

NORTHERN, WELLINGTON, CANTERBURY, AND OTAGO AND  
SOUTHLAND **BOILERMAKERS**—AWARD

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

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

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

NORTHERN INDUSTRIAL DISTRICT

Auckland Gas Co., Ltd., Beaumont Street, Auckland.  
Auckland Ironmasters' Industrial Union of Employers, 12 O'Connell Street, Auckland.  
Colonial Sugar Co., Ltd., Quay Street, Auckland.  
Mason Bros., Ltd., Pakenham Street, Auckland.  
Niven, Jas. J., and Co., Ltd., Hamilton, and Gisborne.  
Price, A. and G., Ltd., Thames.  
Seagar Bros., Ltd., Customs Street West, Auckland.  
Senior Foundry, Ltd., Halsey Street, Auckland.  
Steel Construction Co., Ltd., Sale Street, Auckland.

WELLINGTON INDUSTRIAL DISTRICT

Wellington Engineers, Metal-workers, and Iron and Brass Founders' Industrial Union of Employers, 212 Lambton Quay, Wellington.

## CANTERBURY INDUSTRIAL DISTRICT

Andersons Ltd., Christchurch, and Lyttelton.  
 Booth, MacDonald, and Co., Ltd., Sydenham, Christchurch.  
 Christchurch Engineers, Metal-workers, and Iron and Brass Founders'  
 Industrial Union of Employers, 159 Oxford Terrace, Christchurch.  
 Niven, Jas. J., and Co., Ltd., Colombo Street, Christchurch.  
 Ruddick, E. J., Ltd., Addington, Christchurch.  
 Scotts, N., Ltd., St. Asaph Street, Christchurch.

## OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Burt, A. and T., Ltd., Dunedin.  
 Cossens and Black, Dunedin.  
 Dunedin Engineers, Metal-workers, and Iron and Brass Founders'  
 Industrial Union of Employers, 90 Crawford Street, Dunedin.  
 Dunedin Engineering and Steel Co., Dunedin.  
 Port Chalmers Marine Works, Port Chalmers.  
 Sparrow and Co., Dunedin.  
 Stevenson and Cook Engineering Co., Port Chalmers.

and the undermentioned association and unions (hereinafter called "the union") :—

New Zealand Federated Boilermakers, Iron and Steel Ship and Bridge Builders' Industrial Association of Workers, 18, H.B. Building, Newton, Auckland.  
 Auckland District Boilermakers, Iron-ship Workers, and Bridge-builders' Industrial Union of Workers, 18, H.B. Building, Newton, Auckland.  
 Wellington United Boilermakers, Iron and Steel Ship and Bridge Builders' Industrial Union of Workers, Trades Hall, Wellington.  
 United Boilermakers, Iron and Steel Ship Builders of Canterbury Industrial Union of Workers, Trades Hall, Christchurch.  
 United Boilermakers, Iron and Steel Ship-builders of Otago, Carpenters' Room, 360 Moray Place, Dunedin.

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 day of the date hereof and shall continue in force until the 20th day of December, 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 20th day of December, 1948.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

##### *Industry to Which Award Applies*

1. This award shall apply to boilermaking (including iron and steel ship and bridge building and structural-steel work) and any industry in which boilermakers are employed.

##### *Definitions*

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

“Boilermakers’ work” means and includes all iron and steel ship-work, and when the plate is  $\frac{1}{8}$  in. in thickness or over (providing that this shall not apply to work on plate  $\frac{1}{8}$  in. in thickness which is ordinarily done by other workers)—

(i) All steam-tight, oil-tight, water-tight, or air-tight work:

(ii) All shearing on plate work and shearing angle-iron in connection with boilermakers’ work and all cutting to an accurate measurement, except cutting plate scrap or ploughshares, or other shearing or cutting which is not recognized as boilermakers’ work:

(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 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 by hand or machine, and angle-iron smithing; but does not include drilling, shearing (other than plate work), dismantling (other than for repair) and/or erecting in final position other than in connection with plate work on ships, welding stock, and/or repetition work other than on work specified in subclause (i), or operating spot, butt, seam, or automatic welding-machines, or operating blacksmith's steam or air hammers, striking, machining not elsewhere specified, operating furnaces, rough grinding, operating hydraulic, pneumatic power, or hand presses (on cold work), punching (except as elsewhere provided), drawing or pressing, crane-driving, operating annealing-furnace, holding-up on any work, rivet-heating, assisting boilermakers, welders, or labouring.

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

“ Day ” means the period from midnight to midnight.

“ 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) 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.

(c) For time worked during the ordinary meal period, one and a half times the ordinary rate of wages shall be paid.

### *Shifts*

4. (a) Notwithstanding anything elsewhere contained in this award, shifts may be worked as required by the employer. On ship-repair work two shifts only may be worked during any period of twenty-four hours. Where a worker is required to work less than five 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 five or more consecutive afternoon or night shifts, he shall be paid 3s. per shift in addition to ordinary rates while employed on such shifts.

(b) The commencing hour for day shifts shall not be 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.

(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 three hours and double time thereafter: Provided that overtime rates shall not be payable where the overtime arises from arrangements between employees themselves.

### *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 three hours in any one day and double time thereafter. All work (except shift work) done between 10 p.m. and 6 a.m. shall be paid for at double time 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 rates 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 night or on the night of the union's regular monthly meeting except on urgent or breakdown work; and work shall not be done during stop-work meetings, provided that they are held at times and on dates to be arranged after at least three days' notice to the employers' union, and on not more than four occasions in any year: Provided, further, that union business, including the holding of the annual meeting, shall be dealt with at such stop-work meetings, and provided, further, that in cases of extreme urgency workers may work on specified jobs by arrangement between the union and the employer concerned.

(h) Subject to the provisions of the Factories Act, the employer shall 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.

(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: 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). The provisions of the Public Holidays Act, 1910, and its amendments, shall be deemed to be incorporated in this award.

(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 an 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) For work done on any of the above holidays or on Sundays or on the day following New Year's Day, double time shall be paid.

(d) As far as possible, notice of closing down for Christmas holidays shall be posted in a conspicuous place for at least fourteen days before the holidays.

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

*Wages*

7. (a) The minimum rate of wages for boilermakers shall be 3s. 9½d. per hour.

(b) Boilermakers employed on ship-repair work on board ships shall be paid 1½d. per hour above the rate prescribed in subclause (a) of this clause.

*Payment of Wages*

8. (a) All wages shall be paid not later than Thursday and, where practicable, within working-hours.

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

(c) In the event of a holiday falling on the regular pay-day, wages shall be paid on the working-day preceding the holiday.

*Special Rates*

9. (a) *Chargemen*.—Where a worker is in charge of four or more workers he shall be paid 2s. per day extra. Where a worker has been specially directed by his employer to take charge of any job and has under his control not less than four trades-

men, such worker shall be paid 3s. per day extra above the minimum rates, provided that the job shall extend for one day or more.

(b) *Work Not Proceeded With.*—When a worker is employed on a job under conditions requiring him to present himself for work at the commencement of the day, or when a worker is ordered to work at a certain time and no work is available, he shall be paid a minimum of two hours: Provided that if required by the employer, he shall stand by the job during such hours.

(c) *Dirty Work.*—(i) All repair work in used boilers, smoke-boxes, uptakes, funnels, and between boilers and brickwork of boilers shall be paid for at 1s. per hour extra in addition to the ordinary or overtime rate, as the case may be.

(ii) Any worker employed at the following work shall be paid a flat extra rate of 3d. per hour for all time worked in any day, with a minimum payment of 2s. per day: in rotary kilns and coolers at cement-works; overhauling winches, grabs, traction-engines, steam-shovels, locomotives, and undergear of tram-cars; all repair work done on board ship; all repair work done in the respective departments of freezing-works on blood-pumps; sewage-pumps, hash-presses, digestors, paunch-cutters, and locomotives; tar-boilers at gasworks; tar plants at steel-pipe works; and such other work as may be agreed upon by the employer and the union concerned.

(iii) Workers employed at manure-works, including chemical-manure works, shall receive 2s. per day extra when employed in repairing manure plants at such works. The evaporator shall be regarded as part of the manure plant.

(iv) Workers not regularly employed on manure-works shall be paid ordinary rates in addition to the ordinary or overtime rates, as the case may be, when employed at repair work inside digestors on manure-works.

(v) In lieu of the provisions of paragraph (ii) hereof, all repair work in used fuel-oil, Diesel, or lubricating-oil tanks or in tanks which have been coated internally with bitumen shall be paid for at half ordinary rates in addition to the ordinary or overtime rate, as the case may be. Such tanks shall be ventilated by suction and induction fans while men are repairing them.

(d) *Salvage Work.*—(i) Each salvage job shall be considered on its merits by representatives of employers and employees and the rate of pay awarded accordingly.

(ii) 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.



(iii) Failing a settlement as provided in paragraph (ii) 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.

(e) *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. Workers employed on hot-slab work, plate flanging and dishing, and heavy angle-iron smithing shall be paid 3d. per hour above the minimum rate. This payment shall not apply to work done on anvils.

(ii) No worker shall be compelled to work in any space where the temperature has been raised to above 130 degrees.

(iii) Workers engaged in freezing-chambers where the temperature is below 30 degrees shall be paid 4d. 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 "smoke-oh."

(iv) 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 purposes of this clause of the award.

(v) 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 and, in the case of a job which can be completed within two days, kept under the supervision of a person detailed for that purpose. If it is estimated that such work will extend beyond two days, the boiler shall be sealed off by a blank flange, unless it is agreed between a representative of the employer and a representative of the workers in the boiler that it will be a sufficient precaution if a person is provided to stand by the locked valve while men are working in the boiler.

(f) *Welding-allowance, &c.*—(i) Boilermakers 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. 3d. per day extra; for more than four hours in a day, 2s. extra per day.

(ii) Workers welding or burning in confined spaces shall be paid at a half ordinary time rate extra above the ordinary or overtime rate, as the case may be, whilst so employed.

(g) *Height-money*.—Where workers are engaged on work from ladders, bosun-chairs, or swinging stages involving the risk of a fall of more than 20 ft. they shall be paid the following extra rates:—

	Per Hour.
Over 20 ft. and up to 50 ft. .. .. .	d. 2
Over 50 ft. and up to 75 ft. .. .. .	3
Over 75 ft. and up to 140 ft. .. .. .	4
Over 140 ft. .. .. .	5

All scaffolding shall be the responsibility of the employer.

(h) Any worker required to work in a confined space shall be paid 3d. per hour extra while so employed in addition to the appropriate rate payable for the time worked. This extra rate shall not be payable if the worker is already entitled to receive payment under any of the following subclauses of this clause: (c), (e), (f).

#### *Piecework and Premium Bonus*

10. 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 18 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.

#### *Improvers*

11. 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 3s. 7½d. per hour.

*Outside Work*

12. (a) If a worker is required by his employer to work at a place outside of the employer's factory, workshop, or ordinary place of employment and is thereby put to expense in travelling to and from his work greater than that which he incurs when working in the factory, workshop, or ordinary place of employment, the employer shall reimburse him for such extra expense, and pay at ordinary rates for the extra time spent in travelling.

(b) 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.

(c) Travelling-time shall be paid for at ordinary rates, but not to a greater amount than eight hours in the day.

(d) Where a worker is employed at country work at such a distance that he is unable to return to his home at night, he shall be paid at overtime rates for all work done in excess of the hours prescribed in clause 3 hereof.

(e) When a worker is required to travel by coastal steamer, first-saloon fares shall be provided; when travelling by train, first-class fare shall be provided if the work is over fifty miles from the shop and if first-class seats are available.

(f) 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.

(g) Workers required to travel in the inter-Island steamer between Wellington and Lyttelton or between Wellington and Nelson for the purpose of effecting repairs on such steamer shall be paid four hours' travelling-time at ordinary rates for each night at sea.

(h) 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 two weeks during the continuance of the work, and if over fifty miles once every two months, but in such case travelling-time shall not be paid for.

(i) In lieu of travelling-time payments within the Port of Wellington, any worker employed by the Wellington Patent Slip Co. shall be paid 8d. for each day or part of a day on which he is employed.

*Travelling-time Between Port Chalmers and Dunedin, &c.*

13. (a) When journeymen are engaged at Port Chalmers and sent to work at Dunedin, or *vice versa*, or engaged at Christchurch and sent to work at Lyttelton, or *vice versa*, 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 under subclause (a) hereof, the sum of 2s. 3d. 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.

#### *General Provisions*

14. (a) It shall be the duty of the employer to provide lockers or other suitable accommodation wherein employees may hang 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. In factories, soap and clean towels or other suitable means of cleaning and drying shall be provided by the employer.

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

(c) Respirators shall be available for burners and welders while working in used bitumen or oil tanks.

(d) In all cases where artificial light is required, electric light shall be supplied where available.

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

(f) 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. Rubber gloves shall be available for the use of any worker operating portable electrical hand machines employing over 110 volts.

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

(h) Workers using pneumatic machines shall be supplied with gauntlets or gloves where necessary, and boilermakers using pneumatic riveting-guns shall be supplied with gauntlets or gloves. Leather aprons shall be available for workers using pneumatic riveting-guns.

(i) Suitable screens shall be supplied for electric welders.

(j) Where natural light is insufficient, artificial light of sufficient power shall be provided.

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

(l) Workers employed on oxy-acetylene or electric welding and cutting shall be provided with goggles or helmets and gauntlets or gloves, and when engaged on overhead work, leather aprons shall be available.

(m) Suction and induction fans shall be available for men working in confined spaces.

(n) When welding or gas cutting of galvanized material or other material involving the production of noxious zinc fumes is being done, provision shall be made for the removal of objectionable fumes, and one pint of milk shall be provided each morning and/or afternoon.

#### *Rest Interval*

15. A ten-minute rest period shall be allowed in the morning and afternoon to all workers, and, where practicable, boiling water shall be provided.

#### *Accidents*

16. (a) A suitable first-aid emergency case, fully equipped, shall be kept in a convenient and accessible place in every works and shall be open to inspection once a month by a union official. Provision also shall be 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.

#### *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.

#### *Disputes*

18. 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 employer

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.

### *Exemptions*

19. (a) Nothing in this award shall apply to regular and permanent employees of Harbour Boards covered by the New Zealand Harbour Boards' Employees' award.

(b) Nothing in this award shall apply to benders of iron and steel frames used for reinforcing concrete, except where such work may be done by boilermakers.

(c) County Councils shall be bound only by the wages and other special payments provisions of this award, but in other respects the provisions of the New Zealand Local Bodies' (Rural Section) Labourers' award shall apply.

### *Workers to be Members of Union*

20. (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*

21. (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.

#### *Application of Award*

22. 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*

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

#### *Term of Award*

24. This award shall come into force on the day of the date hereof and shall continue in force until the 20th day of December, 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 20th day of December, 1948.

[L.S.]

A. TYNDALL, Judge.

## MEMORANDUM

The principal matters settled by the Court related to hours of work (subclause (c) ), shifts (subclause (a) ), overtime (subclauses (a), (b), (c), (d), (e), and (i) ), holidays (subclauses (a), (b), and (c) ), wages (subclauses (a) and (b) ), special rates (subclauses (c), (f), and (h) ), wage-rate for improvers, outside work (subclause (h) ), and general provisions (subclauses (a), (d), and (n) ).

A. TYNDALL, Judge.

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