

WELLINGTON INDUSTRIAL DISTRICT **METAL-WORKERS'**
ASSISTANTS—AWARD

In the Court of Arbitration of New Zealand, Wellington Industrial District.—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 persons, firms, and companies (hereinafter called “ the employers ”):—

Acetone Illuminating & Welding Co., Ltd., Thorndon Quay,
Wellington.

Acme Engineering, Ltd., Petone.

Burt, A. & T., Ltd., Courtenay Place, Wellington.

Cable, William, & Co., Ltd., Kaiwarra.

Cooper Bros., 263 Victoria Avenue, Wanganui.

Duthie Steel Casement Co., Ltd., Coutts Street, Kilbirnie,
Wellington.

Eclipse Foundry Co., Ltd., Holland Street, Wellington.

Lambert, R., 3 Coradine Street, Masterton.

Luke Bros., Ltd., Cable Street, Wellington.

McDonald, A. D., 60 George Street, Palmerston North.

Niven, J. J., & Co., Ltd., Port Ahuriri, Napier.

Pallo Engineering, Ltd., 96 Courtenay Place, Wellington.

Wellington Patent Slip Co., Ltd., Evans Bay, Wellington.

and the Wellington Metal Workers' Assistants Industrial Union of
Workers (hereinafter called “ the union ”).

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the abovementioned 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 on the day of the date hereof, and shall continue in force until the 9th day of August, 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 22nd day of December, 1949.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to the engineering, iron and brass founding, boilermaking (including iron ship and bridge building) and allied industries, and to works in which workers for whom provision is made in the wages clause of this award are employed,

and to drillers' machinists not covered by any other award, furnacemen, strikers, steam- and air-hammer attendants, workers assembling machinery, and workers employed at any of the following operations : chipping ; rough grinding ; fettling ; operating hydraulic, pneumatic power, or hand press on coldwork ; punching ; drawing ; pressing ; shearing ; operating annealing-furnace ; holding-up on any work ; rivet-heating ; assisting on galvanizing or sheradizing ; assisting engineers, boilermakers, moulders, tinsmiths, or sheet metal workers ; sand-blasters ; welders as provided for in clause 7 ; and other workers (including labourers and yardmen) employed in connection with the said industries and to all classes of workers for whom provision is made in the wages clauses of this award ; but shall not cover workers employed in the measuring, cutting, bending, placing and shaping of steel for reinforced concrete or workers who are already covered by another award.

Definitions

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

- (a) " Porcelain-enamelling " includes all occupations concerned with the porcelain-enamelling of metallic articles.
- (b) " Continuous process " means a process in which work is carried on, except for breakdowns, with successive shifts of men throughout the days and nights for at least five days of the week.
- (c) " Shift-work " in the case of an afternoon shift means any shift finishing after 6 p.m. and at or before midnight, and in the case of a night shift means any shift finishing subsequent to midnight and at or before 8 a.m.
- (d) " Sunday " means the time between midnight Saturday and midnight Sunday.
- (e) " Day " means the period from midnight to midnight.
- (f) " 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. In the case of Metters (N.Z.), Ltd., relief men may work four and three-quarter hours without a meal.

(c) For time worked during a worker's usual meal period one and a half 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 and if engaged on jobbing work, and 10 per cent. more than ordinary rates if engaged in manufacturing work on such shifts.

(b) The commencing hour for day shifts shall be not earlier than 7 a.m., instead of the commencing hour of 7.30 a.m. mentioned in clause 3 (a), or such other hour as may be agreed upon by the employer and the local union secretary.

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

(d) The hours and method of working shifts in porcelain-enamelling may be continued as at present; a roster setting out the working hours shall be forwarded by the employer to the union; any alteration necessary in such roster may be made by agreement with the union, which shall be supplied with a copy of the amended roster.

(e) 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.

(f) When the relief does not come on duty at the proper time, the worker not relieved shall work for an additional four hours at time and a quarter rates. If he is not then relieved, he shall be paid

double time for all time worked after such four hours. If he is relieved at the end of four hours, the worker who relieves him shall be paid time and a quarter rates until the commencement of the next shift. Where not less than four hours' notice has been given to the employer by the employee, that he will be absent from work, and the employee whom he should relieve is not relieved, such latter employee shall be paid at ordinary overtime rates for all time worked after he has finished his ordinary shift: Provided that if a worker is absent from his shift and has for some sound reason been unable to give his employer four hours' notice of his absence, the question of the overtime payment to be made shall be decided by the Disputes' Committee.

Overtime

5. (a) All work done in excess or outside of the hours mentioned in clauses 3 and 4 hereof shall count as overtime and shall be paid for at the rate of time and half rates 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., or after 12 noon on Saturday, 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 break-down work, and work shall not be done during stopwork 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 hold of the annual meeting, shall be dealt with at such stopwork meetings, and provided still 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. 6d. 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 the worker for such extra expense.

Holidays

6. (a) The following shall be the recognized holidays: New Year's Day, 2nd January, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Anniversary Day (or 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. The minimum rate of wages for workers coming within the scope of this award shall be 3s. 8½d. per hour.

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.

Employment of Youths

9. (a) Boys and youths under twenty-one years of age may be employed on light manufacturing work or as metal-workers' assistants, but youths shall not be employed to displace adult machine moulders at present employed; and should a dispute arise on the question of youths being employed on moulding machines it shall be decided by the disputes committee.

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

Age Commencing.	First Six Months.	Second Six Months	Third Six Months.	Fourth Six Months.	Fifth Six Months.	Sixth Six Months.	Seventh Six Months.	Eighth Six Months.	Ninth Six Months.	Tenth Six Months.
Under 16 ..	30/6	37/6	44/6	51/-	58/6	65/6	72/6	80/-	87/-	100/6
16 to 17 ..	34/-	40/6	48/6	55/-	62/-	69/6	80/-	87/-	93/6	100/6
17 to 18 ..	40/6	48/6	55/-	62/-	72/6	81/6	93/-	100/6	..	..
18 to 19 ..	48/6	55/-	62/-	72/6	80/-	89/-	100/6	..	..	..
19 to 20 ..	61/6	72/-	79/-	92/6	100/6	..	..	..	..	..
20 to 21 ..	78/6	86/6	100/6	..	..	..	..	..	..	..

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

Special Provisions Relating to Metters (N.Z.) Limited, Petone

10. The following special provisions shall relate to Metters (N.Z.) Limited, Petone :—

(a) The minimum rates of wages per hour shall be :—	s.	d.
Inside duster	5	3
Roll duster	4	0
Wheel man	3	10½

To these wages shall be added bonuses, as follows :—

Inside duster :

For alpha baths 6d.

For plain rolled baths 4d.

Roll duster :

For alpha baths 3d.

For plain rolled baths 2d.

Wheel man :

For alpha baths 3d.

For plain rolled baths 2d.

These bonuses shall be paid on all first quality baths produced on each shift so long as not less than 25 per cent. of first quality baths are produced on each shift.

(b) Shot blasters, while so engaged, shall be paid not less than 4s. 8¾d. per hour.

Special Rates

11. (a) *Chargemen*—Where a worker other than under the control of a tradesman is in charge of four or more workers, he shall be paid 2s. per day extra.

(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) All repair work done while assisting boiler-makers in used boilers, smoke boxes, uptakes, funnels and between boilers and brick-work of boilers, shall be paid for at 1s. per hour extra in addition to the ordinary or overtime rate as the case may be.

(d) *Dirty Work*.—Except as elsewhere herein provided any worker employed at the following work shall be paid a flat rate of 3d. per hour for all time worked in any day with a minimum payment of 2s. per day :—

(i) In rotary kilns and coolers at cement works.

(ii) Overhauling winches, grabs, traction engines, steam shovels, locomotives, and under gear of tramcars. The foregoing extra payment shall not be made on work mentioned in this subclause, which has already been cleaned down beforehand.

- (iii) All repair work done on board ship.
- (iv) All repair work done in the respective departments of freezing works on blood pumps, sewage pumps, hash presses, digesters, tar boilers at gas works, tar plants at steel pipe works.
- (v) Any such other work as may be agreed upon by the employer and the union concerned.
- (vi) 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.
- (vii) 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 digesters on manure works.
- (viii) In lieu of the provisions of the first paragraph of this subclause, 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.

(e) *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.

(f) *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 employed on hot slab work, on plate flanging and dishing and heavy angle iron smithing, shall be paid 2d. per hour above the minimum rate. This payment shall not apply to work done on anvils.

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

(iv) Workers engaged in freezing chambers where the temperature is below 30 degrees shall be paid 3d. per hour while 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."

(v) 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.

(vi) 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 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.

(g) *Welding Allowance, &c.*—(i) Trainee welders employed on burning or welding operations (except on spot or butt welding machines) shall be paid 1s. 6d. per day extra.

(ii) Workers employed in confined spaces where welding and burning operations are carried out shall be paid at half ordinary rates extra above the ordinary rate as the case may be.

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

Over 20 feet and up to 50 feet	..	..	2d. per hour.
Over 50 feet and up to 75 feet	..	..	3d. per hour.
Over 75 feet and up to 140 feet	..	..	4d. per hour.
Over 140 feet	..	..	5d. per hour.

All scaffolding shall be the responsibility of the employer.

(i) 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 foregoing subclauses of this clause, *i.e.*, (c), (e), and (f).

Piecework and Premium Bonus

12. Work may be done by piece work 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.

Outside Work

13. (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 second class fare shall be provided.

(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 Company shall be paid 8d. for each day or part of a day on which he is employed.

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

(d) Burners and welders while working in bitumen or oil tanks shall be supplied with respirators where necessary.

(e) In workshops where electro-plating, chromium-plating, buffing, polishing and grinding work are performed and noxious fumes are present, suitable suction plants and fans shall be provided where, in the opinion of the Disputes Committee, such are necessary.

(f) In all cases where artificial light is required, electric light shall be supplied where available; and proper staging shall be erected for men to work in safety.

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

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

(i) The light in every foundry shall be sufficient to provide safe entrance and exit for employees and to carry on work safely during working-hours.

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

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

(l) Machinery, Ladles, &c.: Machinery, cranes, &c., shall be examined once every six months and all ladles of 15 cwt. and over shall be fitted with safety worm gear. When ladles are being dried after daubing, smoke or fumes shall not be permitted to enter the shop.

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

(n) 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.

(o) A supply of fresh air and suitable adequate protective clothing shall be provided for sand-blasters, metal-sprayers, and picklers. Respirators shall be provided for duco-sprayers.

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

(q) Workers using pneumatic machines shall be supplied with gauntlets and aprons where necessary.

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

(s) Gumboots shall be supplied by the employer for the use of workers who are required to work in any place in which water has accumulated to a depth exceeding one inch.

(t) The employer shall, in all cases of workers engaged in the working of any process which is dangerous to the health of the workers, provide respirators, gloves, and goggles, and other such equipment as will be satisfactory to the Department of Health.

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

(v) 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 shall also 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.

(c) When a worker receives injuries during the course of his employment of such a nature necessitating immediate hospital treatment and is obliged to attend hospital or a doctor, such worker shall be paid by the employer for the time lost but not exceeding two hours.

Access to Workshops

17. The secretary or other authorized officer of the local union of workers 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. 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. Either side shall have the right to appeal to the Court against the decision of 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.

Exemptions

19. Harbour Boards may pay wages on the day generally observed by them as pay-day, and shall have the right to substitute the holidays prescribed in their own regulations for those provided for in the award, provided the number of days allowed shall be not less than are provided in this award.

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 day's 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

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 while this award is in force, connected with or engaged in the industry to which this award applies within the industrial district to which this award relates.

Scope of Award

23. This award shall operate throughout the Wellington Industrial District.

Term of Award

24. This award shall come into force on the day of the date hereof and shall continue in force until the 9th day of August, 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 22nd day of December, 1949.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.