

NEW PLYMOUTH, WELLINGTON, AND CHRISTCHURCH TRANSPORT ENGINEERS
AND MECHANICS—AWARD

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

In the Court of Arbitration of New Zealand, Taranaki, 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 Public Passenger Transport Authorities Industrial Union of Employers, 171 The Terrace, Wellington;

(hereinafter called “the employers”) and the

New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers, 123 Abel Smith Street, Wellington;

(hereinafter called “the union”).

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 19th day of January 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 23rd day of August 1963.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

PART I—GENERAL CONDITIONS RELATING TO ALL CLASSES OF WORKERS

Hours of Work

1. (a) 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. The time of starting and ceasing work between these hours shall be suitably arranged, with a break of not more than one hour for lunch.

(b) Mechanics shall, if required, relieve garage shiftmen for annual holidays, days off, sickness, etc., provided that payment for any such relief is made in accordance with the provisions of subclause (a) of this clause and of clause 2 hereof.

(c) Shifts shall be permitted in the bus garages and trolley bus depots under such conditions as may be agreed upon in writing between the parties.

Overtime

2. (a) All work done in excess or outside of the hours mentioned in clause 1 hereof shall count as overtime, and shall be paid for at the rate of time and a half for the first two hours in any one day and double time thereafter.

(b) Any worker who is called back from his home after completing his eight hours' work for the day shall receive a minimum of two hours' pay at overtime rates, provided that all time so worked before 6 a.m. or after 10 p.m. or 12 noon on Saturday shall be paid for at double ordinary time rates.

(c) 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, with a maximum of four hours' pay without work.

Holidays

3. (a) The following shall be the recognised holidays to be allowed with pay: 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 observed in lieu thereof.

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

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

(d) Should any of the above holidays, other than Anzac Day, fall on a Saturday or Sunday, then for the purposes of this award, such holiday or holidays shall be observed on the following working day or days.

Branches of the Trade

4. The following shall be the classes of employees covered by this award:

Pattern-makers, toolmakers, fitters, turners, blacksmiths, electrical fitters, auto-motive, tram and trolley bus electricians, armature winders, trolley and diesel omnibus mechanics, machinists, welders (gas and electrical), and sheetmetal workers; these employees shall be known as "tradesmen".

Wages

5. (a) The following shall be the minimum rates of wages payable:

	Per Hour	
	s.	d.
Tradesmen	8	2½
Trade trainees—		
First six months	7	6
Second six months	7	8
Third six months	7	10
Fourth six months	8	0
Thereafter	8	2½

Motor mechanics who have passed the "A" grade examination conducted by the New Zealand Motor Trade Certification Board, and toolmakers, shall be paid 3d. per hour extra.

1½d. per hour extra shall be paid to employees who hold one or more of the following trade certificates of the New Zealand Trades Certification Board:

- (i) Certified Motor Mechanic;
- (ii) Certified Diesel Mechanic;
- (iii) Certified Automotive Electrician;
- (iv) Certified Fitter and Turner.

(b) *Tool Allowance*—Fitters, turners, machinists, toolmakers, pattern-makers, armature winders, mechanics, and auto-electricians who supply their own tools shall receive an allowance of 1½d. per hour for each hour worked.

Blacksmiths and welders who supply their own tools shall receive an allowance of ¾d. per hour for each hour worked.

The tool allowance shall not be paid when the employer supplies all necessary tools. No tool allowance shall be paid to workers who do not maintain their tool kits in a manner that will enable them to carry out their duties efficiently. Any disputes under this provision shall be settled under the provisions of clause 14.

(c) *Protective Clothing*—All workers (except blacksmiths, strikers, and welders) covered by this award shall be supplied with two suits of overalls per annum at the expense of the employer. Blacksmiths, strikers, and welders shall be provided with protective clothing. All other existing practices in connection with protective clothing shall continue. Mechanics working on diesel omnibuses shall be provided with three sets of overalls per annum.

(d) *Dirty Work*—Any worker working on undergear of tramcars or working underneath diesel engines shall be paid 2s. 6d. per day extra. Where workers are required to perform other work of an unusually dirty, dangerous, or unpleasant nature, and such other dirty work as may be agreed upon, the worker so engaged shall be entitled to 2s. 6d. per day extra.

(e) *Chargemen*—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 workers, such worker shall be paid 5s. per day extra, provided that the job shall extend for one day or more.

(f) *Welding Allowance*—Workers employed on oxy-acetylene, coal-gas, 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. extra per day.

Meal Money

6. The employer shall allow meal money at the rate of 5s. 3d. per meal when employees are called upon to work overtime after 6 p.m., Monday to Friday inclusive, or who continue to work after 1 p.m. on Saturdays or Sundays.

General Provisions

7. (a) There shall be provided and maintained for the use of the persons employed in a factory adequate and suitable facilities for washing, which shall include soap and clean towels or other suitable means of cleaning or drying, and the facilities shall be conveniently accessible and shall be kept in a clean and orderly condition.

(b) Employees required to work in the rain shall be provided with waterproof coats, sou'westers, and gumboots.

Travelling Passes

8. The existing practice as regards the issue of travelling passes shall be continued.

Deductions

9. (a) The employment shall be deemed to be a weekly one and no deduction shall be made from the wages except for time lost through the worker's sickness, or default, or his absence from his work through no fault of the employer.

No less than seven days' written notice shall be given to either party of the termination of the employment: Provided that nothing in this clause shall prevent the employer from summarily dismissing any worker for wilful misconduct.

(b) *Accidents*—Any worker having to be relieved from duty owing to an accident shall receive a full day's pay for the day on which the accident occurs. The management may demand a medical certificate.

Promotions

10. Promotions shall be governed by efficiency, and in the event of equal efficiency, by seniority, subject to the right of appeal as provided by the Tramways Amendment Act 1910.

"Efficiency" means special qualifications and aptitude for the discharge of duties of the office to be filled, together with merit and good diligent conduct.

Emoluments and Privileges

11. Privileges, emoluments, or conditions of service, enjoyed prior to the signing of this award shall remain in operation, subject to such modifications as may be the outcome of local agreement, provided that in the event of no local agreement being reached the difference shall be referred to a National Disputes Committee.

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.)

Notification

13. Within one month after the date of coming into operation of the award each employer shall, if requested by the secretary of the union, either supply him with a list of all those workers in his employ covered by the award or provide facilities for the secretary to obtain this list. Thereafter, at intervals of not less than six months, each employer shall, if required by the secretary of the union, supply a list of employees engaged since the last list was supplied.

Disputes

14. The essence of this award 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 award, or any of them, as to any matter arising out of the award (not being a question affecting rates of pay or hours of work) or if any dispute or difference shall arise between the parties, or any of them, in connection with any matter relevant to but not dealt with in the award, every such dispute or difference shall be referred to a committee to be composed of not more than three representatives of each side, together with an independent chairman 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 against a decision of any such committee upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

Access to Workshops

15. The secretary or other authorised officer of the union of workers shall, with the consent of the employer or his representative (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 with the employer's business.

Engineering Students

16. 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 period 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.

Scope of Award

17. This award shall apply only to the parties named herein, namely:

- The New Plymouth City Corporation (Transport Department).
- The Wellington City Corporation (Transport Department).
- The Christchurch Transport Board.

Term of Award

18. 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 16th day of January 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 19th day of January 1965.

PART II—SPECIAL CONDITIONS RELATING TO WELLINGTON DISTRICT

Dirty Work

19. The following operations shall be classed as dirty work:

- (a) Workers engaged stripping and removing coils prior to rewinding armatures.
- (b) Workers engaged dismantling or fitting replacements on trucks, motors, resistance boxes, burnt-out controllers and motor leads during repair and overhaul (other than making new parts therefor).
- (c) Workers engaged dismantling or overhauling compressors (other than making new parts therefor).

- (d) All work done on brake cylinders.
- (e) All repairs to chain, spindle, and internal gear of hand brake standards.
- (f) Workers engaged dismantling winding of magnetic brakes prior to rewinding.
- (g) Any worker engaged dismantling and repairing trolley standards.
- (h) Wheel lathe operator to receive 5s. 9d. per week above minimum rate as danger and burn money.
- (i) Workers engaged on plant maintenance (boiler, sand dryer, etc.).
- (j) Workers engaged dismantling or rebuilding storage batteries.
- (k) *Garage Section*—In addition to work specified in subclause (d) of clause 5, the following operations shall be classed as dirty work: differential work in pits, body bushes extracting and fitting, and work on gear boxes when in position.

Overtime

20. No workers shall work overtime on Friday nights or on the night of the union's usual monthly meeting except on urgent or breakdown work.

PART III—SPECIAL CONDITIONS RELATING TO CHRISTCHURCH DISTRICT

Special Circumstances

21. When special circumstances arise inseparable from the requirements of public transport, the hours mentioned in clause 1 may be departed from but eight hours shall comprise a shift. All time in excess of eight hours shall be paid for at the rate of time and a half for the first three hours and double time thereafter. Under these special circumstances a half-hour's meal time shall be given and paid for.

Overtime

22. Any worker having worked for 24 hours, inclusive of intervals for meals, shall not be required to continue working without his consent. If he does continue working he shall be paid double rates for all time worked on the second day.

Medical Certificates and Sickness Payment

23. In order to prevent men on sick leave returning to work before they are fit to do so, workers absent through illness for four or more days shall present a medical certificate of fitness before returning to work. Any worker falling sick shall, on the production of a medical certificate, be entitled to half pay for the first week of sickness.

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 23rd day of August 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 12 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.