

NEW ZEALAND INDUSTRIAL MECHANICS—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 persons, firms and companies (hereinafter called “the employers”):

NORTHERN INDUSTRIAL DISTRICT

Armstrong and Springhall Ltd., 49 Federal Street, Auckland.  
Berlei (N.Z.) Ltd., corner of Nelson and Wellesley Streets, Auckland.  
Bushell Ltd., 28 Cook Street, Auckland.  
Cambridge Clothing Co. Ltd., Customs Street, Auckland.  
Dominion Clothing Co. Ltd., 312 Queen Street, Auckland.  
Kaiapoi Woollen Manufacturing Co. Ltd., Wellesley Street, Auckland.  
Onehunga Woollen Mills Ltd., Neilson Street, Onehunga, Auckland.  
Roneo Office Equipment Co. Ltd., Bates Building, Customs Street, Auckland.  
Steel, J., Ltd., 114 Karangahape Road, Auckland.  
Tuck, H. A., and Co. Ltd., P.O. Box 5432, Auckland.

TARANAKI INDUSTRIAL DISTRICT

Emmertson, W. J., Ltd., 5 Nelson Street, Hawera.  
Fashions Ltd., Devon Street, New Plymouth.  
Medley, J. S., 11 Brougham Street, New Plymouth.  
National Cash Register Co. Ltd., 215 Devon Street, New Plymouth.  
Singer Sewing Machine Co. Ltd., 126 Devon Street, New Plymouth.

## WELLINGTON INDUSTRIAL DISTRICT

Avery, W. and T., (N.Z.) Ltd., 212 Willis Street, Wellington.  
 Bonds Hosiery Mills Ltd., 181 Tasman Street, Wellington.  
 Burroughs Ltd., Government Life Building, Customhouse Quay, Wellington.  
 I.B.M. World Trade Corporation, P.O. Box 2557, Wellington.  
 International Computers and Tabulators Ltd., P.O. Box 1921, Wellington.  
 New Zealand Hobart Berkel Supplies Ltd., 76 Dixon Street, Wellington.  
 Patterson, W. J., Typewriter Mechanics, Hastings.  
 Timms Typewriter Agency, Napier.  
 Wellington Woollen Manufacturing Co. Ltd., 58 Jervois Quay, Wellington.

## MARLBOROUGH INDUSTRIAL DISTRICT

Rabone Bros., Blenheim.

## NELSON INDUSTRIAL DISTRICT

Armstrong and Springhall Ltd., Bridge Street, Nelson.

## WESTLAND INDUSTRIAL DISTRICT

Lane, Walker, and Rudkin, Mawhera Quay, Greymouth.  
 Westland Textiles Ltd., 150 Revell Street, Hokitika.

## CANTERBURY INDUSTRIAL DISTRICT

Armstrong and Springhall Ltd., 127 Worcester Street, Christchurch.  
 British Typewriters (Canterbury) Ltd., 701 Colombo Street, Christchurch.  
 Johnston and Cousins Ltd., Tent and Cover Makers, 93 Cashel Street, Christchurch.  
 Kaiapoi Woollen Manufacturing Co., 30 Manchester Street, Christchurch.  
 Lane, Walker, and Rudkin, 32 Montreal Street, Christchurch.  
 Lichfield Shirts Ltd., 179 Tuam Street, Christchurch.  
 Millers Ltd., Tuam Street, Christchurch.  
 Singer Sewing Machine Co. Ltd., Cashel Street, Christchurch.  
 Tekau Knitwear Co. Ltd. Sophia Street, Timaru.  
 Truscott, S., Saddlers, corner of Lichfield and Durham Streets, Christchurch.

## OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Armstrong and Springhall Ltd., corner of Water and Bond Streets, Dunedin.  
 Beechy and Underwood Ltd., Dowling Street, Dunedin.  
 Dominion Scale and Cash Register Co. Ltd., 298 Moray Place, Dunedin.  
 National Cash Register Co. Ltd., Cumberland 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 on the day of the date hereof and shall continue in force until the 8th day of September 1966 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 8th day of September 1964.

[L.S.]

A. P. BLAIR, Judge.

#### SCHEDULE

##### *Industry to Which Award Applies*

1. (a) This award shall apply to: Industrial mechanics (including sewing-machine mechanics) and metal trade workers:

- (i) Employed in factories whose main business is covered by any one or more of the following awards – Clothing-trade Employees' Award; Shirt, White, and Silk Workers' Award; Dressmakers and Milliners' Award; Canvas-workers' Award; Saddlers, Harness-makers, Collar-makers, and Bag-makers' Award; Woollen-mills Employees' Award. Nothing in this subclause shall apply to engineers' fitters, turners, blacksmiths and their assistants, or to workers employed under the terms of the Northern, Wellington, Westland, Canterbury, and Otago and Southland Woollen-Mills and Hosiery Factory Employees' Award.
- (ii) Employed by vendors and/or reconditioners of scale equipment and/or sewing machines.
- (iii) Engaged in the repair and maintenance of food slicers, coffee mills, sausage machines, and machines for sorting, packing, and removing dust from tea, coffee, and seeds.
- (iv) Engaged in the installation, maintenance or reconditioning of cash registers, typewriters, accounting, computing and other office and data processing business machines and equipment, (including the installation, maintenance or reconditioning by mechanics holding Certificate of Limited Registration of such machines and equipment using electrical/electronic components).

(b) This award shall not apply to any worker who is in receipt of a salary of £1,100 per annum or more, excluding overtime payments, bonuses and/or commission.

##### *Hours of Work*

2. (a) Not more than 40 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., except in factories attached to retail shops, where the daily hours may be extended to 5.30 p.m. in accordance with present practice. The time of starting and ceasing work between these hours shall be mutually arranged in each establishment, with a break of not more than an hour for lunch.

(b) Shifts may be worked where necessary. The ordinary hours of work for a shift worker shall not exceed five eight-hour shifts per week. Such shifts shall be worked between midnight Sunday/Monday and 7 a.m. Saturday. This subclause shall not apply unless shifts are worked on five or more consecutive working days. A shift shall include a meal interval of not less than half an hour, and two 10-minute rest intervals.

Where three shifts per day are worked, a worker required to rotate his shift duties shall be paid 4s. per shift in addition to ordinary rates. A worker employed only on afternoon or night shift shall, while so employed, be paid 5s. per shift in addition to ordinary rates.

(c) No worker shall be required to work more than four and a half hours continuously without an interval of at least three-quarters of an hour for a meal: Provided that this mealtime may be reduced to half an hour by mutual agreement.

#### *Overtime*

3. (a) All work done on any day in excess or outside of the hours mentioned in clause 2 of this award shall count as overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter: Provided that if mid-night occurs during a period in which overtime is being worked the incidence of mid-night shall not reduce the rate of overtime payable while such overtime continues.

Any worker (other than a shift worker) who is called back after 10 p.m. and/or before 6 a.m. on any weekday or after 12 noon on Saturday shall be paid double time rates for not less than two hours: Provided that if a worker is required to commence work between the hours of 6 a.m. and the ordinary hour for commencing work, then time worked between such hours shall be paid for at the rate of time and a half.

(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 continuously until after the cessation of public wheeled traffic and ceases work before the ordinary time of starting such traffic, shall be paid for time occupied in travelling to or from his home, computed on 3 miles per hour, at ordinary rates of pay. If a conveyance is provided for the worker by his employer, he shall not be entitled to payment for travelling time. For the purposes of this award "public wheeled traffic" shall mean, trams, buses, trains, or ferries ordinarily used by workers travelling to or from their work.

(c) 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 overtime after 6 p.m. on Monday, Tuesday, Wednesday, Thursday, or Friday, or if required to continue overtime after 1 p.m. on Saturday, Sunday, or a statutory holiday. Where a worker is required to obtain a meal on Saturday, Sunday, or on a holiday, the employer shall refund any surcharge incurred.

(d) No worker shall be obliged to work overtime on Friday night or on the night of the union's regular monthly meeting except on urgent or breakdown work.

(e) Any worker having worked all day and night shall not be required to continue working without his consent. If he does continue working he shall be paid double time rate for all time worked on the second day until an eight-hour break is allowed. Where by virtue of the compulsory eight-hour's break he loses ordinary time on the second day such time shall be paid for at ordinary rates.

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

#### *Holidays*

4. (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 (in Christchurch, Show Day shall be substituted for Anniversary Day): Provided that an employer may substitute the holidays prescribed in the industry award, but a worker shall not in any calendar year receive a lesser number of holidays than is above prescribed.

(b) A worker who has performed work subject to this award at any time during the fortnight ending on the day on which the holiday occurs shall be paid for the holiday. 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. Where any person has been so working for more than one person during the fortnight ending on the day on which any of the holidays mentioned in subclause (a) of this clause occurs, he shall be entitled to receive payment for the holidays in accordance with the provisions of section 28 (2) of the Factories Act 1946, as amended by section 6 of the Factories Amendment Act 1956.

(c) In the event of a holiday, other than Anzac Day, falling on a Saturday or a Sunday, such holiday shall be observed on the succeeding Monday. Where two successive holidays fall on Saturday and Sunday, they shall be observed on the following Monday and Tuesday.

(d) For work done on any of the holidays mentioned in subclause (a) of this clause double time in addition to the holiday pay shall be paid, and for work done on Sundays, or after 1 p.m. on Saturdays, double time shall be paid.

(e) Annual holidays shall be allowed in accordance with the Annual Holidays Act 1944. 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 the employer may before that date pay to that worker, in addition to all other amounts due to him, 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.

(f) After 10 years' service with the same employer, workers shall be allowed three weeks' annual leave in lieu of the provisions in subclause (e) of this clause. The third week's holiday shall be taken separately at a time suitable to the employer.

### *Wages*

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

For tradesmen with six years' experience in any branch or branches of the industries to which this award applies £15 6s. 8d. per week, or 7s. 8d. per hour for casual workers.

For tradesmen with five years' experience in any branch or branches of the industries to which this award applies £15 1s. 8d. per week, or 7s. 6½d. per hour for casual workers.

Other tradesmen £14 10s. per week, or 7s. 3d. per hour for casual workers.

Labourers £12 3s. 4d. per week, or 6s. 1d. per hour for casual workers.

A casual worker is a worker employed for less than one week.

(b) Youths engaged in any branch or branches of the industries covered by this award shall be paid not less than the following percentages of the weekly wage rate described for a tradesman of five years' experience:

(i) Juniors commencing under 17 years of age—	Per Cent
For the first 1,000-hour period .. ..	32
For the second 1,000-hour period .. ..	37
For the third 1,000-hour period .. ..	42
For the fourth 1,000-hour period .. ..	47
For the fifth 1,000-hour period .. ..	52
For the sixth 1,000-hour period .. ..	57
For the seventh 1,000-hour period .. ..	62
For the eighth 1,000-hour period .. ..	67
For the ninth 1,000-hour period .. ..	72
For the tenth 1,000-hour period .. ..	77

Thereafter the rate for tradesmen with five years' experience as prescribed in subclause (a) of this clause.

## (ii) Juniors commencing between the ages of 17 and 18 or with School Certificate—

			Per Cent
For the first 1,000-hour period	..	..	37
For the second 1,000-hour period	..	..	42
For the third 1,000-hour period	..	..	47
For the fourth 1,000-hour period	..	..	52
For the fifth 1,000-hour period	..	..	57
For the sixth 1,000-hour period	..	..	62
For the seventh 1000-hour period	..	..	67
For the eighth 1,000-hour period	..	..	72
For the ninth 1,000-hour period	..	..	77
For the tenth 1,000-hour period	..	..	83

Thereafter the rate for tradesmen with five years' experience as prescribed in subclause (a) of this clause.

## (iii) Juniors commencing after attaining the age of 18 years or with University Entrance—

			Per Cent
For the first 1,000-hour period	..	..	42
For the second 1,000-hour period	..	..	47
For the third 1,000-hour period	..	..	52
For the fourth 1,000-hour period	..	..	57
For the fifth 1,000-hour period	..	..	62
For the sixth 1,000-hour period	..	..	67
For the seventh 1,000-hour period	..	..	72
For the eighth 1,000-hour period	..	..	77
For the ninth 1,000-hour period	..	..	83
For the tenth 1,000-hour period	..	..	89

Thereafter the rate for tradesmen with five years' experience as prescribed in subclause (a) of this clause.

In calculating each 1,000-hour period time lost through sickness, accident, or default, and time gained through working overtime, shall be taken into account.

(NOTE—Attention is drawn to the provisions of the Minimum Wage Act.)

(c) This award shall not operate to reduce the wages of any worker while he remains in his present position of employment.

(d) The proportion of juniors, including apprentices, to journeymen shall not be more than one to one.

(e) All wages shall be paid weekly not later than Thursday and within working hours.

(f) Notwithstanding the foregoing, an employer may elect to pay wages on the same day as he pays the majority of the workers in his employ.

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

#### *Terms of Employment*

6. (a) An employer shall be entitled to make a rateable deduction from the weekly wages prescribed in this award for any time lost by a worker through sickness, accident, or default.

(b) In the case of workers employed on a weekly wage, one week's notice of the termination of the engagement shall be given by the employer or the worker, as the case may be; but this shall not prevent an employer from summarily dismissing a worker for serious misconduct.

### *General Conditions*

7. (a) It shall be the duty of the employer to provide (i) lockers wherever possible or, alternatively, other suitable accommodation wherein employees may keep their clothes; (ii) good ventilation; (iii) proper sanitary arrangements; and (iv) a sufficient supply of boiling water at meal times and for washing at knocking off times.

(b) The employer shall provide two dust coats or overalls for the use of each worker who shall keep them clean; such coats or overalls to be replaced as reasonably required.

(c) A 10-minute interval morning and afternoon shall be allowed to workers without deduction from pay.

(d) Scale mechanics engaged in dismantling or adjusting dirty or offensive machines belonging to the freezing works, gelatine or glue works, manure or chemical works, gasworks, fishmarkets, coal yards, or dirty weighbridges wherever situated, or such other dirty work as may be agreed upon between the employer and the worker or the union concerned or working in unusually wet conditions, shall be paid 3s. per day extra.

(e) Workers employed on oxy-acetylene brazing or welding 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. per day extra.

(f) The employer shall provide all the tools required to carry out the particular class of work upon which he is engaged.

(g) A mechanic shall not be required to do heavy lifting on scales or weighbridges without assistance.

(h) For each week in which a worker is willing and is required by his employer to use his own bicycle in connection with the employer's business, he shall be paid an allowance of 3s. 6d.

(i) Where it is deemed desirable for an industrial mechanic to hold a Certificate of Limited Registration issued by the Electricians Registration Board of New Zealand, the employer shall pay the cost of tuition fees and registration fees.

(j) Any worker issued with protective clothing or tools shall hand in such issue on being supplied with a replacement, or on the termination of his employment, or at such other times as the employer may require.

The employer may make a deduction from the wages of any worker, who having received an issue to which this subclause relates, does not account for it as required. The rate of deduction shall be the cost of the item not accounted for, after due allowance has been made for reasonable fair wear and tear.

If any dispute arises under this subclause as to the deduction from wages, it shall be decided in accordance with the provisions of clause 11 of this award.

### *Outside Work*

8. (a) All necessary travelling expenses and board and lodging shall be provided or paid for by the employer.

(b) Travelling time shall be paid for at ordinary rates, but not to a greater amount than eight hours in the day: Provided that a worker attending an instruction or refresher course shall not be entitled to travelling time outside of normal working hours.

### *Accidents*

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

*Access to Workshops*

10. The secretary or other paid authorised representatives 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 employers business. The employer shall give recognition to any worker who is appointed shop steward in the establishment in which he is employed.

*Disputes*

11. 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 whatsoever arising out of or connected therewith and not dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two 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 of appeal to the Court against a decision of any such committee upon giving to the other side written notice of any such appeal within 14 days after such decision has been made known to the party desirous of appealing.

*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.)

*Notification*

13. Any employer who is requested in writing by the secretary of the union so to do shall, within one month after the receipt of such request, supply to the union a list of all workers coming within the scope of this award then in his employ; but such request shall not be made to the employer at intervals shorter than six months.



*Under-rate Workers*

14. (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.

*Application of Award*

15. 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*

16. This award shall operate throughout the Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.

*Term of Award*

17. This award shall come into force on the day of the date hereof and shall continue in force until the 8th day of September 1966.

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 8th day of September 1964.

[L.S.]

A. P. BLAIR, Judge.

## MEMORANDUM

The award 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. P. BLAIR, Judge.