

NORTHERN, TARANAKI, WELLINGTON, CANTERBURY, AND
OTAGO AND SOUTHLAND **FACTORY ENGINEERS.**—AWARD

[Filed in the Office of the Clerk of Awards, Wellington]

In the Court of Arbitration of New Zealand, Northern, Taranaki, 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 Engineering, Coach-building, Aircraft, and Related Trades' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies, (hereinafter called "the employers") :—

NORTHERN INDUSTRIAL DISTRICT

Abels Ltd., 101 Carlton Gore Road, Newmarket, Auckland.
Astley, E., and Sons, Ltd., Tanners, 107 Hobson Street, Auckland.
Auckland Farmers' Freezing Co., Ltd., Tooley Street, Auckland.
Auckland Gas Co., Ltd., Wyndham Street, Auckland.
Auckland Laundry, Ltd., Surrey Crescent, Auckland.
Bitumix Ltd., Lunn Avenue, Mount Wellington, Auckland.
Brown Barrett, Ltd., 79 Carlton Gore Road, Newmarket, Auckland.
Buchanan, Walter, Ltd., Eden Terrace, Auckland.
Bycroft Ltd., Shortland Street, Auckland.
Challenge Phosphate Co., Ltd., Tasman Building, Auckland.
Colonial Sugar Refining Co., Ltd., 2 Quay Street, Auckland.
Crum Brick, Tile, and Pottery Co., Ltd., New Lynn, Auckland.
Dearsly's Ltd., 7 Nugent Street, Auckland.
Dominion Compressed Yeast Co., Ltd., Williamson Avenue, Auckland.

Edwards, J., and Sons, Ltd., 31 Union Street, Auckland.
 Grey and Menzies, Ltd., Eden Crescent, Auckland.
 Hardie, Jas., and Co., Penrose, Auckland.
 Heard's Ltd., 164 Parnell Road, Auckland.
 Hellaby, R. and W., Ltd., Quay Street, Auckland.
 Henderson and Pollard, Ltd., Enfield Street, Auckland.
 Hydra Bacon and Meat Co., Ltd., Margaret Street, Ponsonby, Auckland.
 Irvine and Stevenson, Ltd., 91 Hepburn Street, Auckland.
 Kempthorne, Prosser, and Co.'s New Zealand Drug Co., Ltd., Albert Street,
 Auckland.
 National Brush Co. (N.Z.), Ltd., Great South Road, Ellerslie, Auckland.
 New Zealand Co-operative Dairy Co., Ltd., Frankton.
 New Zealand Dry Cleaning Co., Ltd., 3 Howe Street, Auckland.
 New Zealand Farmers' Fertilizer Co., Ltd., Yorkshire House, Shortland
 Street, Auckland.
 N.Z. Forest Products, Ltd., O'Rourke Road, Penrose, Auckland.
 N.Z. Glass Manufacturers Co., Pty., Ltd., Great South Road, Auckland.
 N.Z. Glue Co., Ltd., Neilson Street, Onehunga, Auckland.
 N.Z. Milk Products, Ltd., St. George's Bay Road, Auckland.
 N.Z. Plywood, Ltd., Great South Road, Penrose, Auckland.
 Nikau Bacon Co., Ltd., 319 New North Road, Kingsland, Auckland.
 Northern Roller Milling Co., Ltd., Quay Street, Auckland.
 Porter's Dye Works, Ltd., 123 Market Road, Epsom, Auckland.
 Reid (New Zealand) Rubber Mills, Ltd., Great South Road, Penrose,
 Auckland.
 Robinson Ice Cream Co., Ltd., Waima Street, Arch Hill, Auckland.
 Sutherland, W., and Co., Ltd., 8 Cook Street, Auckland.
 Thompson and Hills, Ltd., Nelson Street, Auckland.
 Westfield Freezing Co., Ltd., Westfield, Auckland.
 Wilson and Horton, Ltd., Queen Street, Auckland.
 Wilson's New Zealand Portland Cement, Ltd., South British Insurance
 Building, Shortland Street, Auckland.
 Winstone Ltd., Quarry, Lunn Avenue, off Ladies Mile, Auckland.

TARANAKI INDUSTRIAL DISTRICT

Borthwick, Thos., and Sons (A'sia), Ltd., Waitara.
 New Plymouth Gas Co., Ltd., 91 Devon Street West, New Plymouth.
 New Plymouth Steam Laundry Co., 71 Gill Street, New Plymouth.
 N.Z. Farmers' Fertilizer Co., Ltd., Smart Road, Fitzroy, New Plymouth.
 Taranaki Farmers Tannery Co., Ltd., 47 Frankley Road, New Plymouth.
 Taranaki Herald, 53-57 Currie Street, New Plymouth.

WELLINGTON INDUSTRIAL DISTRICT

Borthwick, Thos., and Sons (A'sia), Ltd., Masterton.
 Evening Post, Willis Street, Wellington.
 Hannah, R., and Co., Leeds Street, Wellington.
 Harvey, Alex., and Co., Ltd., 264 Taranaki Street, Wellington.
 Gadsden, J., and Co., Ltd., 27-37 Jackson Street, Petone.
 Griffin and Sons, Ltd., Waiwhetu Road, Lower Hutt.
 Kempthorne, Prosser, and Co.'s New Zealand Drug Co., Ltd., Wanganui.
 Victoria Laundry, Ltd., Bond Street, Wellington.
 Vivian Slippers, Ltd., Bond Street, Wellington.
 Wellington Gas Co., Ltd., Courtenay Place, Wellington.
 Zig Zag (N.Z.) Pty., Ltd., Oak Park Avenue, Wellington.

CANTERBURY INDUSTRIAL DISTRICT

- Amberley Lime Works Co., Ltd., Amberley.
 Andrews Twine Co., Waikuku.
 Aulsebrooks and Co., Ltd., 72 St. Asaph Street, Christchurch.
 Barlow Bros., 188 Durham Street, Christchurch.
 Bowman, W. J., 132 Main South Road, Christchurch.
 British Pavements (Canterbury), Ltd., 192 Herbert Street, Christchurch.
 Bruce, J. R., Ltd., Timaru.
 Brick and Tile Co., Glenmore, Hillsborough, Christchurch.
 Bunting and Co., Ltd., Brush and Broom Manufacturers, Fife Street, Christchurch.
 Christchurch Drainage Board, 198 Hereford Street, Christchurch.
 Christchurch Gas Co., corner of Worcester Street and Oxford Terrace, Christchurch.
 Davis Gelatine (New Zealand), Ltd., Wilson Street, Christchurch.
 Duckworth, Turner, and Co., Ltd., 178 Carlyle Street, Christchurch.
 Edmonds, T. J., Ltd., 375 Ferry Road, Christchurch.
 Gadsden, J., and Co., 118 Durham Street, Christchurch.
 Ice Cream Co. (Apex), corner of Manchester and Dundas Streets, Christchurch.
 Kempthorne, Prosser, and Co.'s New Zealand Drug Co., Ltd., Hornby, Christchurch.
 Latex Rubber Co., Ltd., 152 High Street, Christchurch.
 Marathon Footwear, Cumnor Terrace, Woolston, Christchurch.
 Nugget Polish Co. of N.Z., Ltd., 580 Ferry Road, Christchurch.
 New Zealand Newspapers, Ltd., Gloucester Street, Christchurch.
 New Zealand Refrigerating Co., Ltd., Christchurch.
 North Canterbury Catchment Board, T. and G. Building, 190 Herbert Street, Christchurch.
 Taylor's Cleaners and Dyers, Ltd., 57 Kilmore Street, Christchurch.
 United Dairies, Ltd., 239-243 Barbadoes Street, Christchurch.
 Woolston Tanneries, Ltd., Madras Street, Christchurch.
 Waimakariri River Trust, corner of Oxford Terrace and Worcester Street, Christchurch.
 Williamson Construction Co., 175 Montreal Street, Christchurch.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

- Acetone Illuminating and Welding Co., Ltd., Ward Street, Dunedin.
 Argent Packaging Products, Vogel Street, Dunedin.
 Atlas Box Co., 18 Cameron Street, Dunedin.
 Bayley, Tomkins, Hedges, Ltd., Green Island, Dunedin.
 Blackie, D. H., Ltd., corner of Bond and Police Streets, Dunedin.
 Borthwick, Thos., and Co., Ltd., Alexandra.
 Cadbury, Fry, Hudson, Ltd., 30 Castle Street, Dunedin.
 Co-operative Dairy Co. of Otago, Ltd., 12 Castle Street, Dunedin.
 Coulls, Somerville, Wilkie, Ltd., Crawford Street, Dunedin.
 Dairy Products, Ltd., Edendale.
 Dominion Fertilizer Co., Ltd., Ravensbourne, Dunedin.
 Dominion Industries, Ltd. (Linseed Products Division), Parry Street, Dunedin.
 Ellis, Arthur, and Co., Ltd., Kaikorai Valley Road, Dunedin.
 Eustace, John, and Son, Ltd., 59 King Street, Dunedin.
 Fleming and Co., Ltd., Gore.
 Glendernid Ltd., Sawyers Bay, Dunedin.
 Invercargill Corporation Gas Department, Spey Street, Invercargill.
 Ireland and Co., Ltd., 36 Severn Street, Oamaru.
 Irvine and Stevenson, Ltd., 1-5 Hanover Street, Dunedin.
 Kempthorne, Prosser, and Co., Ltd. Burnside.

Kingsland, D., and Sons, Ltd., corner of Don and Jed Streets, Invercargill.
 Mackintosh, Caley, Phoenix, Ltd., Maclaggan Street, Dunedin.
 McSkimming and Son, Ltd., Bridgman Street, Dunedin.
 Milburn Lime and Cement Co., Ltd., Burnside.
 Milburn Lime and Cement Co., Ltd., Milburn.
 Moffett and Co., Ltd., Esk Street, Invercargill.
 Myers Bros., Waikiwi.
 N.Z. Milk Products, Ltd., Underwood, Invercargill.
 New Zealand Paper Mills, Ltd., Mataura.
 N.Z. Refrigerating Co., Ltd., Freezing Works, Burnside.
 Ocean Beach Freezing Co., Ltd., Ocean Beach.
 Otago Iron Rolling Mills Co., Ltd., Duddingstone Street, Green Island,
 Dunedin.
 Powley, R., and Co., 24 Hope Street, Dunedin.
 Reckitt and Colman, 51 Forth Street, Dunedin.
 Snowwhite Laundries, Ltd., North Road, Dunedin.
 Southland Frozen Meat Co., Ltd., Makarewa, Southland.
 Southland Frozen Meat Co., Ltd., Mataura, Southland.
 South Otago Freezing Co., Ltd., Balclutha.
 Thomsons Ltd., Leven Street, Invercargill.
 Waitaki Farmers' Co-operative Freezing Co., Ltd., Pukeuri, Oamaru.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939, 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 30th day of June, 1949, 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 16th day of September, 1948.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to which Award Applies

1. This award shall apply to metal-trade workers employed in the factories of employers whose principal business is not covered by the New Zealand Metal-trades' Employees' award, excepting workers employed under awards or agreements peculiar to any industry, or employed under the terms and conditions of the New Zealand Metal-trades' Employees' award or of the New Zealand (except Taranaki and Westland) Industrial Mechanics' award.

Definitions

2. (a) The term "industry award" means the award which covers the principal business of the employer.

(b) "Confined space" means a working-place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position, or without proper ventilation, or where confinement within a limited space is productive of unusual discomfort.

Hours of Work

3. (a) (i) 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.

(ii) Employers engaged in newspaper production shall be exempt from the provisions of paragraph (i) of this subclause in respect of workers employed in newspaper production.

The ordinary hours of work for such workers shall be those prescribed in the New Zealand Printing Trade Employees' award for workers engaged in the production of newspapers. Any worker employed in such work on more than five days in any week shall receive an extra allowance of 10s. a week: Provided that a day-worker who, in addition to working on five days in any week, is required to work not more than four hours on another day of that week shall receive an extra allowance of 6s. 8d. for that week.

(b) Shifts may be worked where necessary. The ordinary hours of work for a shift-worker shall not exceed five eight-hour shifts per week. Such shifts shall be worked between midnight Sunday-Monday and 8 a.m. Saturday. This subclause shall not apply unless shifts are worked on four or more consecutive working-days.

(c) 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.

Overtime

4. (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 three hours in any one day and double time thereafter: Provided that up to four hours may be worked up to noon on Saturday at the rate of time and a half.

Any worker other than a shift-worker who is called back after 10 p.m. and/or before 6 a.m. on any week-day or after 12 noon on Saturday shall be paid double rates: Provided that if a worker is required to commence work between the hours of 6 a.m. and the ordinary hour for commencing work, then time worked between such hours shall be paid for at the rate of time and a half.

Any worker who is called back to work overtime shall be paid a minimum of two hours' pay at the appropriate overtime rate.

(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 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.

(c) Any worker having worked all day and night shall not be required to continue working without his consent. If he does continue working he shall be paid double time rate for all time worked on the second day until an eight-hour break is allowed. Where by virtue of the compulsory eight hours' break he loses ordinary time on the second day, such time shall be paid for at ordinary rates, with a maximum of four hours' pay without work.

(d) The employer shall supply a suitable meal or allow meal-money at the rate of 2s. 3d. per meal when workers are called upon to work overtime after 6 p.m. on Sunday, 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. When working overtime under conditions where a worker cannot obtain a meal without incurring extra travelling-expense, the employer shall reimburse such extra expense.

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

(f) When a worker is required to work during the normal meal break, overtime rates shall be paid.

(g) No overtime, except on urgent work, shall be worked on the late shopping night or on the union meeting nights.

Holidays

5. (a) The following shall be the recognized holidays: New Year's Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Anniversary Day (or a day to be substituted therefor). 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.

If Christmas Day or New Year's Day falls on a Saturday, the holiday shall be observed on the next succeeding working-day: Provided that an employer may substitute the holidays prescribed in the industry award, but a worker shall not in any calendar year receive a lesser number of holidays than is above prescribed.

(b) Workers who are entitled to be paid for the holidays set out in subclause (a) hereof shall be all those who have been working at any time during the fortnight ending on the day on which the holiday occurs. No payment over and above the ordinary week's wages shall be made to any worker for a holiday which falls on what is not ordinarily a working-day except for work actually performed on such day.

(c) Where any person has been employed in a factory by more than one person during the fortnight ending on the day on which any of the holidays mentioned in subclause (a) of this clause occurs, he shall be entitled to receive payment for the holiday from such one or more of these employers, and, if more than one, in such proportions as the Inspector determines.

(d) Time worked on a holiday or on Sunday shall be paid for at the rate of double time.

(e) Holidays shall be allowed in accordance with the provisions of the Annual Holidays Act, 1944.

Wages

6. (a) The following shall be the minimum rates of pay:—

	Per Week.
	£ s. d.
Toolmaker	7 13 4

“Toolmaker” means a tradesman engaged making and/or repairing any precision tool, gauge, die, jig, or mould, and who is responsible for its proper completion.

Patternmaker	7 13 4
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“Patternmaker” means a tradesman engaged in making patterns in wood.

Tradesman	7 6 8
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“Tradesman” means a worker employed as such who has served five years’ apprenticeship to any of the branches of the trade covered by this award, or an adult worker who in the course of his employment works from drawings or prints, or who makes precision measurements, or who applies general trade experience to the branch or branches of any of the trades in which he is employed covered by this award, such as pattern-makers, toolmakers, die-sinkers, engineers, turners, fitters, blacksmiths, millwrights, welders, and includes first-class machinists, but shall not include workers covered by any other definition contained in this award.

Machinist employed on cold-saw, hydraulic press, pneumatic press, screwing-machine, or drilling-machine, and striker	6 15 0
Ironworkers’ labourer	6 6 8

Casual workers may be employed.

A “casual” worker is a worker employed for less than a fortnight. His hourly rate shall be one-fortieth of the weekly wage rate specified.

(b) The minimum wages for junior labourers shall be as follows:—

	Per Week.
	£ s. d.
From 16 to 16½ years	1 16 0
From 16½ to 17 years	2 2 0
From 17 to 18 years	2 15 6
From 18 to 19 years	3 9 0
From 19 to 20 years	4 0 0
From 20 to 21 years	4 18 6

(c) An employer shall be entitled to make a rateable deduction from the wages of any weekly worker for time lost through sickness, default, or accident, or through absence with the consent of the employer.

(d) *Welding-allowance.*—Workers employed on oxy-acetylene or electric welding, except on spot- or butt-welding machines, for less than four hours in a day shall be paid 1s. per day extra ; for more than four hours in a day they shall be paid 2s. per day extra.

(e) Workers employed by the Colonial Sugar Refining Co., Ltd., on regular shifts shall be paid 1s. 8d. per shift in addition to the ordinary rates.

(f) Except as provided in subclause (e) hereof, a shift allowance of 3s. per shift shall be paid to a shift-worker employed on the afternoon or night shift. 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.

Special Payments, &c.

7. (a) *Dirty Work.*—(i) Any worker employed at the following work shall be paid 3d. per hour, with a minimum of 2s. 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 grabs and locomotives ; all repair work done in the respective departments of freezing-works on blood-pumps, sewage-pumps, hash-pressers, digestors, paunch-cutters, and locomotives ; tar-boilers at gasworks ; and such other works as may be agreed upon by the employer and the union concerned.

(ii) Workers in rubber-mills while employed on a job which brings them into direct contact with carbon black shall be paid 6d. per hour extra.

(iii) Workers employed at chemical-manure works shall be paid a clothing and dirt allowance of 3d. per hour for every hour worked.

(iv) Gasworks : Workers employed on dirty work on locomotives, tar-still equipment, by-product machinery, in retort house, or on bucket conveyors shall be paid 2s. 6d. per day extra.

(b) *Heat and Cold.*—(i) 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.

(ii) Workers engaged in freezing-chambers where the temperature is below 30 degrees shall be paid 3d. extra per hour whilst so engaged, and shall be allowed to leave the chamber at least once in every two hours for a period of ten minutes, which period shall not be in addition to the " smoke-oh."

(iii) 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.

(iv) 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.

(c) Any worker while employed in a "confined space" as defined in clause 2 shall be paid 3d. per hour extra.

(d) Except where otherwise provided, no worker shall be entitled to receive payment under more than one of the foregoing provisions of this clause at the one time, but if there are two provisions which are applicable to the conditions under which a worker is employed he shall be paid the higher rate of the two.

(e) (i) A tradesman patternmaker, millwright, fitter, turner, or first-class machinist required to provide his own tools (except drills, taps, hacksaw blades, and files) shall supply such tools and shall be paid 2s. per week for any week in which he works three full days or more.

(ii) The allowance provided for in the preceding subclause shall not be payable if an employer provides all the tools required.

(f) *Freezing Companies.*—(i) The minimum rate for workers employed by freezing companies in freezing-works shall be 4½d. per hour above those prescribed in clause 6 and shall be inclusive of dirt-money. Freezing companies shall not be subject to the provisions of subclause (a) of this clause.

(ii) Any worker engaged on the repair or maintenance of brine batteries shall be paid double rates, with a minimum of one hour, and gum boots shall be available for the use of workers so engaged.

(iii) Workers shall be supplied, on request, with two suits of overalls per annum.

Payment of Wages

8. (a) All wages shall be paid weekly and in accordance with the practice existing in the industry concerned.

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

Improvers

9. 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.

General Conditions

10. (a) It shall be the duty of the employer to provide lockers or other suitable accommodation wherein employees may keep their clothes, good ventilation, and proper sanitary arrangements, also a sufficient supply of boiling water at meal-times and for washing at knocking-off times, and adequate and suitable washing facilities.

(b) Proper shelter shall be provided to protect workers from cold winds or wet weather when working in the open.

(c) 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 installed. Workers shall immediately report to the foreman any defect in such equipment.

(d) Suitable screens shall be supplied for electric welding-machines.

(e) Workers employed on oxy-acetylene or electric welding and cutting shall be provided with goggles or helmets and gauntlets or gloves.

(f) Aprons shall be available for the use of workers substantially employed as welders or blacksmiths.

(g) An interval not exceeding ten minutes shall be allowed each worker each morning and afternoon.

Accidents

11. A suitable first-aid compressed kit, fully equipped, shall be kept in a convenient and accessible place in every works and shall be open for inspection by a union official once a month. Provision shall be made for a supply of hot water at short notice.

Engineering Students

12. 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

13. 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 of appeal to the Court against a decision of any 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.

Workers to be Members of Union

14. (a) Subject to the provisions of subsection (5) of section 18 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.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union commits a breach of this award, and shall be liable accordingly.

(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

15. (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.

Right of Entry

16. 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.

Application of Award

17. 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.

Scope of Award

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

Term of Award

19. This award, in so far as it relates to the wages prescribed by clause 6 (a) and (b), shall be deemed to have come into force on the 5th day of May, 1948, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 30th day of June, 1949.

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 16th day of September, 1948.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

Apart from the addition of paragraph (ii) in clause 3 (a), the award embodies the terms of settlement arrived at either by the assessors in Conciliation Council or by the representatives of the parties.

An objection to the terms of settlement was lodged on behalf of employers engaged in newspaper-production. After hearing the representatives of the parties concerned, the Court has decided to include in the award a provision relating to the hours of work in the establishments of such employers.

An application by Cadbury, Fry, Hudson, Ltd., Dunedin, for exemption from the provisions of clause 10 (g), in so far as it requires an afternoon rest interval to be allowed, has been declined.

A. TYNDALL, Judge.
