

(11314.) WELLINGTON INDUSTRIAL DISTRICT METAL-WORKERS'  
ASSISTANTS.—AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Wellington Metal-workers' Assistants Industrial Union of Workers (hereinafter called "the union") and the under-mentioned persons, firms, and companies (hereinafter called "the employers") :—

Andrews and Sons, Holland Street, Wellington.  
Aitcheson and Co., Ltd., Martinborough.  
Anderson, W., Dannevirke.  
Angus, W. M., Owen Street, Napier.  
Ballinger Bros., Ltd., Kaiwarra.  
Ballinger, Thos., and Co., Ltd., 73 Dixon Street, Wellington.  
Barry Bros., Ltd., Port Ahuriri, Napier.  
Beck and Collings, Heretaunga Street, Hastings.  
Bergersen, H. E., George Street, Palmerston North.  
Berry Engineering Co., Ltd., Ashley Street, Palmerston North.  
Bettany, H., 111 Taranaki Street, Wellington.  
Bonner, A., Longburn.  
Borthwick and Sons, Feilding.  
Bredin and Leith, High Street, Carterton.  
Brookes, E. S., Contractor, Napier.  
Bull Bros., Waghorne Street, Port Ahuriri, Napier.  
Bull and Hodgins, Market Street, Hastings.  
Burgess, A., 18 Rangitikei Street, Palmerston North.  
Burn and Son, Buick Street, Petone.  
Burt, A. and T., Ltd., Courtenay Place, Wellington.  
Cable, W., and Co., Ltd., Kaiwarra.  
Collet and Sons, Mangatera.  
Dalley, H. C., Dickens Street, Napier.  
Davidson, J. C., Main Street, Pahiatua.  
Davidson and Ormundsen, Dannevirke.  
Duncan, P. and D., Ltd., Queen Street, Hastings.  
Duthie Steel-Casement Co., Coutts Street, Kilbirnie.  
Eaton and Marshall, 19 Ridgway Street, Wanganui.  
Eclipse Foundry Co., Ltd., Holland Street, Wellington.  
Ewington, J. C., Engineer, Masterton.  
Fisher, D. P., Wigan Street, Wellington.  
Gaby and Corrick, Adelaide Road, Wellington.  
Gilberd and Mitchell, 114 Taranaki Street, Wellington.  
Griffiths, J. H., Rangitikei Street, Palmerston North.  
Hamilton, McNeil, and Co., Waterloo Quay, Wellington.  
Hand, Warmington Co., 12 Ebor Street, Wellington.  
Hicks and Sons, Stafford Street, Feilding.  
Holben and Hubbard, Palmerston North.  
Hosking and Son, Feilding.  
Hume Steel, Ltd., Seaview Road, Lower Hutt.  
Hursthouse, D. W., and Co., King Street, Hastings.  
Hutcheson Engineering Co., Ltd., Cuba Street, Wellington.  
Jenkins and Mack, Featherston Street, Wellington.  
Johns and Wallace, Alpha Street, Wellington.  
Kempthorne, Prosser, and Co., Ltd., Aromoho, Wanganui.

Luke Bros., Ltd., Cable Street, Wellington.  
 Lowe's Foundry, Ltd., Lower Hutt.  
 Manson and Barr, Ltd., Palmerston North.  
 Marshall, Son, and Baxter, Ltd., King Street, Wellington.  
 Malleable Casting Co. (N.Z.), Ltd., Petone.  
 Martin, A. E., 112 Main Street East, Palmerston North.  
 Masterton Borough Council, Masterton.  
 Metters (N.Z.), Ltd., Burnham Street, Petone.  
 Murphy and Son, Sturdee Street, Wellington.  
 Murray, D., and Co., Taupo Quay, Wanganui.  
 Murray and Forbes, Riddiford Street, Wellington.  
 Napier Borough Council, Napier.  
 Napier Gas Co., Napier.  
 Napier Harbour Board, Napier.  
 Neilson Bros., Broadway, Marton.  
 Niven, J. J., and Co., Ltd., Church Street, Palmerston North.  
 Niven, J. J., and Co., Ltd., Port Ahuriri, Napier.  
 Niven, J. J., and Co., Ltd., Wairoa.  
 Owles and McCarthy, St. Hill Street, Wanganui.  
 Palmerston North City Council, Palmerston North.  
 Petone Borough Council, Petone.  
 Reid and Renner, Ghuznee Street, Wellington.  
 Robinson, H., and Co., Hastings Street, Napier.  
 Slight, L. N., Engineer, Marton.  
 Spiral and Lock Bar Steel Pipe Co., Wanganui.  
 Stubbs and Co., Ltd., Engineers, Hastings.  
 Taihape Foundry and Engineering Co., Taihape.  
 Taylor and Pointon, Rangitikei Street, Palmerston North.  
 Taylor, W., Engineer, Hastings.  
 Wanganui City Council, Wanganui.  
 Wanganui Engineering Co., Ltd., Station Street, Wanganui.  
 Wanganui Harbour Board, Wanganui.  
 Wellington City Council, Wellington.  
 Wellington Gas Co., Ltd., Courtenay Place, Wellington.  
 Wellington Harbour Board, Wellington.  
 Wellington Meat Export Co., Ltd., Ngahauranga.  
 Wellington Mechanical Engineering Co., corner of Tory and Vivian  
 Streets, Wellington.  
 Wellington Structural and Reinforcing Steel Co., Ltd., Cable Street,  
 Wellington.  
 Willerton Engineering Co., corner of Molesworth and Aitken Streets,  
 Wellington.  
 Winlove, J., and Son, Waipukurau.

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 from the 21st day of December, 1936, and shall continue in force until the 21st day of December, 1937, 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 15th day of December, 1936.

[L.S.]

E. PAGE, Judge.

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SCHEDULE.

*Hours of Work.*

1. (a) Forty hours shall constitute a week's work.

Except as provided in clause 4 hereof, eight hours shall be worked on five days of the week between the hours of 7.30 a.m. and 5 p.m.: Provided, however, that nothing in the foregoing shall prevent the employer and the worker from coming to an agreement as to meal-hours and the time for commencing work.

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

(c) Pursuant to the provisions of section 3 of the Factories Amendment Act, 1936, the limits of hours fixed by subsection (1) of that section are hereby extended upon the terms set out in the preceding subclauses in respect of each occupier of a factory bound or to be bound by the provisions of this award.

*Overtime.*

2. (a) All work done outside and in excess 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 four hours and double time thereafter until the ordinary time for commencing work next morning, if worked continuously, with the exception of intervals for meals.

(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 before the ordinary time of starting such traffic, shall be paid for time occupied in travelling from or to his home; computed on three miles per hour, at ordinary rates of pay.

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

(d) No worker shall work continuously for more than twenty-four hours, including meal-times, except by mutual agreement between the worker and his employer.

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

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

(g) Meal-money: Employers shall allow meal-money at the rate of 1s. 6d. per meal when workers are required to work overtime after 6 p.m. on Mondays to Fridays inclusive.

(h) No worker shall work overtime on Friday night, except upon urgent or breakdown work.

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

*Holidays.*

3. (a) The following holidays shall be allowed without deduction of pay: New Year's Day, 2nd January, Anniversary Day, Anzac Day, Good Friday, Easter Monday, King's Birthday, Labour Day, Christmas Day, Boxing Day, and Picnic Day.

(b) Time worked on any of the above holidays or on Sundays shall be paid for at double ordinary rates.

(c) In no case shall the overtime rate be less than 1s. 6d. per hour.

(d) Payment of wages for the said holidays shall be made to all persons who have been employed—

(i) In the case of Christmas Day, Boxing Day, New Year's Day, Good Friday, or Easter Monday—at any time during the fortnight ending on the day on which the holiday occurs.

(ii) In the case of any other whole holiday—for at least four days during the week ending on the day on which the holiday occurs.

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

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

(g) Where the principal business of an employer is covered by another award the holidays prescribed in such other award may be substituted for the holidays mentioned herein.

#### *Shifts.*

4. Shifts may be worked as required by the employer. In factories or workshops a worker required to work not more than three consecutive days on shift work outside the hours prescribed in clause 1 (a) hereof shall be paid at overtime rates, but if he is required to work more than three consecutive evenings or night shifts he shall be paid the sum of 3s. per shift in addition to his ordinary wage.

#### *Wages.*

5. (a) The minimum rate of wages for workers coming within the scope of this award shall be 2s. 3½d. per hour.

(b) Workers actually employed doing oxy-acetylene or carbon or any other form of electric welding (other than assisting) shall be paid 1s. 6d. per day extra.

(c) All wages shall be paid not later than Friday and within ten minutes of knocking-off time.

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

#### *Piecework and Premium Bonus.*

6. 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:

Provided that if any workers employed under any system of payment by results are dissatisfied with the rate fixed by the

employer they may refer the dispute to a committee as provided in clause 19 of this award. On the introduction of any system of payment by results after the coming into operation of this award the employer shall give written notice to the secretary of the union within seven days.

### *Youths and Boys.*

7. The following shall be the rates of wages for youths and boys:—

Age commencing	Six-monthly Rises.									
	1.	2.	3.	4.	5.	6.	7.	8.	9.	10.
	Per Week.	Per Week.	Per Week.	Per Week.	Per Week.	Per Week.	Per Week.	Per Week.	Per Week.	Per Week.
Under 16 ..	17/6	22/6	27/6	32/6	37/6	42/6	47/6	52/6	57/6	62/6
16-17 ..	20/-	25/-	30/-	35/-	40/-	45/-	50/-	55/-	62/6	62/6
17-18 ..	27/6	32/6	37/6	42/6	47/6	52/6	57/6	62/6	62/6	..
18-19 ..	30/-	35/-	40/-	45/-	50/-	55/-	62/6	..	..	..
19-20 ..	40/-	45/-	50/-	55/-	62/6	..	..	..	..	..
20-21 ..	50/-	55/-	62/6	..	..	..	..	..	..	..

And thereafter, or on attaining the age of twenty-one years, whichever is the earlier, the minimum rate of wages herein prescribed.

### *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 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 compelled to work in any space where the temperature has been raised to above 160 degrees.

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

(e) 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.

*Salvage Work.*

9. (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 affect 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.

*Outside Work.*

10. (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 boat 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 inter-Island steamers between Wellington and Lyttelton and between Wellington and Nelson for the purpose of effecting repairs on such steamers shall be paid four hours travelling-time at ordinary rates for each night at sea.

(g) When the work is situated less than fifty miles from an employer's place of business the worker shall be refunded his return fare to and from the place of engagement once every four weeks during the continuance of the work, and, if over fifty miles, once every three months, but in such cases travelling-time shall not be paid for.

*Dirty Work.*

11. (a) Any worker employed at the following work shall be paid 1s. 6d. per day extra dirt money: In rotary kilns and coolers at cement works; repairing smoke-box doors; uptakes and inside funnels; working inside furnaces, back ends, and through manholes; overhauling winches, grabs, traction-engines, locomotives, and undergear of tram-cars; and all repair work done on board ship.

In ship-work, oil-tanks or tanks painted with bitumen shall be properly ventilated by suction fan or other means, and, in cases where proper ventilation is not provided, all repair work in such tanks shall be paid for at time and a half rates.

(b) Workers not regularly employed at manure-work shall receive 2s. per day extra when employed in repairing manure plants at manure-works. Workers not regularly employed at manure-works shall be paid double time when employed at repair work inside digestors 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.

*Sanitary and Other Conveniences.*

12. (a) It shall be the duty of the employer to provide suitable individual lockers in each department 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 time. "Suitable lockers" means lockers in which clothes may be hung up.

(b) An employer shall provide reasonable facilities for supplying warmth for men working in the workshops in cold weather.

(c) In workshops where electroplating, chromium-plating, polishing and grinding work in connection therewith are performed, or in which objectionable fumes are caused, employers shall install suitable suction plants and fans.

(d) Where electric welding is being done, screens shall be provided where practicable to prevent inconvenience to adjacent workers.

*Light and Shelter.*

13. (a) In all cases where artificial light is required, electric light shall be supplied where available, and proper staging shall be erected for men to work in safety.

(b) The light in every foundry shall be sufficient to provide safe entrance and exit for employees and to carry on work safely during working-hours.



*Accidents.*

14. (a) A modern first-class emergency case, fully equipped, shall be kept in a convenient and accessible place in every works, also provision made for a supply of hot water at short notice.

(b) Facilities shall be provided for rendering first aid in the case of accident to workers while working outside the employer's place of business.

(c) The St. John Ambulance first-aid compressed kit shall be the first-aid case to be kept as required in subclause (a) and it shall be open to inspection once a month by a union official.

*Access to Workshops.*

15. The union secretary or any person duly appointed shall be allowed access to any workshop at any time for the purpose of interviewing any worker coming within the scope of this award, upon business connected therewith, and the employer shall give recognition to any worker who is appointed shop-steward for the particular department in which he is employed.

*Workers to be Members of Union.*

16. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ, in any position or employment subject to this award, any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award:

Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause, a person of the age of eighteen years or upwards and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

*Under-rate Workers.*

17. (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.

*Definitions.*

18. This award shall cover blacksmiths' strikers, engineers, boilermakers and moulders' assistants, machinists not covered by other awards, and range-fitters, but shall not cover workers employed in the measuring, cutting, bending, placing, and shaping of steel for reinforced concrete.

*Disputes.*

19. 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 to appeal to the Court against the decision of such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

*Scope of Award.*

20. This award shall operate throughout the Wellington Industrial District.

*Term of Award.*

21. This award shall come into force on the 21st day of December, 1936, and shall continue in force until the 21st day of December, 1937.

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 15th day of December, 1936.

[L.S.]

— E. PAGE, Judge.

MEMORANDUM.

The only matters referred to the Court related to wages and definitions. In other respects the award embodies the recommendations of the assessors in Conciliation Council.

— E. PAGE, Judge.