

**WESTLAND AND OTAGO AND SOUTHLAND GOLD-DREDGE AND ALLUVIAL GOLD-MINES EMPLOYEES—AWARD**

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

In the Court of Arbitration of New Zealand, Westland 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 South Island Gold Dredge and Alluvial Gold Mines Employees' Industrial Association of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

**WESTLAND INDUSTRIAL DISTRICT**

- Arahura Gold Dredging, Ltd., Mawhera Quay, Greymouth.  
 Associated Gold Dredges (N.Z.), Ltd. (in Liquidation), C/o H. Clark (Liquidator), P.O. Box 646, Christchurch.  
 Barrytown Gold Dredging, Ltd., Mawhera Quay, Greymouth.  
 Grey River Dredging, Ltd., Weld Street, Hokitika.  
 Kanieri Gold Dredging, Ltd., Mawhera Quay, Greymouth.  
 Moonlight Goldfields, Ltd. (in Liquidation), C/o A. McLuskie (Liquidator), Werita Street, Greymouth.  
 Ngahere Gold Dredging, Ltd., P.O. Box 232, Greymouth.  
 Premier Gold Dredging Co., Ltd., C/o T. H. Lee (Secretary), Reefton.  
 Rimu Gold Dredging Co., Ltd., Weld Street, Hokitika.  
 Snowy River Gold Dredging Co., Ltd., 10 Werita Street, Greymouth.  
 Slab Hut Creek Gold Dredging Co., Ltd., C/o E. J. Woolf, P.O. Box 551, Christchurch.  
 Totara Gold Mining and Sluicing Co., Ltd., C/o W. E. L. Gay (Secretary), 9 Wakefield Street, Westport.  
 Taramakau Gold Dredging, Ltd., Mawhera Quay, Greymouth.  
 Waitahu Sluicing Co., Ltd., C/o Mitson and Co. (Secretaries), P.O. Box 592, Dunedin.

**OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT**

- Austral New Zealand Mining, Ltd., P.O. Box 43, Cromwell.  
 Clutha River Gold Dredging Co., Ltd., C/o Downie Stewart, Payne and Forrester, 5 Liverpool Street, Dunedin.  
 Rainbow Dredging Co., Ltd., C/o F. A. Fleming, 19 Pomona Street, Gore.  
 Round Hill Gold Mining Co., Ltd., C/o W. V. Worth (Secretary), P.O. Box 397, Auckland.

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 20th day of October, 1951, 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 October, 1949.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

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

1. This award shall apply to all alluvial gold-mining, including dredging and sluicing and prospecting and construction and dismantling for re-erection and maintainance work in connection therewith.

##### *Hours of Work*

2. (a) The hours of work shall be forty-eight per week or eight hours per shift, exclusive of overtime, and shall be worked from Monday to Saturday inclusive between the hours of 8 a.m. and 5 p.m. and shall include a meal-time of half an hour: Provided that for all work done on Saturday time and a half shall be paid for the first four hours and double time thereafter.

Where shifts are required to be worked they shall be eight-hour shifts working from 8 a.m. to 4 p.m.; 4 p.m. to midnight; midnight to 8 a.m.: Provided that these hours may be varied on any job by mutual arrangement between the union and the employer.

(b) Work shall cease at 8 p.m. on Christmas Eve and New Year's Eve. Workers on the afternoon shift on such days shall work for four hours and shall be paid as for a full shift.

(c) For the purpose of this award a day shall be deemed to be twenty-four hours from the usual time of commencing work—i.e., if a worker's first working-day commences at 8 a.m. on Monday, his second day shall be deemed to commence at 8 a.m. on Tuesday, and so on.

## Wages

3. (a) The minimum rates of wages shall be as follows:—

Dredge—	Per Shift.		
	£	s.	d.
Assistant dredgemaster (where one employed)	1	13	4
Engineer .. .. .	1	13	4
Fitter and/or turner engaged as such	1	13	4
Boilermaker engaged as such ..	1	13	4
Carpenter engaged as such ..	1	13	8
Blacksmith engaged as such ..	1	13	4
Electrician engaged as such ..	1	13	4
Welders and burners engaged as such	1	13	4
Painters engaged as such ..	1	13	4
Winchman .. .. .	1	15	5
Engine-driver (first-class) ..	1	13	4
Engine-driver (second-class) ..	1	12	0
Amalgamator .. .. .	1	12	0
Diesel attendants .. .. .	1	11	0
Oiler .. .. .	1	10	0
Fireman .. .. .	1	10	0
Striker .. .. .	1	11	8
Leading linesman or shore foreman	1	11	0
Riggers .. .. .	1	13	4
Linesman engaged on erecting and shifting power lines (one man only) ..	1	12	0
Labourers .. .. .	1	10	0
Lorry drivers, up to 4 tons ..	1	10	8
Tractor-drivers .. .. .	1	10	8
Shovel-driver or crane-driver ..	1	12	0
Bulldozer-driver .. .. .	1	13	4

(b) When men employed on a dredge are exposed to dangerous conditions by reason of working in a flooded swift-flowing river they shall be paid 2s. 6d. per shift as a special allowance while such conditions continue: Provided such allowance shall be payable only to men actually at work.

(c) Boring plants—	Per Shift.		
	£	s.	d.
Drillers .. .. .	1	13	4
Panners .. .. .	1	11	0
Pumpmen .. .. .	1	10	0
Labourers .. .. .	1	10	0

(d) Alluvial mines—

Nozzlemen .. .. .	1	10	4
Racemen and all other workers ..	1	10	0

Tradesmen employed as such to be paid at rates under subclause (a).

Where racemen are required to camp on the race they shall be paid 12s. 6d. per week camping allowance in addition to their ordinary rates of wages.

	Per Shift.		
	£	s.	d.
(e) Stumping and clearing bush—			
Bush foreman .. .. .	1	13	4
Sniggers .. .. .	1	11	0
Bush winchman (steam, electric, or Diesel)	1	11	0
Tractor-driver .. .. .	1	10	8
Other men engaged on clearing work ..	1	10	0

(f) Shift-workers shall be paid 2s. per shift in, addition to the above rates. If any worker is required to work more than four hours' overtime he shall be paid the shift allowance.

(g) Workers employed under instructions from the dredgemaster or man in charge of shift on oxy-acetylene or electric welding or burning, except on spot- or butt-welding machines, for less than four hours in a day shall be paid 1s. 6d. extra per day; for more than four hours in a day, 2s. extra per day, and 6d. per hour extra for all time so employed in excess of the normal shift.

(h) As required, workers employed on oxy-acetylene or electric welding or burning shall be provided with goggles or helmets and gauntlets or gloves and suitable aprons, and workers employed as blacksmiths with suitable aprons.

(i) Any worker (other than a rigger engaged as such or the linesman in charge of power lines) required to work in positions more than 20 ft. above decking or flooring or ground level or directly above the water-level shall be paid 2s. per shift in addition to the above rates while so employed, and 6d. per hour extra for all hours so employed in excess of the normal shift.

(j) Amalgamators shall be supplied with suitable rubber gloves when required to use cyanide.

(k) Dirt-money, at the rate of 2s. per shift or part of a shift, shall be paid to workers digging backer holes in mud or called upon to perform work in the course of which their clothes become more than usually affected with grease or crater compound, such work, for example, as the overhauling of winches.

For the purpose of this clause "day" shall mean eight hours or any portion of eight hours during which a worker is employed at work coming within the scope of this subclause. Any time worked in excess of eight hours on work coming within the scope of this subclause shall entitle the worker to an additional payment in proportion to the ratio of the amount of overtime worked to eight hours.

*Boys Under Nineteen Years of Age*

4. (a) Boys under nineteen years of age shall be paid as follows :—

				Per Day.		
				£	s.	d.
16 years of age	..	..	..	0	14	4
16½ years of age	..	..	..	0	16	4
17 years of age	..	..	..	0	18	4
17½ years of age	..	..	..	1	0	4
18 years of age	..	..	..	1	2	4
18½ years of age	..	..	..	1	4	0
19 years of age and over, in accordance with clause 3.						

(b) No boy under the age of eighteen years shall work more than four hours' overtime, or on shift-work other than day shift, without the consent of the union.

(c) When a boy is engaged, the employer shall notify the union within seven days.

*Overtime*

5. (a) Work done outside of or in excess of the hours prescribed in clause 2 hereof, or in excess of eight hours in any one shift, shall be paid at the rate of time and a half for the first four hours and thereafter at double time rates: Provided that where such work is carried into the next day the hours of work shall be regarded as continuous work and the overtime rates shall apply.

Sunday work shall be paid for at double time rates with a minimum of four hours' pay at double time rates on any Sunday that a man is called out to work.

(b) Except in the case of extreme emergency when the dredge is in danger, no overtime shall be continued after sixteen hours' work. Any worker having worked for sixteen hours, inclusive of intervals for meals, shall not be required to continue working without his consent.

(c) Any worker having worked two consecutive shifts and continuing to work thereafter shall be given, at the conclusion of such shifts, eight hours off without any reduction in his day's pay for his next usual shift, or shall be paid double time for all time worked on such shift.

(d) Where a worker has completed a shift and gone home and is subsequently called out to work overtime for two hours or more, and such overtime does not terminate at eight hours prior to the commencement of his next usual shift, the worker shall be given eight hours off without any reduction in pay for his next usual shift: Provided that this subclause shall not apply when the overtime is commenced within three hours of the usual time for commencement of his next shift, in which case he shall be paid double time for the period up to the commencement of his next usual shift. The worker shall be supplied with breakfast or allowed reasonable time off in the employer's time to go home for his breakfast if required.

For work done within the eight-hour rest period double time shall be paid, and ordinary time for the remainder of the shift.

(e) When a worker is unable to attend at his work on his usual shift and it is necessary to transfer a worker from another shift to take the first mentioned worker's place, the worker so transferred shall not be entitled to be paid overtime rates for such shift unless he is required to work for longer than one shift within a period of twenty-four hours from the commencement of his usual shift.

(f) Subject to subclause (a) of clause 2, during any emergency or breakdown the dredgemaster shall have the right to transfer any worker to a shift other than his usual shift and such worker shall not be entitled to overtime rate for such other shift unless he is required to work for longer than one shift in a period of twenty-four hours from the commencement of his usual shift.

(g) When any worker is required to work overtime for two hours or more beyond the close of his normal shift he shall be provided with a meal at the employer's expense or be paid a meal allowance of 2s. 6d., provided he has not been notified on the previous day of the intention to work overtime. Where the overtime is continued beyond two hours a meal shall be provided every four hours or a payment of 2s. 6d. made in lieu thereof.

(h) All meal-hours and crib-times when working overtime shall be paid for at the overtime rate.

(i) When practicable, twenty-four hours' notice shall be given workers when any overtime is required to be worked on a fixed repair day.

(j) During overtime hours a break of ten minutes shall be permitted every two hours in addition to the ordinary crib times, provided there is not stoppage of operations.

### *Holidays*

6. (a) The following days shall be paid holidays : New Year's Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, Anniversary Day, or a day in lieu thereof to be mutually arranged.

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

(c) All workers shall receive a holiday at their ordinary rate of pay on the day of the union's annual meeting, which shall be held on a Saturday. The union shall give each employer twenty-one days' notice of the date of the annual meeting. Payment for such holiday at the worker's ordinary rate of pay shall be made by the employer on the production of a certificate signed by the secretary of the union that such worker has attended the meeting or has been granted exemption from attendance.

(d) Any work done on any of the above holidays shall be paid for at double time rates, with a minimum of four hours' pay at double time rates, in addition to the payment for the holiday.

No work shall be performed on the annual meeting day other than in cases of extreme emergency.

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

(f) Where any worker has been employed upon work coming within the scope of this award by more than one employer in the industry during the fortnight ending on the day on which any of the above holidays occur, 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.

#### *Annual Holidays*

7. (a) After twelve months continuous service with the same employer in any year of service, every worker shall be entitled to three weeks' holiday at his full ordinary rate of wages as defined in the Annual Holidays Act, and in the event of the termination of the employment of any worker at any time before the completion of such twelve months' service he shall be paid a proportionate amount of such holiday pay.

(b) Payment for annual holidays shall be made prior to holidays being taken.

(c) All such holidays shall be completed within six months of falling due.

#### *Payment of Wages*

8. (a) All wages shall be paid in cash fortnightly on the job and during working-hours on every second Thursday for the pay period ending on the previous Saturday.

(b) In the event of pay-day being a holiday, wages shall be paid on the day preceding the holiday.

(c) This clause shall be without prejudice to the rights of the employers to agree with the union in the case of wages, and with the contractors in the case of contract work, that the payments for such work shall be made less frequently than fortnightly.

(d) When a worker is discharged or leaves a job he shall, upon application, be paid all wages within twenty-four hours of leaving. Such payment may be made by cheque. All waiting-time beyond the prescribed time shall be paid for at overtime rates.

*Union Dues*

9. Where workers sign a form authorizing the employer to pay their union dues to the secretary of the union, then such employer shall act in accordance with such form and shall pay the amount to the secretary of the union in full, and any form so signed shall not under any circumstances be withdrawn. Such amount shall be paid to the secretary within twenty-one days.

*Pay Dockets*

10. The employer shall hand to every worker each pay-day a suitable pay docket showing (i) the actual time worked, with overtime shown separately; (ii) the rate of wages; and (iii) the total wages earned, with deductions, if any.

*Termination of Employment*

11. Eight hours' notice of the termination of the services of any worker shall be given by the employer to the worker or by the worker to the employer. This shall not affect the right of the employer to dismiss a worker without notice for good cause, or the worker to leave the employment without notice for good cause.

*Absence From Work*

12. Any worker absenting himself from work for more than one day without first having obtained the permission of the management shall be deemed to have left his employment without notice. This shall not apply in cases of sickness or accident.

*Clocks*

13. The employer shall provide a clock in good working-order at each dredge or alluvial claim.

*Men Employed on Other Than Ordinary Job*

14. Where a worker is on any one day employed for three hours or more on any job other than his usual work, then such worker shall be paid for such day the rate of wages provided for such job if the rate is higher than that paid on his ordinary job; but in no case shall a worker be engaged on a job at a lower rate than the usual rate he is employed at.

*Travelling*

15. (a) In cases where, owing to the lack of suitable living accommodation at any job, a worker has to travel farther than two miles to his work, the employer shall provide suitable transport from a central point to be mutually arranged between the employer and the union, or at his own option the employer may, instead of providing transport, pay to each worker concerned an allowance of 3d. per mile.



each way for any distance the worker has to travel in excess of two miles, with a limit of 10s. per week. Fractions of miles travelled shall be calculated to the next half-mile, and where such travel exceeds a half-mile it shall be calculated as for a complete mile.

The customary method of travel adopted by the worker shall be deemed the method authorized by the employer.

(b) Where men are moved from one job to another by the employer requiring them temporarily to live away from home, the employer shall provide board and lodging or, where such is not available, he shall provide camping accommodation and pay to each worker an allowance to cover his board and his actual travelling-expenses.

#### *Watch Duty*

16. (a) Where any work is performed other than watch duty and where there is any likelihood of an accident, then and in such cases there shall always be employed a minimum of two workers. Where workers are employed on bush-work, no worker shall be required to work unless always within calling distance of his mate.

(b) Where work is required to be done from a boat, or where a boat is required to be used after dark or in a swiftly flowing stream a minimum of two workers shall be employed in the boat, one of whom shall be competent in the handling of a boat.

#### *Provision of Drinking Water*

17. (a) There shall be a sufficient supply of drinking-water (filtered, if necessary) available in a suitable receptacle and in a convenient place to all workers.

(b) All water and firing shall be placed on board dredges during the day shift.

#### *General*

18. (a) All pilot cabins shall be as draught-proof as possible, and a heater supplied for the use of the winchman during winter months, and heating facilities shall be supplied for the use of all other shift-workers.

(b) Suitable clamps and sufficient floats shall be used to convey electric power on to dredges. Where possible, daylight inspections shall be made, to minimize the risk of making night inspections.

(c) Wherever possible, a tent or cover shall be erected on all jobs over any welding, burning, cutting where there is any possibility of men being flashed or burnt. A supply of suitable goggles shall be kept on hand for the use of workers employed with a welding-machine.

(d) Each worker on leaving or being discharged shall, on request, be given within twenty-four hours thereafter a reference in writing stating the position held and the length of service. Original references shall be the property of the worker or applicant and shall be returned on request within forty-eight hours after engagement or rejection of application.

(e) Gum boots or suitable substitutes shall be supplied to all workers who may be required by their employer to work in wet places: Provided, however, that if such equipment is unobtainable owing to war conditions or supply control by the State, then failure to supply same shall not constitute a breach of this award.

(f) Workers taken from their ordinary work for repairs or breakdowns shall travel between such jobs in the employer's time.

(g) Workers who have completed a shift and returned home and who are called out again for repair or breakdown work shall go to and from such work in the employer's time.

(h) A suitable track shall be maintained from the road to the dredge or claim.

(i) The worker using explosives on any shift shall be paid 2s. extra for that shift.

(j) No worker shall be required to work more than five hours without an interval for a meal.

(k) A suitable cycle-shed shall be provided and maintained at each dredge or claim where required.

(l) Wherever practicable, exhausts for the removal of fumes in welding or dust in grinding shall be provided for the protection of workers.

(m) Suitable accommodation shall be provided at dredges and alluvial claims in which workers can take their meals.

(n) Subject to equipment being available, a telephone shall be provided at each dredge and alluvial claim in an accessible position for use in an emergency.

(o) A break of ten minutes shall be allowed each morning for morning tea, provided there is no stoppage of operations.

(p) When repair jobs are to be done at the top tumbler, top of digging ladder, save-all, wellway, and hopper, suitable safeguards agreed upon between the dredgemaster and the union representative and approved by the Inspector of Mines shall be provided for the safety of workers engaged.

(q) While the dredge is undergoing maintenance or repair, ladder winch and line controls shall be handled only by the winchman operating on his particular shift, and stacker and screen controls by a competent worker duly appointed by the dredgemaster to operate such controls during such shift.

(r) Emergency lighting shall be provided at all dredges and alluvial claims in case of power breakdowns.

(s) Suitable means to ensure a continuous supply of hot water shall be provided at each dredge or alluvial claim.

(t) Electrical torches shall be supplied to shiftmen for use on afternoon and night shifts in travelling to and from the road and the dredge or claim: Provided that if a torch is not returned when required to be

renewed or on termination of employment, the worker shall be liable for such torch and the cost may be deducted from any wages due to him. One set of batteries shall be supplied each month if required.

(u) All bridges between the road and dredge or claim shall be maintained in good order and shall be provided with an efficient handrail.

(v) Suitable appliances shall be provided at each dredge and used for lifting gear such as gas bottles from the lower to the top decks.

#### *Drying of Clothes*

19. Facilities for drying clothes shall be provided on or at each dredge or at each alluvial mine working, as the disputes committee hereinafter provided for shall decide, and the nature, efficiency, or otherwise of the appointments shall be decided by the committee, having regard to the circumstances and merits of each particular case.

#### *Shelter Places*

20. Where temporary shelters are required for the convenience of outside workers, such as men at dumps, &c., a tent and fly or other suitable shelter shall be provided and maintained at a reasonable distance from the place where the shelter is required.

#### *First-aid Outfits*

21. A suitable first-aid outfit, together with stretcher and blankets, shall be provided and maintained on every dredge and alluvial mine working and construction job.

#### *Contracting*

22. Each employer shall have the right to have any work done by contract. All the provisions of this award shall apply to any workers employed by any contractor taking a contract to do any such work.

#### *Accidents*

23. Where a worker meets with an accident which is sufficiently serious to require immediate medical attention, the employer shall pay the cost of transporting the injured worker to medical aid or hospital, or the employer may bring in medical aid to treat such worker at or near the place of the accident, whichever course shall be considered to be the more desirable to adopt in the interests of the injured worker, having regard to the place of the accident and the extent of the injuries sustained.

#### *Wash-up Men*

24. Men engaged on wash-up work shall be paid 1s. 6d. per shift in addition to their ordinary rate of wages when so employed.

*Accommodation*

25. (a) In all cases where the employer provides huts or other accommodation, such shall be up to a standard agreed upon between the representatives of the union and the employer concerned.

(b) Suitable provision for washing shall be made at every dredge or claim.

*Wet-time*

26. (a) On days which are agreed between the dredgemaster and the job delegate to be exceptionally wet, work under shelter shall be provided for all workers; where it is not possible for such work to be provided and workers are compelled to work in the open on such days, they shall be permitted to cease work two hours earlier without reduction in the day's pay.

(b) Where on any such day it is necessary for any worker to carry on working beyond six hours in his shift, he shall be paid at overtime rates for all such additional time worked.

(c) All waiting time for transport in the foregoing cases shall be paid for at overtime rates.

(d) On shifts other than day shifts the winchman or other person in charge of the shift shall determine if the clause shall apply.

*Disputes Committee*

27. The essence of this award being that the work of the employer shall not on any account be impeded but shall at all times proceed as if no dispute had arisen between the parties as to any matter whatsoever arising out of or connected therewith and not specifically dealt with herein, every such dispute or difference shall be referred to a committee to be composed of two representatives on each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner. The decision of the majority of the committee shall be binding, and if no decision is arrived at either party may appeal to the Court of Arbitration, giving notice of such appeal to the other party within fourteen days after the failure of the disputes committee to arrive at a decision, or the disputes committee may itself refer the matter to the Court of Arbitration for decision.

*Notice of Dismissal or Retirement*

28. In the event of any workman committing a breach of the Mining Act or of any of the general or special rules or regulations thereunder, or refusing or neglecting to carry out the lawful instructions of the management, such workman shall be liable to instant dismissal.

*Effective Operation of Award*

29. Every employer bound by this award shall permit the secretary or other authorized agent of the union to enter at all reasonable times (to be mutually arranged between the employer and the union) 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 also supply to the union secretary, when requested to do so, at not less than three-monthly periods, the names of all workers.

*Workers to be Members of Union*

30. (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*

31. (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 wages, to examine the permit or agreement by which such wage is fixed.

#### *Application of Award*

32. 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*

33. This award shall operate throughout the Westland and Otago and Southland Industrial Districts.

#### *Term of Award*

34. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 1st day of June, 1949, and so far as all other provisions of the award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 20th day of October, 1951.

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 October, 1949.

[L.S.]

A. TYNDALL, Judge.

#### MEMORANDUM

The terms of settlement forwarded to the Court recorded that the following provision was agreed to by the assessors in Conciliation Council:—

“If a worker is in receipt of more than the rates prescribed in this award, such worker shall not have his wages reduced so long as he remains in his present employment.

“ If, at the commencement of this award, any worker is in receipt of more than the rates prescribed in the previous award for his class of work, such worker shall receive the same amount of increase and the same allowance as may be granted by this award to workers in receipt of award rates.”

In making the award this provision has not been incorporated as it is considered to be inconsistent with the provisions of the law relating to stabilization.

Apart from this, the award embodies the terms of settlement reached in Conciliation Council, including the retrospective operation of provisions relating to rates of wages.

A. TYNDALL, Judge.

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