

NORTHERN, WELLINGTON, CANTERBURY, AND OTAGO AND  
SOUTHLAND **MOULDERS**.—AWARD

[Filed in the Office of the Clerk of Awards, Dunedin.]

In the Court of Arbitration of New Zealand, Northern, 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 Moulders' Industrial Association of Workers  
Auckland Iron and Brass Moulders' Industrial Union of Workers  
Wellington Iron and Brass Moulders' Industrial Union of Workers  
Christchurch Iron and Brass Moulders' Industrial Union of Workers  
Dunedin Iron and Brass Moulders' Industrial Union of Workers

(hereinafter called "the union") and the undermentioned association, firm, and companies (hereinafter called "the employers")—

New Zealand Federated Ironmasters' Industrial Association of  
Employers.

Mason and Porter, Ltd., Cleveland Road, Parnell, Auckland.

Price, A. and G., Ltd., Thames.

Cable, Wm., and Co., Ltd., Hutt Road, Kaiwarra.

Metters (N.Z.), Ltd., Burham Street, Petone.

Booth, Macdonald, and Co., Ltd., Carlyle Street, Christchurch.

Andersons Ltd., Lichfield Street, Christchurch.

Radiation (N.Z.), Ltd., Jutland Street, Dunedin.

Methven, G., and Co., Ltd., Anderson's Bay Road, South 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 on the 10th day of July, 1944, and shall continue in force until the 10th day of July, 1945, 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 28th day of June, 1944.

[L.S.]

A. TYNDALL, Judge.

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#### SCHEDULE

##### *Industry to which Award applies*

1. This award shall apply to all workers employed in the making or manufacturing of all classes of ferrous and non-ferrous castings.

##### *General Definitions*

2. For the purposes of this award the following definitions shall apply:—

“First-class moulders” shall include jobbing moulders, jobbing coremakers, and plate-moulders as hereinafter defined—

“Jobbing moulder” means a moulder engaged in floor moulding, loam-moulding, strickle-moulding, or moulding from loose patterns, and/or finishing off bath-moulds made by a machine process:

“Jobbing coremaker” means a moulder engaged in making cores for moulds by the use of loam or strickle boards, or by loose boxes, other than boxes used for repetition production of cores requiring little or no skill to produce:

“Plate-moulder” means an adult employee engaged in moulding on the plate system other than on machines.

“ Machine-moulder ” means an adult employee engaged in moulding by machines where the pattern is a fixture to the plate.

“ Machine-coremaker ” means an adult employee making cores by machines where the core-box is a fixture to or part of such machine.

“ Sunday ” means the time between midnight Saturday and midnight Sunday.

“ Day ” means the period from midnight to midnight.

### *Hours of Work*

3. (a) Forty hours shall constitute an ordinary week's work, of which not more than eight hours may be worked on each day from Monday to Friday inclusive, and between the hours of 7.30 a.m. and 5 p.m. The time of starting and ceasing work between these hours shall be mutually arranged in each establishment, with a break of not more than one hour for lunch.

(b) 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-time may be reduced to half an hour by mutual agreement. In the case of Metters (N.Z.), Ltd., Petone; Scott Bros., Ltd., Christchurch; and the Osborne Gas Stove Co., Ltd., Christchurch, relief men may work four and three-quarter hours without an interval for a meal.

### *Shifts*

4. (a) Notwithstanding anything elsewhere contained in this award, shifts may be worked as required by the employer. In factories or workshops where a worker is required to work not more than three consecutive days on shift-work outside the hours prescribed in clause 3 hereof he shall be paid at overtime rates as provided in clause 5 hereof. If he is required to work more than three consecutive afternoon or night shifts he shall be paid 3s. per shift in addition to ordinary rates while employed on such shifts in the case of jobbing, and 10 per cent. in addition to ordinary rates while employed on such shifts in the case of manufacturing.

(b) The commencing hour for day shifts shall be not earlier than 7 a.m. instead of the commencing hour of 7.30 a.m. mentioned in clause 3 (a), or such other hour as may be agreed upon by the employer and the local union secretary. An afternoon shift means any shift finishing at or before midnight, and a night shift means any shift finishing subsequent to midnight and at or before 8 a.m.

Where it is practicable, shifts shall be worked on a regular rotation.

The hours and method of working shifts in porcelain enamelling may be continued as at present or varied by agreement with the union.

(c) Except as provided in subclause (a) hereof, in the case of overtime on shift-work, overtime shall only be payable after eight hours' work, and shall then be paid for at the rate of time and a half for the first four hours and double time thereafter: Provided that overtime rates shall not be payable where the overtime arises from arrangements between employees themselves.

When the relief does not come on duty at the proper time the worker not relieved shall work for an additional four hours at time and a quarter rates. If he is not then relieved he shall be paid double time for all time worked after such four hours. If he is relieved at the end of four hours, the worker who relieves him shall be paid time and a quarter rates until the commencement of the next shift. Where not less than four hours' notice has been given to the employer by the employee that he will be absent from work, and the employee whom he should relieve is not relieved, such latter employee shall be paid at ordinary overtime rates for all time worked after he has finished his ordinary shift.

#### *Overtime*

5. (a) All work done in excess or outside of the hours mentioned in clause 3 hereof shall count as overtime, and shall be paid for at the rate of time and a half for the first four hours in any one day and double time thereafter. Any worker (other than a shift-worker) who is called back after 10 p.m. or after 12 noon on Saturday shall be paid double rates.

(b) Any worker having worked 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 until midnight shall be given eight hours off or be paid double time for all time worked on the second day.

(e) Where a worker is required to work overtime in the terms of subclause (a) hereof after the ordinary hour of ceasing work for the day and where such period is broken

except for meal intervals, after at least four hours' overtime has been worked no worker shall be called upon to resume work until a period of eight hours has elapsed unless double rates are paid for all time worked following such resumption of work.

(f) 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.

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 or from their work.

(g) No worker shall work overtime on Friday nights except on urgent or breakdown work. As far as possible, overtime shall not be worked on the night of the union's regular monthly meeting.

(h) The employer shall allow meal-money at the rate of 1s. 9d. per meal when workers are called upon to work overtime after 6 p.m. on Monday, Tuesday, Wednesday, Thursday, or Friday, or after 1 p.m. on Saturday, unless such workers can reasonably get home for a meal and return to their work in one hour, in which case the meal allowance need not be paid.

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

(j) When working overtime under conditions where a worker cannot obtain a meal without incurring extra travelling-expense, the employer shall reimburse such extra expense.

### *Holidays*

6. (a) The following shall be the recognized holidays which shall be paid for at ordinary rates, except when the holiday falls on a day other than an ordinary working-day: New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, Christmas Day, Boxing Day, and Anniversary Day or a day to be substituted therefor.

(b) The employer shall pay wages for the above holidays to all workers performing work coming within the scope of this award who have been employed by him at any time during the fortnight ending on the day on which the holiday occurs.

(c) Where any worker has been employed upon work coming within the scope of this award by more than one employer during the fortnight ending on the day on which any

of the above holidays occurs, he shall be entitled to receive payment for the holiday from such one or more of those employers, and if more than one, in such proportions as the Inspector of Awards determines.

(d) In the event of a holiday, other than Anzac Day, falling on a Sunday, such holiday shall be observed on the succeeding Monday, and in the event of another holiday falling on such Monday, such other holiday shall be observed on the succeeding Tuesday.

(e) For work done on any of the above holidays or on Sundays or 2nd January double time shall be paid.

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

(g) In addition to the above holidays, an annual holiday of one week on full pay shall be allowed to boys and youths and females on completion of each year of service at a time to be mutually arranged between the employer and the worker. After three months' service either from the commencement of the engagement or the end of the qualifying period for the last holiday a worker whose service is terminated, other than for misconduct, shall be entitled to a proportionate holiday or payment in lieu thereof.

(NOTE.—Attention is drawn to the provisions of the Annual Holidays Act, 1944, which will apply to workers covered by this award as from the 1st August, 1944.)

### Wages

7. The minimum rates of wages shall be as follows:—

	Per Hour.	
	s.	d.
First-class moulder .. ..	2	9
Machine-moulder—		
First six months' experience ..	2	6
Second six months' experience ..	2	6 $\frac{3}{4}$
Third six months' experience ..	2	7 $\frac{1}{2}$
Thereafter .. ..	2	8
Machine-coremaker .. ..	2	5 $\frac{1}{2}$

Moulders while engaged in moulding for or casting steel shall be paid 1d. per hour extra.

### Boys and Youths

8. (a) Boys and youths under twenty-one years of age may be employed on machine-coremaking.

(b) The minimum weekly rates of wages payable to such boys and youths shall be in accordance with the following scale:—

Age commencing	First Six Months.	Second Six Months.	Third Six Months.	Fourth Six Months.	Fifth Six Months.	Sixth Six Months.	Seventh Six Months.	Eighth Six Months.	Ninth Six Months.	Tenth Six Months.
Under 16 ..	20/-	25/-	30/-	35/-	40/-	45/-	50/-	55/-	60/-	70/-
16 to 17 ..	22/6	27/6	32/6	37/6	42/6	47/6	55/-	60/-	65/-	70/-
17 to 18 ..	27/6	32/6	37/6	42/6	50/-	57/6	65/-	70/-	..	..
18 to 19 ..	32/6	37/6	42/6	47/6	55/-	62/6	70/-	..	..	..
19 to 20 ..	42/6	50/-	55/-	65/-	70/-	..	..	..	..	..
20 to 21 ..	55/-	60/-	70/-	..	..	..	..	..	..	..

and thereafter, or on attaining the age of twenty-one years, not less than the appropriate adult rate according to the class of work he is called upon to perform.

(c) No deduction shall be made from the weekly wages prescribed in subclause (b) hereof except for time lost through the worker's default, sickness, or accident.

(d) Boys or youths shall not be employed at sand-blasting except where the worker is protected by the work being done in an enclosed cabinet.

#### *Female Workers*

9. Female workers may be employed under the conditions laid down for male workers, subject to the following special conditions:—

(a) A rest period of ten minutes shall be allowed and paid for during every morning and afternoon.

(b) Female workers shall not be employed on night shifts.

(c) Female workers may be employed upon coremaking.

(d) Female workers shall be paid not less than the following minimum weekly rates of wages:—

Age commencing	First Six Months.	Second Six Months.	Third Six Months.	Fourth Six Months.	Fifth Six Months.	Sixth Six Months.	Seventh Six Months.
Under 16 ..	19/-	23/-	27/-	31/-	35/-	40/-	47/6
16 to 17 ..	22/-	26/-	30/-	34/-	39/-	46/-	..
17 to 18 ..	25/-	29/-	33/-	38/-	45/-	..	..
18 to 19 ..	28/-	33/-	38/-	44/-	..	..	..
19 to 20 ..	31/-	37/-	43/-	..	..	..	..
20 to 21 ..	34/-	42/-	..	..	..	..	..

and thereafter, or on attaining the age of twenty-one years, not less than £2 12s. 6d. per week.

(e) Wages shall be paid weekly, but (subject to the provisions of the Factories Act relating to deductions from wages) only time worked shall be paid for.

(f) The employer shall provide the following for female workers:—

- (i) Overalls and/or caps where the employer and the local secretary of the union agree that they are necessary:
- (ii) Work seats where it is possible to use them:
- (iii) Reasonable facilities for supplying warmth in cold weather:
- (iv) Lockers, or such alternative accommodation as may be agreed upon between the employer and the local secretary of the union:
- (v) Boiling water at meal-times and for washing purposes.

#### *Increase in Rates of Remuneration*

10. All rates of remuneration, including time and piece wages and overtime and any other special payments, provided for in this award shall be increased to the extent and in the manner prescribed by the two general orders of the Court made under the Rates of Wages Emergency Regulations 1940, and dated the 9th August, 1940, and the 31st March, 1942, respectively.

EXPLANATORY NOTE.—(1) The general order of the 9th August, 1940, increased *rates of remuneration* determined by awards and industrial agreements and apprenticeship orders by an amount equal to 5 per cent. thereof.

(2) (a) The general order of the 31st March, 1942, further increased *rates of remuneration* determined by awards and industrial agreements and apprenticeship orders (inclusive of the 5-per-cent. increase provided by the general order of the 9th August, 1940) by an amount equal to 5 per cent. thereof, but excluded from the increase such portion of the *remuneration* of each worker as exceeded—

- (i) The amount of £5 a week in the case of male workers twenty-one years of age and over;
- (ii) The amount of £2 10s. a week in the case of female workers twenty-one years of age and over;
- (iii) The amount of £1 10s. a week in the case of male and female workers under twenty-one years of age; and
- (iv) The amount of £1 10s. a week in the case of apprentices under apprenticeship orders.

(b) The increase in *rates of remuneration* provided by the order referred to in (a) hereof applied to the unexcluded portion of the *remuneration* of each worker, irrespective of his or her total weekly *remuneration*.

(3) The term "*rates of remuneration*" includes time and piece wages and overtime and any other special payments. The term "*remuneration*" means actual earnings, including time and piece wages and overtime and any other special payments.

### *Piecework and Premium Bonus*

11. 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.

### *Payment of Wages*

12. (a) All wages shall be paid weekly not later than Thursday and within ten minutes of knocking-off time.

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

### *Improvers*

13. 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 of 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. 7½d. per hour.

### *General Conditions*

14. (a) It shall be the duty of the employer to provide an individual locker for each employee or suitable separate facilities for each employee to hang his clothes. Good ventilation, proper and sufficient sanitary arrangements, and hot and cold showers shall be provided. A dining-room of adequate size for the number of workers employed shall be provided; and a supply of boiling water shall be available at meal-times.

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

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

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

(e) 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.

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

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

(h) All skylights in moulding-shops shall be protected by wire netting underneath.

(i) 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.

(j) Machinery, Ladles, &c.: Machinery, cranes, &c., shall be examined once every six months, and all ladles of 15 cwt. and over shall be fitted with safety worm-gear. When ladles are being dried after daubing, smoke or fumes shall not be permitted to enter the shop. Where core ovens are situated in the foundry, suitable flues shall be provided to carry off the fumes in an efficient manner.

(k) Brass-furnaces, other than tilting-furnaces built after the coming into operation of this award, shall be level with the floor. All brass-furnaces built prior to this award shall be not more than 15 in. above the floor. A proper flue shall be provided in all cases to carry off the fumes.

(l) Dressing Castings, &c.: When no special accommodation is provided, all castings shall be cleaned and dressed outside the moulding-shop, and all casting-rumblers shall be placed outside the moulding-shop. Any moulding-boxes requiring chipping shall not be done in the moulding-shop. Pneumatic chisels shall not be used in the moulding-shop.

(m) Employers shall provide moulders who are engaged at casting brass with 1 pint of milk each morning and/or afternoon: Provided that this shall not apply where the Disputes Committee agrees that the conditions in any shop are such that it is not required.

*"Smoke-oh"*

15. Except at jobs where smoking is prohibited because it is unsafe, time at which smoking shall be permitted in the workshops shall be mutually arranged between the employers and the workers in each case.

*Accidents*

16. (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 shall be open to inspection once a month by a union official.

*Access to Workshops*

17. The secretary or other authorized officer of the local union of workers concerned shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business. The employer shall give recognition to any worker who is appointed shop steward in the establishment in which he is employed.

*Engineering Students*

18. 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 period 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.

*Disputes Committee*

19. Should any dispute or difference arise in connection with any matter not provided for in this award it shall be settled between the particular employer concerned and two representatives of the local branch of the union. If no settlement is arrived at, then such dispute shall be referred to a Disputes Committee consisting of two representatives of the employers

and two representatives of the union for their decision. If such Committee is unable to decide the matter it may refer the matter to the Court of Arbitration, or either party may appeal to the Court of Arbitration from the decision of such Committee upon giving to the other party fourteen days' notice in writing of intention so to appeal.

#### *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 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*

21. (a) Subject to the provisions of section 18 (5) of the Industrial Conciliation and Arbitration Amendment Act, 1936, 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.

(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.)

#### *Application of Award*

22. (a) This award shall apply to all workers who are employed in connection with the work specified in clause 1 hereof, provided such workers are not specifically covered by another award.

(b) This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial districts to which this award relates.

#### *Extension of Hours under Factories Act*

23. 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 in the manner and to the extent set forth in this award in respect of every occupier of a factory bound by the provisions of this award.

#### *Scope of Award*

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

#### *Term of Award*

25. This award shall come into force on the 10th day of July, 1944, and shall continue in force until the 10th day of July, 1945.

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 28th day of June, 1944.

[L.S.]

A. TYNDALL, Judge.

## MEMORANDUM

The principal matters referred to and settled by the Court related to holidays, wages, general conditions (subclauses (a), (b), and (j)), accidents, sick-leave, employment of boys and youths, scope of award, and term of award.

In making the award the Court has had regard to the provisions of the Economic Stabilization Emergency Regulations 1942.

A. TYNDALL, Judge.

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