

(10866.) WELLINGTON METAL-WORKERS' ASSISTANTS.—  
INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and of section 5 of the Industrial Conciliation and Arbitration Amendment Act, 1932, this 31st day of July, 1935, embodies the terms of the settlement arrived at by the assessors on a Council of Conciliation held in Wellington on the 24th and 31st days of July, 1935, the said Council being duly appointed for the hearing of the industrial dispute between the Wellington Metal-workers' Assistants Industrial Union of Workers, Wellington (hereinafter called "the union") of the one part, and Union Steam Ship Co. of New Zealand, Ltd., Wellington, William Cable and Co., Ltd., Wellington, Luke Bros., Ltd., Wellington, and the Wellington Patent Slip Co., Ltd., Wellington (hereinafter called "the employers") of the other part, the said terms of settlement being as set out in the Schedule hereto.

## SCHEDULE.

*Hours of Work.*

1. Forty-four hours shall constitute a week's work, of which eight hours shall be worked on five days of the week and four hours on Saturday—to be worked between the hours of 7 a.m. and 5 p.m. on five days of the week, and between the hours of 7 a.m. and noon on Saturdays.

*Holidays.*

2. (a) For all hours on Sundays, Christmas Day, New Year's Day, Good Friday, and Labour Day double time shall be paid.

(b) For all hours worked on the 2nd January, Anniversary Day, Easter Saturday, Easter Monday, King's Birthday, and Boxing Day time and a half shall be paid.

(c) If any of the prescribed holidays is not generally observed in any locality, an employer may substitute any other day generally observed as a holiday in that locality.

(d) Notice of closing down for Christmas holidays shall be posted in a conspicuous place at least three days before the holidays.

*Overtime.*

3. (a) Overtime shall be worked as required by the employer. For all work done in excess of the hours mentioned in clause 1 hereof payment shall be made 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 of such traffic, and any worker who may work continuously until after the cessation of public wheeled traffic and cease work before the ordinary time of starting of such traffic, shall be paid for time occupied in travelling from and to his home, computed on three 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 purpose of this clause "public wheeled traffic" shall mean trams, buses, trains, or ferries ordinarily used by workers travelling to and from their work.

(c) No worker shall be required to work more than five hours continuously without a meal.

(d) Any worker having worked all day and night and being required to continue working on into the next day shall be paid time and a half rates for all such time worked on the second day.

Any such worker shall be permitted to cease work at 5 p.m. on the second day.

(e) Any worker having worked all day and having continued to work till after midnight shall be given eight hours off or be paid time and a half rates for all time worked on the second day.

(f) A worker brought back from his home at night shall be guaranteed a minimum of two hours at time and a half.

(g) Meal-money: The employer shall allow meal-money at the rate of 1s. 3d. per meal when workers are called upon to work overtime after 6 p.m. Mondays to Fridays inclusive, or after 1 p.m. on Saturdays, provided that such workers cannot reasonably get home to their meals.

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

#### *Night Shifts.*

4. (a) A "night shift" shall mean a shift of eight hours worked between the ordinary time of leaving off work in the evening and starting of work in the morning. One day and one night shift only shall be worked during each twenty-four hours. A worker required to work at night for less than three consecutive nights shall not be deemed to be a night-shift worker, but shall be paid for such work at overtime rates.

(b) Workers engaged on night shift shall be paid 3s. per shift extra if working on three or more consecutive nights.

(c) Any worker having worked all night and day and being required to continue working on into the next night shall be paid time and a half for all such time worked on the second night.

(d) A night-shift worker required to work in excess of eight hours shall be paid time and a half for such excess time.

#### *Wages.*

5. (a) The minimum rate of wages to be paid to metal workers' assistants (not provided for under any other award or industrial agreement) shall be 1s. 11d. per hour.

(b) Workers employed at oxy-acetylene welding or electric welding for not less than four hours in a day shall be paid 1s. extra per day. If employed at oxy-acetylene or electric welding for more than four hours in a day, they shall be paid 1s. 3d. extra per day.

(c) All wages shall be paid weekly and on Friday, and within ten minutes of knocking off work. In the event of a holiday falling on a Friday wages shall be paid on the Thursday.

(d) In cases of the dismissal of a worker or when the worker leaves of his own accord wages due shall be paid on the following day.

*Wages of Boys and Youths.*

6. Boys and youths may be employed at the following rates of wages:—

	Per Week.		
	£	s.	d.
From sixteen to seventeen years of age	0	15	0
From seventeen to eighteen years of age	1	2	6
From eighteen to nineteen years of age	1	10	0
From nineteen to twenty years of age ..	1	17	6
From twenty to twenty-one years of age	2	5	0
Thereafter the minimum rates.			

*Outside Work.*

7. (a) For outside work the employer shall pay the fare of the worker both ways. When the worker is employed at such work that he is unable to return to his home at night suitable board and residence shall be provided at the employer's expense.

(b) Travelling-time shall be paid for at ordinary rates, but not to a greater amount than eight hours in the day.

(c) Where a worker is employed at country work at such a distance that he is unable to return to his home at night he shall be paid at overtime rates for all work done in excess of the hours prescribed in clause 1 hereof.

(d) When a worker is required to travel by coastal steamer, first-saloon fares shall be provided; when travelling by train, second-class fares shall be provided.

(e) Workers required to travel by steamer or train shall have meals provided by the employer in all cases where meals are not included in the fare.

(f) Workers required to travel in the steamer express between Wellington and Lyttelton for the purpose of effecting repairs on such steamer shall be paid four hours' travelling-time at ordinary rates for each night at sea.

(g) The foregoing provisions of this clause shall not apply to the Wellington Patent Slip Co., Ltd., for work in the Port of Wellington, and in lieu thereof the following shall apply: Workers required to work at the Jubilee Dock, Wellington, or at Miramar shall be paid 9d. each way to cover travelling-time and fares, or, in lieu thereof, the employer may provide free conveyance.

*Heat and Cold Money.*

8. (a) Any worker required to work in any compartment or confined space 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 during which the work is performed, a special heat rate computed at ordinary-time rate for the time he is so employed.

(b) No worker shall be compelled to work where the temperature is over 150 degrees.

(c) The person in charge of the job shall determine and certify to the temperature of any place for the purpose of this clause of the agreement.

(d) Workers employed in freezing-chambers where the temperature is below 30 degrees shall be paid 3d. per hour extra.

*Dirty Work.*

9. (a) Any worker employed at the following work shall be paid 1s. 3d. per day extra as dirt-money: Under lower platform of engine-room or stokeholds; in confined spaces about marine and land boilers, or between ship's side or bunker bulkhead and boilers, or between bulkhead and back end of single-ended boilers, or between top of boiler and deck; repairing smokebox doors, uptakes, and inside funnel; all repairs inside bunkers; working inside furnaces, back ends, and through manholes of boilers; all repairs inside ballast-tanks and (unless steamed out) oil-tanks, sheathing patches under ship's bottom when jointed with red-lead and canvas.

(b) Workers not regularly employed at manure-works shall receive 1s. 9d. per day extra when employed in repairing manure-plants at manure-works.

(c) "Day" shall mean any portion of the twenty-four hours during which a worker is employed at work coming within the meaning of this clause.

*Salvage Work.*

10. (a) Each salvage job shall be considered on its merits by representatives of employers and employees, and the rate of pay awarded accordingly.

(b) In case of a disagreement arising as to any matter under this clause it shall be the duty of the employers and employees to take all necessary steps to effect a settlement without delay, and, pending such settlement, there shall be no delay in commencing salvage operations.

(c) Failing a settlement as provided in subclause (b) hereof, the dispute shall be referred to a committee consisting of three

representatives of the union and three representatives of the employers, and if they fail to reach an agreement they shall appoint an independent chairman, who shall have a casting vote.

*Sanitary and other Conveniences.*

11. (a) It shall be the duty of the employer to provide suitable lockers wherein the employees may keep their clothes; good ventilation and proper sanitary arrangements; also a sufficient supply of boiling water at meal times.

(b) Where electric welding is being done screens shall be provided if possible; if not, goggles shall be provided.

*Light and Shelter.*

12. (a) In all cases where artificial light is required in a dock or on ship work, electric light shall be supplied where available; and proper staging erected.

(b) Flares may be used with the consent of the workers.

*Accidents.*

13. A St. John Ambulance (or similar) first-aid compressed kit shall be kept in a convenient and accessible place in every works, also conveniences for a supply of hot water at short notice.

*Access to Workshop and Shop Stewards.*

14. With the consent of the employer first obtained the union secretary or any person duly appointed shall be allowed access to any works at any time for the purpose of interviewing any worker coming within the scope of the agreement upon business connected therewith, or the employer shall give recognition to any worker who is appointed shop steward for the particular department in which he is employed.

*Under-rate Workers.*

15. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement 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.

#### *Preference.*

16. If any employer shall hereafter engage any worker coming within the scope of this agreement who shall not be a member of the union, and who shall not become a member thereof within seven days after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

The provisions of this clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this agreement of good character and sober habits to become a member of the union, upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 9d. per week, and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being more than three months in arrear, without reasonable excuse, in his contributions to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his contributions, and £1 for misconduct at a meeting of the union.

*Matters not provided for.*

17. If a dispute shall arise between the parties to this agreement upon any matters arising out of or in connection with the agreement and not specifically dealt with therein, it shall be referred to a committee comprised of three representatives of the union and three representatives of the employers, with an independent chairman, for decision. The decision of a majority of this committee shall be binding. If no decision can be arrived at either party may refer the matter to the Court.

*Definitions.*

18. This agreement shall apply to blacksmiths' strikers, engineers', boilermakers', and moulders' assistants.

*Scope of Agreement.*

19. This agreement shall apply only to the parties named herein for work within the Wellington Industrial District.

*Term of Agreement.*

20. This agreement shall come into force from the day of the date hereof and shall continue in force until the 24th day of May, 1937.

In witness whereof the said assessors have executed these presents pursuant to the said section 5 of the Industrial Conciliation and Arbitration Amendment Act, 1932, the day and year first before written.

Signed by the assessors appointed on behalf of the employers—

W. G. SMITH.  
D. JAMIESON.  
S. E. LUKE.  
R. CABLE.

Signed by the assessors appointed on behalf of the employees—

J. REGAN.  
S. FERREL.  
J. H. COLLINS.  
A. MURRAY.

Witness—W. J. Wakelin.