

NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

(10930.) NORTHERN INDUSTRIAL DISTRICT BOILERMAKERS, IRON AND STEEL SHIP AND BRIDGE BUILDERS.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Auckland District Boilermakers, Iron Ship Workers and Bridge Builders' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

- Appleton, F., Arthur Street, Newmarket, S.E. 1.
- Auckland City Council, Town Hall, C. 1.
- Auckland Electric-power Board, Queen Street, C. 1.
- Auckland Farmers' Freezing Co., Ltd., Endean's Buildings, C. 1.
- Auckland Gas Co., Ltd., Beaumont Street, C. 1.
- Auckland Harbour Board, Quay Street, C. 1.
- Auckland Ironmasters' Industrial Union of Employers, Swanson Street, C. 1.
- Auckland Ironworks, Bronte Street, C. 1.
- Australian Glass Manufacturers' Company, Ltd., Penrose, S.E. 6.
- Binns Engineering Co., Ltd., Jellicoe Street, Auckland, C. 1.
- Birkenhead and Northcote Gas Co., Ltd., Northcote, N. 4.
- Birkenhead Borough Council, N. 5.
- Burt, A. and T., Ltd., Customs Street West, C. 1.
- Cain, George, 7 Alpha Road, C. 4.
- Cameron Bros., 62 Hobson Street, C. 1.
- Challenge Phosphate Co., Ltd., Otahuhu, S.E. 7.
- Chambers, John, and Son, Ltd., Fort Street, C. 1.
- Colonial Sugar Refining Co., Ltd., Quay Street, C. 1.
- Devonport Borough Council, N. 1.
- Devonport Steam Ferry Co., Ltd., Queen's Wharf, C. 1.
- Fraser, George, and Sons, Stanley Street, C. 1.
- Hellaby, R. and W., Ltd., Quay Street, C. 1.
- Kauri Timber Co., Ltd., Fanshawe Street, C. 1.
- Kemphorne, Prosser, and Co., Ltd., Albert Street, C. 1.
- McIntyre's Clyde Iron Works, Ltd., Onehunga, S.E. 5.
- Mason Bros., Engineering Co., Ltd., Pakenham Street, C. 1.
- Mount, D., Ltd., Crowhurst Street, Newmarket, S.E. 1.
- Newmarket Borough Council, S.E. 1.
- N.Z. Steel Pipe and Tank Co., Ltd., Alpha Road, C. 4.
- Niven, Jas. J., and Co., Customs Street West, C. 1.
- Northcote Borough Council, N. 4.
- Northern Steamship Co., Ltd., Quay Street, C. 1.
- Parker Engineering Co., Ltd., Madden Street, C. 1.
- Price, A. and G., Ltd., King's Drive, C. 1.
- Seagar Bros., Ltd., Customs Street West, C. 1.
- Senior Foundry, Ltd., Halsey Street, C. 1.
- Steel Construction Co., Ltd., Sale Street, C. 1.
- Union Steamship Co., Ltd., Quay Street East, C. 1.
- United Repairing Co., Ltd., Quay Street East, C. 1.
- Vulcan Steel Construction Co., Ltd., Nelson Street, C. 1.
- Westfield Freezing Co., Ltd., Maritime Buildings, Quay Street, C. 1.

Wilson, W., Ltd., Federal Street, C. 1.
 Wilson's (N.Z.) Portland Cement Co., Ltd., Shortland Street, C. 1.
 Whittaker, W., 94 Wheturangi Road, Green Lane, S.E. 4.

Country.

Davys, Third, and Mitchell, 46 Bright Street, Gisborne.
 Gisborne Borough Council.
 Gisborne Gas Co., Ltd.,
 Gisborne Harbour Board.
 Gisborne Sheep Farmers' Frozen Meat Co., Ltd.
 Hamilton Gas Co., Ltd.
 Judd, Chas., Ltd., Thames.
 Kaipara Steamship Co., Helensville.
 Mullan and Noy, Ltd., Hamilton.
 Niven, Jas. J., and Co., Ltd., Gisborne.
 Niven, Jas. J., and Co., Ltd., Hamilton.
 Poverty Bay Engineering Co., Ltd., Gisborne.
 Price, A. and G., Ltd., Thames.
 Roose Shipping Co., Ltd., Mercer.
 Whangarei Engineering Co., Ltd., Whangarei.
 Young, W. B., Hamilton.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, 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 31st day of October, 1936, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

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 1st day of November, 1935.

[L.S.]

E. PAGE, Judge.

SCHEDULE.

Definitions.

1. This award shall apply only to workers employed on the following classes of work:—

- (a) All iron and steel ship work.
- (b) And, when the plate exceeds $\frac{1}{2}$ in. in thickness,—
 - (i) All steam-tight, water-tight, oil-tight, or air-tight work:
 - (ii) All shearing on plate work:
 - (iii) All punching when the holes have to correspond with the holes punched on another part of the work for the purpose of bolting or riveting:
 - (iv) All riveting on structural steel work and bridge work except riveting done with a gap riveting-machine:
 - (v) Marking off from plans:
 - (vi) Marking and making of templates:
 - (vii) Operating hand welding or cutting machines, whether oxy-acetylene or electric:
 - (viii) Assembling in connection with Government plate girder bridges:
 - (ix) Flanging and angle-iron smithing.

Hours of Work.

2. (a) Except as otherwise provided, the ordinary hours of work shall not exceed eight hours on five days of the week to be worked between the hours of 7.30 a.m. and 5 p.m., and four hours on Saturday to be worked between 7.30 a.m. and noon.

(b) The operation of the foregoing subclause shall not prevent the employer and the worker in any factory or workshop agreeing to work forty-four hours on five days of the week, in which case the ordinary day's work shall be eight hours and forty-eight minutes without payment of overtime.

Overtime.

3. (a) Except as otherwise provided, all time worked outside of or in excess 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 quarter for the first two hours, then time and a half until midnight, and double time after midnight, until the ordinary time for starting work next morning.

(b) If a worker is required to commence work between 6 a.m. and the ordinary hour for starting work, time worked between those hours shall be paid for at the rate of time and a quarter: Provided that this shall not operate to allow of more than two hours' overtime being worked on any one day at the rate of time and a quarter.

(c) Notwithstanding anything contained in subclause (a) of this clause, time worked on Saturdays between 9 p.m. and midnight shall be paid for at double time rates.

(d) Any worker having worked continuously for twenty-four hours, inclusive of intervals for meals, shall not be required to continue working without his consent.

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

(f) 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 to or from 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 award "public wheeled traffic" shall mean trams, buses, trains, or ferries ordinarily used by workers travelling to and from their work.

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

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

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

Shifts.

4. (a) Notwithstanding anything contained in this award, night shifts may be worked subject to the following provisions:—

- (i) That shifts are worked on not less than three consecutive working-nights.
- (ii) The ordinary hours of work for night-shift workers shall not exceed eight hours on Monday to Friday nights inclusive, to be worked between 4.30 p.m. and 8 a.m., and four hours on Saturdays, to be worked between noon and midnight Saturday-Sunday; or, alternatively, eight hours forty-eight minutes to be worked on Monday to Friday nights inclusive.
- (iii) Time worked in excess of the hours mentioned in the preceding paragraph shall be deemed to be overtime, and shall be paid for at the rate of time and a quarter for the first two hours, time and a half for the next four hours, and double time thereafter.
- (iv) A worker employed on night shift shall be paid an allowance of 2s. 6d. per shift, but such allowance shall not be included in the computation of overtime.
- (v) Clauses 2 and 3 of this award shall not apply to night-shift workers.

Wages.

5. (a) The minimum rate of wages for journeymen shall be 2s. per hour.

(b) A worker shall be paid 1d. per hour extra for ship work actually done on the vessel.

(c) A worker required by his employer or chargeman to do any of the following classes of work shall be paid 1s. 3d. per day extra:—

- (i) Overhead oxy-acetylene or electric welding and/or cutting.
- (ii) Oxy-acetylene or electric welding and/or cutting in confined spaces on ship work.
- (iii) Oxy-acetylene or electric welding inside of oval petrol tanks.

(d) *Chargemen*: Where a worker has been specially directed by his employer to take charge of any job which lasts for eight hours or more, and has under his control not less than six tradesmen, such worker shall be paid 2s. per day extra.

(e) For the purposes of subclauses (c) and (d) a "day" shall mean any portion of the twenty-four hours from the usual starting-hour in the morning.

(f) 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 working-day preceding the holiday.

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

Improvers.

6. At the conclusion of his term of apprenticeship an apprentice may be employed for one year as an improver either by the employer with whom he served his apprenticeship or by another employer. The minimum rate for an improver shall be 1s. 7d. per hour for the first six months and 1s. 8d. per hour for the second six months of his improvership.

Piecework and Premium Bonus.

7. 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.

Holidays.

8. (a) For work done on New Year's Day, Sundays, Christmas Day, Good Friday, and Labour Day, double time shall be paid. For work done on the day following New Year's Day, Easter Saturday, Easter Monday, King's Birthday, Anniversary Day, and Boxing Day, time and a half shall be paid.

(b) 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.

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

Outside Work.

9. (a) For outside work the employer shall pay the fare of the worker both ways. When the worker is employed at country work, 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, he shall be paid at overtime rates for all work done in excess of the hours prescribed in clause 2 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 boat or train shall have meals provided by the employer in all cases where meals are not included in the fare.

(f) Notwithstanding anything contained herein, any employer may agree with any worker that in respect of any specified country work the hours of work shall be other than those hereinbefore prescribed, without payment of overtime other than double time for work done on Sundays.

(g) Country work means work performed by a worker which necessitates his lodging elsewhere than at his usual place of residence.

Dirty Work.

10. Any worker employed at the following work shall be paid 1s. 6d. 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 top of boiler and deck; repairing smoke-box doors, uptakes, and inside funnel; all repairs inside bunkers; working inside furnaces, backends, and through manholes of boilers; all repairs inside ballast-tanks and oil-tanks, and all work of a similar nature; sheathing patches under ships' bottom, and repairing digesters at manure works.

Salvage Work.

11. (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 the case of a disagreement arising as to any matter under this clause, it shall be the duty of 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.

Heat and Cold.

12. (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 at which the work is performed, a special heat rate computed at ordinary time rates for the time he is so employed.

(b) No worker shall be required to work in any space where the temperature has been raised to above 150 degrees.

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

(d) The person in charge of the job and a representative of the workers shall determine and certify to the temperature of any place for the purpose of this clause of the award.

Light, Shelter, and Ventilation.

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

(b) Proper shelter shall be provided to protect workers from cold winds or wet weather.

(c) In the case of vessels which have been fumigated, workers shall not be asked to go into holds or other compartments until a Government Health Inspector, Port Health Officer, or person mutually agreed upon certifies that it is safe to work therein.

(NOTE.—(d) The assessors recommend that shipowners provide wind-sails or suction fans for use when holds, peaks, chain-lockers, and ballast-tanks are not otherwise sufficiently ventilated.)

Sanitary and other Conveniences.

14. 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-hours and for washing at knock-off times. "Suitable lockers" means lockers in which clothes may be hung up.

Safety Precautions.

15. (a) No worker shall be required to enter any furnace or chamber while the boiler is under steam-pressure, nor shall any worker be required to enter any boiler connected by steam-pipe to another boiler if such second boiler is under steam-pressure, unless the communicating-valve between the two boilers is securely closed and locked. If the valve will not close securely a blank flange shall be fitted.

(b) All oxygen or other gas storage chambers shall be tested and certified as safe before any worker shall enter same.

(c) All workers using pneumatic hand riveting-machines to be supplied with gauntlets, which shall remain the property of the employer.

(d) Workers employed on oxy-acetylene or electric welding and cutting to be provided with goggles and gauntlets, &c.

(e) Handles of electric drilling-machines shall be properly insulated.

(f) 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.

(g) A suitable ambulance first-aid outfit shall be available for any worker when employed on outside work.

Matters not provided for.

16. Should a dispute arise between the parties to this award upon any matters arising out of or in connection with the award but not specifically dealt with therein, it shall be settled between the particular employer concerned, or his representative, and the secretary or president of the union; and in default of any agreement being reached, then the dispute shall be referred to the Conciliation Commissioner, who may either decide the matter or refer it to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within seven days after such decision.

Riveting.

17. All riveting $\frac{5}{8}$ in. diameter or over shall be double-handed work.

Exemptions.

18. The foregoing provisions of this award shall, so far as the undermentioned employers are concerned, be modified in manner following, that is to say:—

(a) Forty-four hours shall constitute a week's work, but may be worked within such hours as the exigencies of the employment may reasonably require, but shall not exceed eight hours in any one day.

(b) Overtime shall be paid for any time worked in excess of eight hours on five days of the week, or of four hours on the statutory half-holiday, at the rate of time and a quarter for the first two hours, time and a half for the next four hours, and double time thereafter.

(c) Notwithstanding the provisions of subclause (f) of clause 5 hereof, the said employers may pay their workers in accordance with the custom prevailing in their respective establishments.

(d) The following are the employers referred to in this clause:—

- (i) All Borough and Town Councils.
- (ii) All freezing companies.
- (iii) All Harbour Boards.
- (iv) All Power Boards.
- (v) Colonial Sugar Refining Co., Ltd., Auckland; Devonport Steam Ferry Co., Ltd., Auckland; R. and W. Hellaby, Ltd., Auckland; Kempthorne, Prosser, and Co.'s N.Z. Drug Co., Ltd., Auckland; Wilson's (N.Z.) Portland Cement Co., Ltd., Auckland.

(e) Sawmillers and sawmilling companies who are parties to this award shall pay the minimum rates of wages and overtime to all workers employed by them coming within the scope of this award, but if there is an award or industrial agreement in operation in the district relating to workers in the sawmilling industry such sawmillers and companies may observe the provisions of such award or industrial agreement as to hours of work and holidays in lieu of the provisions of this award in respect of such matters.

(f) Harbour Boards may substitute the holidays observed under their respective bylaws for the holidays hereinbefore prescribed.

Preference.

19. (a) If any employer shall hereafter engage any worker coming within the scope of this award 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 subclause relating to the dismissal of workers shall apply, with equal effect, to any worker coming within the scope of this award engaged since the 5th day of November, 1926, but before the coming into force of this award, who is not a member of the union during the currency of this award.

(b) 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 award 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 1s. 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.

Under-rate Workers.

20. (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 who 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.

Scope of Award.

21. This award shall operate throughout the Northern Industrial District.

Term of Award.

22. This award, in so far as it relates to wages, shall be deemed to have come into force on the 11th day of October, 1935, and so far as all the other conditions of this award are concerned it shall come into force on the 1st day of November, 1935, and this award shall continue in force until the 31st day of October, 1936.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 1st day of November, 1935.

[L.S.]

E. PAGE, Judge.

MEMORANDUM.

The only matter referred to the Court related to preference. In other respects the award embodies the recommendations of the Conciliation Council, which the parties agreed to accept.

E. PAGE, Judge.