

NEW PLYMOUTH AND WELLINGTON CITY CORPORATIONS' AND
CHRISTCHURCH TRANSPORT BOARD'S COACHWORKERS—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 Federated Coach and Motor-body Builders and Related Trades Industrial Association of Workers (hereinafter called “the union”) and the under-mentioned corporations and board (hereinafter called “the employers”):

New Plymouth City Corporation, New Plymouth.
Wellington City Corporation, Wellington.
Christchurch Transport Board, 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 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 24th day of April 1963.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to workers in the coachbuilding and motor-body building industry employed by:

The New Plymouth City Corporation.
The Wellington City Corporation.
The Christchurch Transport Board.

Definitions

2. The following shall be the classes of workers covered by this award:

- (a) *Tradesmen*—Tradesmen are those workers engaged in the manufacture, repair, or maintenance of motor vehicles and other implements whether such vehicles or implements are made of wood, metal, or composite materials and shall apply to coachbuilders (wood, metal, or composite bodies), spring makers, blacksmiths, welders, vice-men, panelbeaters, painters (including spray painters), machinists, radiator repairers, trimmers, and trimmers' machinists.
- (b) *Assemblers*—Assemblers are workers who are substantially engaged at work necessary in assembling of standardised wood and metal parts of motor vehicles, tramcars, and trolley buses (other than mechanical parts). The work of an assembler shall include the necessary preliminary work to painting up to and including primer coat. An assembler trimmer shall be permitted to tack in and assemble ready cut and sewn materials.
- (c) *Helpers*—Helpers are workers employed on work not normally done by a tradesman but if any dispute arises as to what a helper may or may not do then the question shall be settled under clause 14 of this award.

Hours of Work

3. 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 mutually arranged, with a break of not more than one hour for lunch.

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 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.

Holidays

5. (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.

Wages

6. (a) The minimum rates of wages shall be as follows:				Per Hour	
				s.	d.
Tradesmen	.....	.....	.....	8	2½
Assemblers	.....	.....	.....	7	5¾
Helpers	.....	.....	.....	7	2¾

(b) *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.

Tool Money

7. Woodworking coachbuilders who provide their own tools (except drills, taps, hacksaw blades, and files) shall be paid 1½d. per hour for each hour worked.

Metal-working coachbuilders who supply their own tools shall receive an allowance of 1d. per hour for each hour worked. These tool allowances shall not be paid when the employer provides 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.

General Provisions

8. (a) *Clothing*—All employees covered by this award shall be provided with two suits of overalls per annum.

(b) *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, such as spray painting and wet sanding or dry sanding on paint work with a sanding machine, for more than 50 per cent of his time on any one day, and such other dirty work as may be agreed upon, the worker so engaged shall be entitled to 2s. 6d. per day extra.

(c) *Meal Money*—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.

(d) *Welding Allowances*—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 shall be paid.

(e) Boots shall be supplied to spray painters who are regularly engaged spraying in booths for 75 per cent or more of the 40-hour week.

(f) 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.

Deductions

9. (a) The employment shall be deemed to be a weekly one and no deduction shall be made from 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.

Travelling Passes

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

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 fourteen 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.

Emoluments and Privileges

13. 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 disputes committee.

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.

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 20th 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.

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 24th day of April 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 11 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.
