.

Hours of Work

2. The ordinary hours of work shall not exceed eight hours on five days of the week, Monday to Friday, both days inclusive, and shall be worked between the hours of 8 a.m. and 5 p.m. except that in the case of paste mixers the commencing time may be 7.30 a.m. Forty hours shall constitute an ordinary week's work. 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, and not less than half an hour.

Shifts

3. (a) Shifts may be worked as required by the employer. The ordinary hours of work of a shift worker shall not exceed five eight-hour shifts in any week, to be worked between the hours of midnight Sunday/Monday and 8 a.m. Saturday.

(b) The commencing hour for day-shift workers (other than ordinary day workers) shall be not earlier than 7 a.m. instead of the commencing hour of 8 a.m. mentioned in clause 2.

An "afternoon shift" means any shift commencing after 12 noon and finishing at or before midnight, and a "night shift" means any shift finishing subsequent to midnight and at or before 8 a.m.

(c) Shift workers shall be paid 4s. per shift in addition to the ordinary wage. Shift workers shall be allowed half an hour during which to partake of a meal during each shift of eight hours.

When overtime is commenced four hours before the ordinary time of commencing a shift, half an hour shall be allowed for the worker to partake of a meal between the finishing of the overtime and the commencement of the ordinary shift, provided the worker continues working throughout the shift and a payment of 5s. 3d. meal allowance shall be made.

When overtime is continued after the finishing of a shift, half an hour shall be allowed between the end of the shift and the commencement of the overtime, and a payment of 5s. 3d. meal money shall be allowed, provided that if more than four hours' overtime is worked a further meal period shall be allowed and meal money paid.

(d) In the case of shift workers, overtime shall only be payable after eight hours' work, and shall then be paid for at the rate of time and a half for the first three hours and double time thereafter: Provided that overtime rates shall not be payable where the overtime arises from arrangements made between employees themselves.

(e) Where it is practicable, shifts shall be worked on a regular rotation.

(f) This clause shall have no application to a worker required to work shifts partly or wholly outside of the hours prescribed in clause 2 hereof on less than five consecutive working days.

Overtime

4. (a) Except in the case of shift workers, all work done in excess or outside of the hours mentioned in clause 2 hereof, or outside of the ordinary hours of ceasing work, 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 until a break of eight hours is allowed. Where by virtue of this eight-hour break a worker loses ordinary time, such lost time shall be paid for at ordinary rates.

(b) Any worker required to commence work after the cessation of public wheeled traffic or before the ordinary time of starting such traffic, and any worker who may work until after the cessation of public wheeled traffic and cease work before the ordinary time of starting such traffic, shall be paid for time occupied in travelling to or from his home, computed on three miles per hour at ordinary rates of pay; but if a conveyance is provided for the worker by his employer, he shall not be entitled to payment for travelling time. For the purpose of this award "public wheeled traffic" shall mean trams, buses, trains, or ferries ordinarily used by workers travelling to or from their work.

(c) No overtime except on urgent or breakdown work shall be worked on the late shopping night, or on the night of the union's regular monthly meeting.

(d) The employer shall supply a suitable meal or allow meal money at the rate of 5s. 3d. per meal when workers are called upon to work more than one hour's overtime after the ordinary hour of ceasing work on Monday, Tuesday, Wednesday, Thursday, or Friday, 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: Provided, also, that when continuous overtime is worked and such time exceeds four and one quarter hours the worker, if required to continue to work overtime, shall be paid a further meal allowance of 5s. 3d. When overtime is worked on weekends or award holidays the meal allowance shall be 5s. 9d.

(e) Supper and crib time when working overtime shall be paid for.

(f) When working overtime under conditions where a worker cannot obtain a meal without incurring extra travelling expenses, the employer shall reimburse such extra expense.

Holidays

5. (a) The following shall be the recognised holidays: 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 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) Notice of closing down for Christmas holidays shall be posted in a conspicuous place for at least 60 days before the holidays.

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

Annual Holidays

6. Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944: Provided, however, that after 10 years' 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 period for the commencement of this provision shall be the date of the commencement of the employment.

Wages

7. (a) The following shall be the minimum wages payable to adult workers:

Hand and machine paster (except in the case of a machine where no hand pasting is required), battery-charger, grid-moulder, and workers substantially employed in the formation room:

	Per Hour	
	s.	d.
For the first three months	6	6½
And thereafter	6	9¼
All other workers:		
For the first six months	6	6½
And thereafter	6	8

Any worker placed in charge of a department controlling four or more youths shall be paid 3s. per day extra.

(b) Youths may be employed in the proportion of one youth to each two adult males, and the following shall be the minimum weekly rates of wages:

			Per Week		
			£	s.	d.
Under 17 years of age	4	12 3
17 to 18 years of age	5	7 9
18 to 19 years of age	5	17 9
19 to 20 years of age	6	8 3
20 to 21 years of age	7	8 9

And thereafter, or on attaining the age of 21 years, not less than the appropriate adult rate according to the class of work performed.

No deduction shall be made from the above wages except for time lost through the worker's sickness, accident, or default.

Work Not Proceeded With

8. When a worker is required to present himself for work or when a worker is ordered to work at a certain time and no work is available, he shall be paid a minimum of two hours, provided that if required by the employer he shall stand by the job during the paid period.

Payment of Wages

9. (a) All wages shall be paid weekly not later than Thursday and in the employer's time. In the week of Good Friday, and when Anzac Day falls on a Friday, wages shall be paid on the preceding Wednesday.

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

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

General Provisions

10. (a) Where demolition of batteries is carried out, workers required to perform such work shall be paid a "dirty work" allowance of 4d. per hour with a minimum payment of 1s. 4d. per day or part thereof in addition to the rate prescribed in clause 7.

(b) There shall be provided, convenient to but separated from any room in which a lead process is carried on, a dressing room with provisions for the drying and storage of the clothing of each person engaged, and also with lockers for the storage separately of the protective clothing where such is used.

(c) The employer shall provide the necessary facilities for workers to wash. Such shall include a supply of hot and cold running water.

(d) Suitable dining room accommodation and dressing room accommodation shall be provided for workers.

(e) Shower-baths with a supply of hot and cold water, together with soap and other cleansing materials, shall be provided for the use of employees. Ten minutes' shower time at the end of the day shall be granted to all rubber mill room workers and rubber hot press operators.

(f) Clean towels made of suitable material shall also be provided for the use of employees.

(g) The washing facilities for mixers, pasters, and formation-room workers shall continue as at present.

(h) All other workers shall be allowed time in which to clean their hands prior to mealtimes and ceasing work.

(i) An employer shall provide reasonable facilities for supplying warmth for employees working in the workshops in cold weather.

(j) The existing practice in connection with the supply of milk shall continue.

(k) The employer shall provide all the hand tools and equipment, including plain glasses, required to carry on a type of work on which he is engaged.

(l) A ten minutes' rest period morning and afternoon shall be allowed to all workers without deduction from wages. If a worker is required to work more than three hours' overtime he shall be allowed during that period a rest period of ten minutes.

(m) Workers whose work necessitates their coming into direct contact with acids shall be supplied with suitable protective woollen outer clothing and with suitable protective footwear and rubber gloves.

(n) Workers in press-rooms required to handle hot cover dies shall be subsidised one third of the cost of safety boots or shoes on request by the worker, but not more than one pair per worker shall be supplied under this subclause per annum.

(NOTE—The attention of employers is drawn to the Lead Process Regulations 1950, and these should be read in conjunction with this award.)

Piecework and Premium Bonus

11. Work may be done by piecework or on the premium bonus system, but in either case at such rates as shall secure to a competent worker at least 10 per cent more than the minimum rate provided in this award: Provided that if any workers employed under any system of payment by results are dissatisfied with the rate fixed by the employer they may refer the dispute to a committee as provided in clause 13 of this award. On the introduction of any system of payment by results after the coming into operation of this award the employer shall give written notice to the secretary of the union within seven days.

Access to Workshops

12. The secretary or other authorised officer 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 Committee

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.

Unqualified Preference

14. (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

15. (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.

Accidents

16. A modern first aid emergency case, fully equipped to the requirements of the Department of Labour, which shall be open to inspection by a union official once a month, shall be kept in a convenient and accessible place in every works; also provision shall be made for a supply of hot water at short notice.

Application of Award

17. 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

18. This award shall operate throughout the Northern, Wellington, and Canterbury Industrial Districts.

Term of Award

19. 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 3rd day of June 1963, 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 1st day of June 1965.

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 18th day of June 1963.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Council of Conciliation.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 14 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.