

(11356.) WELLINGTON, CANTERBURY, AND OTAGO AND SOUTHLAND INDUSTRIAL DISTRICTS **BOILERMAKERS, IRON-SHIP, AND BRIDGE BUILDERS.**—AWARD.

In the Court of Arbitration of New Zealand, Wellington, Canterbury, and Otago and Southland Industrial Districts.— In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the New Zealand Federated Boilermakers, Iron and Steel Ship and Bridge Builders Industrial Association of Workers and the undermentioned industrial unions of workers (hereinafter called “the union”):—

Wellington United Boilermakers, Iron and Steel Ship and Bridge Builders Industrial Union of Workers
United Boilermakers, Iron and Steel Ship Builders of Canterbury Industrial Union of Workers
United Boilermakers and Iron-ship Builders of Otago Industrial Union of Workers

and

the undermentioned industrial association of employers, persons, firms, and companies (hereinafter called “the employers”):—

The New Zealand Federated Ironmasters Industrial Association of Employers, 8-10-12 The Terrace, Wellington.

Wellington.

Beck and Collinge, Engineers, Heretaunga Street, Hastings.
Berry, E. D., Ashley Street, Palmerston North.
Borthwick, Thos., and Sons (Australasia), Ltd., Masterton.
Bredin and Leith, Engineers, &c., High Street, Carterton.
Collett and Sons, Engineers, Barraud Street, Dannevirke.
Davidson, D. P., General Engineer, Main Street, Pahiatua.
Ewington, J. C., Engineer, Masterton.
Fletcher Construction Co., Ltd., Contractors, Cable Street, Wellington.
Fraser and Bourke, Building Contractors, Wellington.

Gilberd and Mitchell, Oxwold Company, 114 Taranaki Street, Wellington.
 Hamilton, McNeil, and Co., Waterloo Quay, Wellington.
 Hand Warmington Engineering Co., Ltd., 12 Ebor Street, Wellington.
 Hawke's Bay Farmers' Meat Co., Ltd., Whakatu.
 Marshall, Sons, and Baxter, Wellington.
 Martin, A. E., Engineer, 112 Main Street, Palmerston North.
 Murray and Co., Engineers, Riddiford Street, Wellington.
 Murray, D., and Co., Engineers, Taupo Quay, Wanganui.
 National Mortgage and Agency Co., Ltd., Freezing-works, Longburn.
 Neilson, N. A., Engineer, Sollett Street, Marton.
 New Zealand Refrigerating Co., Ltd., Freezing-works, Imlay, Wanganui.
 Niven, J. J., and Co., Ltd., Engineers, Taranaki Street, Wellington.
 Shell Co. of New Zealand (The), A.M.P. Buildings, Wellington.
 Steel Pipe Co. and Engineering Co., Ltd., Wanganui.
 Taihape Foundry and Engineering Co., Taihape.
 Taylor and Pointon, Rangitikei Street, Palmerston North.
 Wanganui River Services, Ltd., Wanganui.
 Watt, P. C., Building Contractor, Wellington.
 Wellington Harbour Board, Wellington.
 Wellington Meat Export Co., Ltd., Ngahauranga.
 Wellington Structural and Reinforcing Steel Co., Ltd., Cable Street, Wellington.
 Williams, H., and Sons, Vulcan Foundry, 109 Hastings Street, Napier.

Canterbury.

Andersons Ltd., Christchurch and Lyttelton.
 Booth, MacDonald, and Co., Ltd., Carlyle Street, Sydenham, Christchurch.
 Bowman, W. J., 132 Main South Road, Riccarton.
 Canterbury Frozen Meat Co., Ltd., Cashel Street, Christchurch.
 Drury, —, Engineers, Christchurch.
 Duncan, P. and D., Ltd., Tuam Street, Christchurch.
 Jamieson, J. and W., Ltd., Colombo Street, Christchurch.
 Lilly, C. L., 207 Durham Street, Christchurch.
 McFadden and Bartrop, 57 St. Asaph Street, Christchurch.
 Midland Engineering Co., St. Asaph Street, Christchurch.
 New Zealand Refrigerating Co., Ltd., Hereford Street, Christchurch.
 Niven, James J., and Co., Ltd., 160 Lichfield Street, Christchurch.
 Parr and Co., Timaru.
 Ruddick, E. J., Addington.
 Scott Bros., Ltd., Christchurch.
 Shaw, Fred, Fitzgerald Avenue, Christchurch.
 Smith, H., and Co., Lyttelton.
 Storrier and Co., Timaru.
 Wallace and Cooper, Timaru.
 Williamson, W., 175 Montreal Street, Christchurch.

Otago and Southland.

Ball and Walker, Engineers, Leven Street, Invercargill.
 Blyth, P., Engineer, Winton.
 Brass, J., Engineer, Otautau.
 Burt, A. and T., Ltd., Engineers, Stuart Street, Dunedin.
 Chambers, John, and Son, Ltd., Engineers, Stuart Street, Dunedin, and Tay Street, Invercargill.
 Chandler and Co., Engineers, Otautau.
 Checkitts, W., and Sons, Leven Street, Invercargill.

- Cossens and Black, Ltd., Engineers, Crawford Street, Dunedin.
 Cowie, Frank, Blacksmiths, Winton.
 Crittall Metal Windows, Ltd. (N.Z.), Birch Street, Dunedin.
 Currie, A. L., and Co., Thomas Burns Street, Dunedin.
 Davies, Geo. W., and Co., 79 McIaggan Street, Dunedin.
 Dunedin and Kaikorai Tram Co., Ltd., 56 Stuart Street, Dunedin.
 Dunedin Engineering and Steel Co., Ltd., Willis Street, Dunedin.
 Dunedin Machinery Co., 79 Castle Street, Dunedin.
 Farm and Motor Service, Ltd., 61 Castle Street, Dunedin.
 Farra Bros., Ltd., corner of Tewesley and Richardson Streets, Dunedin.
 Faulkner, J. and W., Ironfounders, Castle Street, Dunedin.
 Green, J., Main Street, Gore.
 Gore Implement Exchange (P. Mallon, Proprietor), Medway Street, Gore.
 Hay, Jabez, and Co., Ythan Street, Invercargill.
 Hayes and Sons, Engineers, Oturehua, Central Otago.
 Hunter, G. R., Engineer, Thames Street, Oamaru.
 Invercargill Borough Council, Invercargill.
 James, R., and Co., Hope Street, Dunedin.
 Johnston Bros., Engineers, Bluff.
 Johnston, J., and Sons, Ltd., Leet Street, Invercargill.
 Leech, Turner, and Co., Ltd., 106 King Street, Dunedin.
 Macalisters, Dee Street, Invercargill.
 Mann, J., and Co., Engineers, Castle Street, Dunedin.
 Manson, G. and U., Engineers, Crawford Street, Dunedin.
 Martin, R., McVi., Engineer, Winton.
 McGregor and Co., Ltd., Otago Foundry, Mason Street, Dunedin.
 McLean, T., and Co., Acetone Welders, 12 Manor Place, Dunedin.
 McQuarrie, D., and Co., Blacksmiths, Tay Street, Invercargill.
 Methven and Co., Ltd., Engineers, Bracken Street, Dunedin South.
 Milburn Lime and Cement Co., Ltd., 59 Crawford Street, Dunedin.
 Millis, R., and Sons, Engineers, Moray Place, Dunedin.
 Morrison, A., and Co., Engineers, 204 Moray Place, Dunedin.
 Moss and Watt, Engineers, 252 King Street, Dunedin.
 Newberry Walker, Ltd., Ward Street, Dunedin.
 New Zealand Refrigerating Co., Ltd., Burnside.
 Nicholson and Co., Engineers, Bluff.
 Niven, J. J., and Co., Ltd., Engineers, Moray Place, Dunedin.
 North Otago Engineering Co., Ltd., Tyne Street, Oamaru.
 Oamaru Harbour Board, Oamaru.
 Otago Iron-rolling Mills Co., Ltd., Burnside.
 Otago Machinery Exchange, 193 Princes Street, Dunedin.
 Parsons, R., Leven Street, Invercargill.
 Port Chalmers Marine Repair Workers (Union S.S. Co.), Port Chalmers.
 Price, C. T., 99 McIaggan Street, Dunedin.
 Radiation (N.Z.), Ltd., Ironfounders, Jutland Street, Dunedin.
 Reid and Gray, Ltd., Engineers, Burnside.
 Reid, E., and Co., Thomas Street, Oamaru.
 Ross and Glendining, Ltd., High Street, Dunedin.
 Scurr, T., Ltd., Engineers, 329 Cumberland Street, Dunedin.
 Searle and Co., Engineers, Dee Street, Invercargill.
 Shiels, Jenkins, and Co., Engineers, Leven Street, Invercargill.
 Smith, Alex., and Co., Engineers, Ranfurly.
 Southland Frozen Meat and Produce Export Co., Ltd., Invercargill.
 South Otago Freezing Co., Ltd., Balclutha.
 Sparrow, J., and Sons, Engineers, 70 Rattray Street, Dunedin.
 Stevenson and Cook Engineering Co., Beach Street, Port Chalmers.

Storrie Willett, Ltd., Implement-makers, Invercargill.
 United Trading and Manufacturing Co., Gordon Street, Gore.
 Union S.S. Co., Ltd., Port Chalmers.
 Waitaki Farmers' Freezing Co., Ltd., Pukeuri.
 Watson, J. E., and Co., Ltd., Tay Street, Invercargill.
 Wilkins and Co., Engineers, Tay Street, Invercargill.
 Wilson and Wilson, Engineers, 22 St. Andrew Street, Dunedin.
 Wilson Bros., Engineers, Leet Street, Invercargill.

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 21st day of December, 1936.

[L.S.]

E. PAGE, Judge.

SCHEDULE.

Hours of Work.

1. (a) Forty hours shall constitute a week's work, of which eight hours shall be worked on each day from Monday to Friday inclusive, and between the hours of 7.30 a.m. and 5 p.m. The time of starting and ceasing work between these hours shall be arranged in each establishment, with a break of not more than one hour for lunch. In the case of shift workers the commencing hours shall not be earlier than 7 a.m.

(b) Night shifts: (i) 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.

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

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

(iv) A night-shift worker required to work in excess of eight hours shall be paid overtime rates, time and a half for the first four hours and double time thereafter.

(c) Ship-repair work: The hours of work for workers engaged on ship-repair work shall be forty-four per week, to be worked from 8 a.m. to 5 p.m. each day from Monday to Friday inclusive, and from 8 a.m. to noon on Saturday.

If a worker is employed for portion of the week on work other than ship-repair work and for portion of the same week on ship-repair work his hours of work for that week shall be forty, but Saturday work from 8 a.m. to noon on ship-repair work will be permitted in such week provided that the forty hours is not thereby exceeded.

Overtime.

2. (a) All work done in excess or outside of the hours mentioned in clause 1 hereof shall count as overtime and shall be paid for as follows: Time and a half for the first four hours and thereafter double time.

(b) Any worker having worked continuously for twenty-four hours, inclusive of intervals for meals, shall not be required to

continue working without his consent. If he does continue working he shall be paid double rates for all time worked on the second day.

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

(d) 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.

(e) 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 cease work before the ordinary time of starting 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 unless a conveyance is provided for the worker by his employer.

For the purpose of this award "public wheeled traffic" shall mean trams, buses, trains, or ferries ordinarily used by workers travelling to or from their work.

(f) 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 meal-hour may be reduced to half an hour by mutual agreement.

(g) No worker shall work overtime on Friday nights except on urgent or breakdown work.

(h) Meal-money: The employer shall allow meal-money at the rate of 1s. 6d. per meal when workers are called upon to work overtime after 6 p.m., provided that such workers cannot reasonably get home to their meals in one hour.

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

Holidays.

3. (a) The following shall be the recognized holidays New Year's Day, 2nd January, Good Friday, Easter Saturday, Easter Monday, King's Birthday, Labour Day, Christmas Day, Boxing Day, and Anniversary Day.

(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) In Canterbury, Show Day may be substituted for Anniversary Day.

(d) For work done on the above holidays and on Sundays or Anzac Day, double time shall be paid.

(e) The provisions of section 14 of the Factories Amendment Act, 1936, shall apply to workers employed in factories owned by employers who are parties to this award.

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

Wages and Definitions.

4. Boilermakers work shall be—

(a) All iron and steel ship work;

And, when the plate exceeds $\frac{1}{8}$ in. in thickness,—

- (i) All steam-tight, water-tight, oil-tight, or air-tight work;
- (ii) All shearing on plate work and all cutting to an accurate measurement, except jig work, cutting plate-scrap, or plough-shares;
- (iii) All punching when the holes have to correspond with the holes on another part of the work for the purpose of bolting or riveting, except punching tripod harrows;
- (iv) All fabricating and/or riveting on structural steel work and bridge work. All hand riveting $\frac{5}{8}$ in. and over shall be double hand work;
- (v) Marking off from plans;
- (vi) Marking and making of templates;
- (vii) Cutting and welding with hand welding or cutting machines, whether oxy-acetylene or electric, in connection with boilermakers work; provided that this shall not interfere with the use of oxy-acetylene or electric cutting or welding apparatus by engineers or metal workers' assistants in connection with their work;
- (viii) Assembling in connection with plate girder bridges.
- (ix) Flanging and angle-iron smithing;

and shall be paid for at the rate of 2s. 5 $\frac{1}{2}$ d. per hour.

(b) Workers employed at oxy-acetylene welding or cutting and/or electric welding or cutting for less than four hours in a day shall be paid 1s. extra per day; for more than four hours in a day, 1s. 6d. extra per day.

(c) *Chargemen*: Where a worker has been specially directed by his employer to take charge of any job, and has under his control not less than six tradesmen, such worker shall be paid 2s. per day extra, provided that the job shall extend for one day or more.

(d) Nothing in this award shall apply to—

Workers employed in drilling, shearing (other than plate work), dismantling, and/or erecting in position, or to cupola furnacemen.

Workers assisting on oxy-acetylene welding, welding stock and/or repetition work, or operating spot or automatic welding-machines, steam or air hammer attendant, striker and machinists not elsewhere specified.

Furnacemen and workers on the following operations: Chipping, rough grinding, fettling and drilling, operating hydraulic, pneumatic power or hand-press on cold work, punching (except as elsewhere provided), drawing or pressing, crane-driving, operating annealing furnace, rough grinding, holding-up on any work, rivet heating, galvanizing or sheradizing assistants, engineers' assistants, tinsmiths and sheet metal workers' assistants, and all labourers.

(e) All wages shall be paid weekly within ten minutes of knocking off work.

(f) All wages shall be paid on dismissal of a worker.

Improvers.

5. If in the opinion of the Apprenticeship Committee appointed in connection with this industry any apprentice who has completed his term of apprenticeship is not sufficiently competent to earn the minimum rate of wages prescribed in this award, then and in such case such apprentice shall be rated as an improver for such period as the Committee shall determine in order that he may qualify as an efficient tradesman. The Committee shall determine the rates that shall be paid during the term of improvership. If the employer or the worker is dissatisfied with the decision of the Committee he may appeal to the Court within fourteen days after such decision has been communicated to him. In localities where no Apprenticeship Committee is functioning, the period of improvership shall be not more than twelve months and the minimum rate of wages shall be 2s. 4½d. per hour.

Piecework and Premium Bonus.

6. Work may be done by piecework or on the premium bonus system, but in either case at such rate 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 17 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.

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 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 steamer 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) When the work is situated less than fifty miles from the 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.

8. (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; over-hauling 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-works 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.

Heat and Cold.

9. (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.

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 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.

Travelling-time between Port Chalmers and Dunedin.

11. (a) When journeymen are engaged at Port Chalmers and sent to work at Dunedin their return fares shall be paid, also time occupied in travelling at ordinary rates.

(b) When the employers fail to notify the men on the previous day that they are required to work in Dunedin, the sum of 1s. 6d. per meal shall be allowed during the time they are employed, but when notice is given on the previous day, journeymen shall provide for their lunch. Other meals if the men are detained to work overtime shall be paid for by the employer.

(c) Journeymen engaged at Dunedin or Port Chalmers to be employed at other ports shall be conveyed by their employer to and from such work free of charge, but once only during the continuance of such work. Time occupied in travelling during ordinary working-hours or on Sundays between 8 a.m. and 5 p.m. shall be paid at ordinary rates.

Sanitary and other Conveniences.

12. (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-hours and for washing at knock-off times. "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) Employers in workshops where electroplating, buffing, polishing, and grinding work in connection therewith are performed shall install suitable suction plants and fans.

(d) It shall be the duty of the shop foreman to keep all passages clear at casting-time.

Light and Shelter, &c.

13. (a) In all cases where artificial light is required, 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) All skylights shall be protected by wire-netting underneath.

(d) 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.

(e) Where natural light is insufficient to properly light the foundry, artificial light of sufficient power shall be provided.

(f) The continuous use of hand torches or other lamps that emit injurious smoke or gases is prohibited.

(g) If men report on the job on any day and are unable to commence work because of weather conditions they shall be entitled to one hour's pay.

(h) One hour's notice of termination of engagement shall be given by either side, failing which one hour's pay shall be given or forfeited by the employer or worker; any worker required to attend at the place of his employment on any day shall receive a minimum of two hours' pay.

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

(j) All workers using pneumatic machines to be supplied with gauntlets.

(k) Workers employed on oxy-acetylene or electric welding and cutting to be provided with leather aprons, goggles, and gauntlets.

(l) Where portable electric lights, electric drills, and other portable electrical equipment are in use every care shall be taken to see that they are properly insulated. Workers shall immediately report to the foreman any defect in such equipment. Workers using electric drilling-machines to be provided with rubber gloves.

(m) In the workshops, screens shall be supplied for electric welding-machines; height of screen to be 6 ft. with two 3 ft. wings.

Accidents.

14. (a) A modern first-aid 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 under subclause (a) hereof, and 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.

Engineering Students.

16. Any student of any recognized University Engineering College in the Dominion who engages himself to any employer party to this award for the purpose of obtaining practical experience to supplement his theoretical training during the vacation periods shall be exempt from the provisions of this award: Provided that this shall not entitle an employer to dismiss a worker in order to make room for a student.

Matters not provided for.

17. If a dispute shall arise between the parties to this award upon any matters arising out of or in connection with the award 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, who shall appoint an independent chairman for decision. The decision of a majority of this committee shall be binding, except that any party adversely affected thereby shall have the right within fourteen days after the decision is given to appeal against the decision to the Court of Arbitration, which may amend the decision in any way as, after hearing the parties, it may consider necessary or desirable.

"Smoko."

18 Times at which smoking shall be permitted in the workshop shall be mutually arranged between the employers and the workers in each case.

Under-rate Workers.

19. (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.

Workers to be Members of Union.

20. (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.)

Extension of Hours under Factories Act.

21. 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 clause 2 (f) hereof in respect of each occupier of a factory bound or to be bound by the provisions of this award.

Scope of Award.

22. This award shall operate throughout the Wellington, Canterbury, and Otago and Southland Industrial Districts.

Term of Award.

23. 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 21st day of December, 1936.

[L.S.]

E. PAGE, Judge.

MEMORANDUM.

The matters referred to the Court were wages, night shifts, overtime rates, employment of boys and youths, improvers' rate, and exemptions.

In other respects the award embodies the recommendations of the Conciliation Council.

Mr. Monteith's dissenting opinion is attached.

E. PAGE, Judge.

DISSENTING OPINION OF MR. MONTEITH.

I am not in agreement with the rate of wages, which should have been at least 2s. 6d. This rate has been agreed to in various awards.

When the Court fixed the rate of 2s. 5½d. I was of the opinion that it should have been 2s. 6d., and since that date a number of awards have been made at the figure of 2s. 6d.

In connection with ship-repair work, my remarks in the Engineers' award apply.