

**NEW ZEALAND OIL COMPANIES METAL AND RELATED TRADES WORKERS—
AWARD**

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

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned companies (hereinafter called “the employers”):

NORTHERN INDUSTRIAL DISTRICT

Atlantic Union Oil Co. Ltd., Oil Merchants, South British Insurance Building, Shortland Street, Auckland.
 B.P. (N.Z.) Ltd., Oil Merchants, Northern Steamship Co. Building, Quay Street, Auckland.
 Caltex Oil (N.Z.) Ltd., Oil Merchants, Jellicoe Street, Auckland.
 Europa Oil (N.Z.) Ltd., Oil Merchants, Western Wharf Reclamation, Auckland.
 Shell Oil N.Z. Ltd., Oil Merchants, T. and G. Buildings, Wellesley Street West, Auckland.
 Standard-Vacuum Oil Co. (N.Z.) Ltd., Oil Merchants, South British Insurance Buildings, Shortland Street, Auckland.

TARANAKI INDUSTRIAL DISTRICT

Atlantic Union Oil Co. Ltd., Oil Merchants, New Plymouth.
 B.P. (N.Z.) Ltd., New Plymouth.
 Caltex Oil (N.Z.) Ltd., Oil Merchants, New Plymouth.
 Egmont Oil Wells Ltd., Taratutu Crescent, New Plymouth.
 Europa Oil (N.Z.) Ltd., Breakwater Road, New Plymouth.
 N.Z. Oil Refineries Ltd., Oil Merchants, New Plymouth.
 Shell Oil N.Z. Ltd., Oil Merchants, New Plymouth.
 Standard-Vacuum Oil Co. (N.Z.) Ltd., Oil Merchants, New Plymouth.

WELLINGTON INDUSTRIAL DISTRICT

Atlantic Union Oil Co. Ltd., Oil Merchants, Hunter Street, Wellington.
 B.P. (N.Z.) Ltd., 110–116 Courtenay Place, Wellington.
 Shell Oil N.Z. Ltd., Oil Merchants, Napier.
 Standard-Vacuum Oil Co. (N.Z.) Ltd., M.L.C. Buildings, Hunter Street, Wellington.

MARLBOROUGH INDUSTRIAL DISTRICT

B.P. (N.Z.) Ltd., Stuart Street, Blenheim.
 Shell Oil N.Z. Ltd., Oil Merchants, Corner of Grove and Bridge Streets, Blenheim.
 Standard-Vacuum Oil Co. (N.Z.) Ltd., Oil Merchants, Blenheim.

NELSON INDUSTRIAL DISTRICT

Atlantic Union Oil Co. Ltd., Oil Merchants, Nelson.
 B.P. (N.Z.) Ltd., Port Nelson.
 Shell Oil N.Z. Ltd., Oil Merchants, Port Nelson.
 Standard-Vacuum Oil Co. (N.Z.) Ltd., Oil Merchants, Port Nelson.

WESTLAND INDUSTRIAL DISTRICT

Atlantic Union Oil Co. Ltd., Greymouth.
 Europa Oil (N.Z.) Ltd., P.O. Box 105, Greymouth.
 Shell Oil N.Z. Ltd., P.O. Box 128, Greymouth.
 Standard-Vacuum Oil Co. (N.Z.) Ltd., P.O. Box 102, Greymouth.

CANTERBURY INDUSTRIAL DISTRICT

Atlantic Union Oil Co. Ltd., 190 Hereford Street, Christchurch.
 B.P. (N.Z.) Ltd., 87 Worcester Street, Christchurch.
 Caltex Oil (N.Z.) Ltd., Corner of Matipo Street and Blenheim Road, Christchurch.
 Europa Oil (N.Z.) Ltd., Grove Road, Christchurch.
 Shell Oil N.Z. Ltd., P.O. Box 81, Christchurch.
 Standard-Vacuum Oil Co. (N.Z.) Ltd., P.O. Box 186, Christchurch.
 Wakefield, C. C., and Co. Ltd., 172 St. Asaph Street West, Christchurch.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

B.P. (N.Z.) Ltd., Moray Chambers, 30 Moray Place, Dunedin.

Caltex Oil (N.Z.) Ltd., Oil Merchants, Fryatt Street, Dunedin.

Caltex Oil (N.Z.) Ltd., Spey Street, Invercargill.

Europa Oil (N.Z.) Ltd., Oil Merchants, Sturdee Street, Dunedin.

Europa Oil (N.Z.) Ltd., Oil and Spirit Merchants, Spey Street, Invercargill.

Shell Oil N.Z. Ltd., Motor Oil and Spirit Merchants, Corner of Fryatt and Halsey Streets, Dunedin.

Shell Oil N.Z. Ltd., Oil Merchants, Spey Street, Invercargill.

Standard-Vacuum Oil Co. (N.Z.) Ltd., Motor Oil and Spirit Merchants, Halsey Street, Dunedin.

Standard-Vacuum Oil Co. (N.Z.) Ltd., Oil Merchants, Spey Street, Invercargill.

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 130 of the Industrial Conciliation and Arbitration Act 1954, 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 4th day of April 1960 and shall continue in force until the 31st day of March 1962 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 11th day of March 1960.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to the undermentioned workers:

Blacksmiths, coppersmiths, sheet-metal workers, engineers (fitters and turners), welders, motor mechanics, garage attendants, and metal workers' assistants except metal workers' assistants employed under the Wellington Industrial District Metal Workers' Assistants Award and the Otago and Southland Industrial District Metal Workers' Assistants Award; and/or workers employed in the manufacture, repair, or maintenance of machines or of metallic or part-metallic articles of ferrous or non-ferrous metals or plastic materials; bowser-pump fitters and servicemen, metal-pipe fitters, welders and/or cutters, electrical fitters, metal-sprayers, machinists, workers operating lathes, pattern-makers, polishers, planers, shapers, slotters and

borers, drillers, screwers, sawyers, toolmakers, workers assembling machinery, workers employed at any of the following operations: chipping, rough grinding, fettling, operating hydraulic, pneumatic power, or hand press on cold work, punching, drawing, pressing, shearing, operating annealing-furnace, holding-up on any work, rivet-heating, assisting on galvanising, sheradising, or parkerising, assisting engineers, welders; and other workers employed in connection with the said industries.

Foremen Motor Mechanics—This award shall not apply to foremen in establishments in which at least six motor mechanics are employed, and who are substantially employed in supervising work.

Definitions

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

“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.

“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.

“Day” means the period from midnight to midnight.

“Machinist, first-class” means a tradesman who is partly or wholly engaged in setting up and operating the following machines: lathe, boring-machine, milling-machine, gear-shaping machine, planing-machine, shaping-machine, slotting-machine, and grinding-machine, or boring by drilling-machine, with a single-pointed tool, where accuracy must be maintained, and where the operator is solely responsible for maintaining and setting the tool.

“Machinist, second-class” means an adult worker who is not engaged as a tradesman and who is not required to work from drawings or prints, but who is engaged in operating the machines enumerated in the definition of first-class machinist, or who is engaged operating a key-seat machine, or who is engaged operating a lathe fitted with a self-centring chuck or collet, or the man who adjusts cutter-bar to work to specified dimensions.

“Metal-worker’s assistant” means a worker employed in assisting on galvanising or sheradising, or assisting engineers or welders, or any other metal-tradesman.

“Pattern-maker” means a tradesman engaged in making of patterns in wood.

“Polisher, first-class” means a tradesman engaged in polishing metals for finish.

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

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

“Welder, first-class” means an adult worker using electric, arc, and/or oxy-acetylene blowpipe and/or coal-gas cutting plant who is required to apply general trade experience as a welder.

“Welder, second-class” means an adult trainee welder during his first 12 months at the trade, and/or until he has passed public-works test, and/or a welder substantially employed cutting scrap metal with an oxy-acetylene blowpipe.

“Motor mechanics’ work” shall mean and include fitting, turning, motor electrical, tractor and motor-cycle, and other work in the manufacture and/or repair of parts of motor vehicles.

“Motor mechanic” shall mean a worker engaged on motor mechanics’ work, and shall include an automotive electrician, tractor mechanic, and motor-cycle mechanic.

“Certified motor mechanic” is one who holds the appropriate trade certificate issued by the New Zealand Trades’ Certification Board and is registered as such by the New Zealand Motor Trades’ Certification Board.

“‘A’ Grade motor mechanic” is one who holds the appropriate advanced trade certificate issued by the New Zealand Trades’ Certification Board and is registered as such by the New Zealand Motor Trades’ Certification Board.

“Vulcanisers” are adult workers, other than garage attendants who are engaged repairing covers and tubes, including vulcanising and retreading.

“Garage attendants” are adult workers who are substantially engaged in wholesale premises, washing, cleaning, polishing, greasing, or oiling motor-vehicles, doing minor repairs to tyres and tubes, watering batteries, parking of vehicles, and carrying out unskilled work covered by this award, but shall not include chauffeurs.

“Kerrick Kleaner operators” are adult workers engaged operating Kerrick Kleaner cleaning-machines or similar cleaning-machines.

“Adult workers” are workers of 21 years of age or over.

“Youths” are workers under 21 years of age.

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.

Shift-work

4. (a) Shifts may be worked as required by the employer. A worker required to work less than four days on shift-work outside the hours prescribed in clause 3, shall be paid at overtime rates. Where three shifts per day are worked a worker required to rotate his shift duties shall be paid a shift allowance of 3s. 6d. for each shift. A worker employed only on afternoon or night shift shall whilst so employed be paid an allowance of 4s. per shift. An “afternoon shift” means any shift commencing after noon and finishing at or before midnight, and a “night shift” means any shift finishing subsequent to midnight and at or before 8 a.m.

(b) When a worker is required to commence a shift with less than an eight-hour break from completing a previous shift, he shall be paid double rates for such shift.

(c) All broken shifts shall be completed within 12 hours and shall not comprise more than two periods in any one day. Every endeavour shall be made to keep the percentage of broken shifts to straight shifts as low as possible.

(d) Not more than five shifts not exceeding eight hours each, inclusive of a meal break not exceeding half an hour, shall be worked in any week without payment of overtime.

Such shifts shall be worked between midnight Sunday-Monday and 8 a.m. Saturday.

Time worked outside or in excess of the hours prescribed in this clause shall be paid for at the rate of time and a half for the first three hours and double time thereafter, each shift to stand by itself.

Overtime

5. (a) All work performed outside or in excess of the hours mentioned in clause 3 hereof, shall count as overtime and shall, subject to subclause (b) of this clause, be paid for at the rate of time and a half for the first three hours and double time thereafter.

Overtime shall be calculated on a daily basis.

(b) All work done between 10 p.m. Monday to Friday inclusive and 6 a.m. (except in the case of shift-workers employed on regular shifts) and work done after noon on Saturday or any time on Sunday or on the holidays prescribed in this award, shall be paid for at double time rates.

(c) No worker shall be required to work continuously for more than four and a half hours without an interval for a meal.

(d) Any worker having worked for 24 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 until an eight-hour break is allowed.

(e) Any worker having worked his normal eight hours and being required to continue working on into the next day shall be paid double rates for all such continuous time worked on the second day.

(f) Any worker having worked his normal eight hours and having continued to work until midnight shall be given eight hours off or be paid double time for time worked on the second day.

(g) Where a worker is required to work overtime in the terms of subclause (a) of this clause 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 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.

(h) Whereby by virtue of subclauses (f) and (g) of this clause a worker loses ordinary time on the second day such time shall be paid for at ordinary rates.

(i) When a worker is ordered back after 6 p.m. a minimum of two hours at the appropriate overtime rate shall be paid for.

If required to work on a Saturday, Sunday, or holiday, a minimum of four hours shall be paid for at the appropriate overtime rate.

(j) 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: Provided that in the case of a worker who normally starts or finishes work when public wheeled traffic is not available, the amount to be paid to the worker to cover travelling-time may be agreed upon between the employer and the secretary of the union, but if an agreement is not reached the question shall be decided by a committee consisting of the employer, the secretary of the union, and the Conciliation Commissioner, who shall be chairman, and the decision of such committee shall be final.

Wages

6. The following shall be the minimum rates of wages to be paid to the respective classes of workers:

		Per Hour
		s. d.
(a) <i>Engineering Division</i> —		
Toolmaker .....	.....	7 11½
Pattern-maker .....	.....	7 11½
Fitter .....	.....	6 10¾
Turner .....	.....	6 10¾
Blacksmith .....	.....	6 10¾
Millwright .....	.....	6 10¾
Coppersmith .....	.....	6 10¾
First-class machinist .....	.....	6 10¾
First-class polisher .....	.....	6 10¾
Other tradesmen .....	.....	6 10¾
Second-class machinist .....	.....	6 11¼
Second-class polisher .....	.....	6 11¼
(b) <i>Welding Division</i> —		
First-class welder .....	.....	6 10¾
Second-class welder .....	.....	6 0
(c) <i>General</i> —		
Sheet-metal workers .....	.....	6 10¾
Strikers .....	.....	6 0
Tradesman's assistant .....	.....	6 0
(d) <i>Motor Engineering</i> —		
"A" Grade motor mechanics .....	.....	7 11½
Certified motor mechanics .....	.....	7 0
Motor mechanics .....	.....	6 10¾
Vulcanisers .....	.....	6 11¼
Garage attendants .....	.....	6 11¼

(e) Weekly worker substantially employed operating a Kerrick Kleaner £12 18s. 8d. per week. Hourly rate for Kerrick Kleaner 6s. 7¼d. per hour.

(f) A worker operating a Kerrick Kleaner (other than those substantially employed as Kerrick Kleaner operators) shall be paid 4s. per day or portion of any day upon which he is so employed additional to his normal rate of pay. Where youths or apprentices are employed as Kerrick Kleaner operators they shall be paid not less than the rates specified for adult Kerrick Kleaner operators. Mechanics or apprentices who casually use Kerrick Kleaners for cleaning mechanical parts of motor vehicles under repair shall be excluded from the provisions of this clause.

Boys and Youths

7. Boys and youths may be employed, but shall not be employed on apprentices' work, and at not less than the following rates:

		Per Week
		£ s. d.
Under 17½ years of age .....	.....	4 19 2
17½ to 18 years of age .....	.....	5 15 0
18 to 18½ years of age .....	.....	6 10 10
18½ to 19 years of age .....	.....	7 6 8
19 to 19½ years of age .....	.....	8 2 6
19½ to 20 years of age .....	.....	8 18 4
20 to 20½ years of age .....	.....	9 14 2
20½ to 21 years of age .....	.....	10 10 0

Thereafter the rates payable for the particular class of work performed.

Requirements of Economic Stabilisation Regulations

8. No worker bound by this award shall in any week be paid a lesser amount by his employer than the worker would have been entitled to be paid under this award if it had specifically applied the general order of the Court dated 18 September 1959 otherwise than by incorporation pursuant to the pronouncement of the Court dated 18 September 1959.

Payment of Wages

9. (a) Wages shall be paid weekly not later than Thursday and within working hours.

(b) Notwithstanding anything else contained in this award an employer may make a rateable deduction from the wages of any worker for time lost through sickness, accident not arising in the course of the employment, default, or through the worker's voluntary absence with the consent of the employer.

(c) All wages and holiday pay shall be paid immediately on dismissal of the worker. Except in the case of misconduct, weekly workers shall receive and/or give one week's notice; in the case of hourly workers one hour's notice shall be given by either side.

Holidays

10. (a) The following shall be the recognised paid holidays: New Year's Day, 2 January, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Anniversary Day or Show Day.

(b) Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944: Provided, however, that after 10 years' continuous service with the same employer each worker shall for the eleventh and subsequent years be given an annual holiday of three weeks on full pay; the qualifying period for the commencement of this provision shall be the date of the commencement of the employment.

Outside Work

11. (a) For outside work beyond 1-mile radius from the employer's place of business the employer shall convey the worker or pay his fare both ways. When the worker is employed on such work that he is unable to return to his home at night, board and residence shall be provided at the employer's expense.

(b) Travelling time shall be paid for at ordinary rates but not to a greater extent than eight hours in one day when using public transport, unless the worker is on the same day occupied in working for his employer.

(c) A worker required to drive a vehicle or required to accompany the driver during the course of his work shall be paid the appropriate rate for such time.

General Provisions

12. (a) A 10-minute rest period shall be allowed in the morning and afternoon to all workers, and during Saturday morning if three hours or more are worked.

(b) Workers employed on overtime for a period of more than three hours shall be allowed a rest period of 10 minutes after having completed the first two hours; one rest period only shall be given in every continuous four hours' work.

(c) Garage attendants, and motor mechanics, shall be provided with two suits of overalls per annum, which shall be laundered at the employer's expense. Alternatively, such workers shall be paid 5s. per week extra as a clothing allowance, in which case the worker so paid will be obliged to have his overalls laundered at least once weekly at his own expense.

The foregoing provisions shall not apply to vulcanisers who shall upon request be provided with overalls of which not more than two shall be supplied in any one year. Where such workers request overalls they shall be laundered by the employer.

Other workers the nature of whose work necessitates the regular wearing of overalls shall be supplied by the employer with one suit of overalls every six months.

(d) Tradesmen required to supply their own tools shall be paid a tool allowance of 1¼d. per hour extra. Workers so paid shall supply all hand tools necessary to efficiently carry out their work. When the employer supplies all tools required this allowance shall not be payable. The employer shall insure workers' tools against fire with a maximum cover of £50 for any one worker's tools required in connection with his employment.

(e) Adequate lockers and first-aid facilities shall be available.

(f) *Welding Allowance*—Workers employed on oxy-acetylene, coal-gas, or electric welding, except on spot- or butt-welding machines up to and including four hours in a day shall be paid 1s. 6d. per day extra; for more than four hours in a day 2s. 4d. extra per day.

For welding work done on a job preheated for at least four hours, a worker shall be paid an extra rate equal to one-fourth of his ordinary rate in addition to his ordinary or overtime rate as the case may be, in lieu of the welding allowance.

When welding or gas cutting of galvanised material is being done, provisions shall be made for the removal of objectionable fumes.

(g) Where a worker has been specially directed to take charge of four or more workers he shall be paid 2s. 3½d. 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 tradesmen, such worker shall be paid 3s. 5½d. per day extra above the minimum rates: Provided that the job shall extend for one day or more.

(h) Workers employed in such places that their footwear becomes impregnated with petroleum products shall be supplied with protective footwear when necessary.

(i) Workers employed on repair work whether ashore or afloat, in valve boxes underground, or in used petroleum product tanks if not cleaned out, or on black oil manifolds, black oil pipe lines, and black oil pumps, or on used rotary gas oil pumps repaired in workshops or attached to bulk tanks, tank wagons or sledge tanks, or on maintenance on used high pressure greasing equipment, or on sampling black oil on tankers shall be paid half ordinary rates in addition to the ordinary or overtime rate as the case may be whilst so employed.

(j) All repair work in used boilers, smoke-boxes, uptakes, funnels, and between boilers, and brickwork of boilers shall be paid for at half ordinary rates in addition to the ordinary or overtime rate as the case may be.

(k) Any worker employed on repair work on board ship shall be paid 2s. 3¼d. per day extra. A worker already being paid the allowance prescribed by subclauses (i), (j), and (m) of this clause shall not be entitled to payment under this subclause.

(l) Workers required to work inside crank pits, cylinders, and scavenger trunks of diesel engines on board ship shall be paid 1s. per hour extra whilst so employed. Workers required to perform any other work in engine rooms of diesel driven ships shall be paid 7d. per hour extra. When a worker is entitled to an extra payment under this subclause he shall not be entitled to any extra payment under subclause (k) of this clause in respect of the same work.

(m) Workers employed on hot-slab work, plate flanging and dishing, and heavy angle-iron smithing shall be paid $3\frac{1}{2}$ d. per hour extra in addition to the ordinary or overtime rate as the case may be.

(n) Tradesmen employed on ship repair work on board ships shall be paid $1\frac{3}{4}$ d. per hour above the rates prescribed in clause 6.

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

Over 20 ft and up to 50 ft .....	.....	.....	$2\frac{1}{4}$ d. per hour
Over 50 ft and up to 75 ft .....	.....	.....	$3\frac{1}{2}$ d. per hour
Over 75 ft and up to 140 ft .....	.....	.....	$4\frac{1}{2}$ d. per hour
Over 140 ft .....	.....	.....	$5\frac{3}{4}$ d. per hour

All scaffolding shall be the responsibility of the employer.

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

(q) Soap and clean towels or other suitable means of cleaning or drying shall be provided for workers working under this award in factories in accordance with the provisions of section 62 of the Factories Act 1946.

(r) An employee required to work under a motor vehicle where a pit is not available shall be supplied with a creeper.

(s) *Confined Space*—Where a worker is required to work in a place the dimensions of which necessitate the worker working in a stooped or otherwise cramped position, and/or in any place without proper ventilation, or where confinement within a limited space is productive of discomfort such worker shall be paid $3\frac{1}{2}$ d. per hour extra.

(t) Where a worker is required to use a gas mask he shall be paid an allowance of $3\frac{1}{2}$ d. per hour

(u) Any worker bunkering ships, who is required to work in contact with lamp-black, sulphur, or phosphate shall be paid at half ordinary rates extra whilst so employed.

(v) Any worker required to work in contact with powdered spirit dyes other than dustless or liquid dyes shall be paid at half ordinary rates extra whilst so employed.

(w) Any worker required to work outside in wet weather shall be provided with suitable protective clothing.

Meal-money

13. (a) The employer shall either provide a suitable meal or allow meal-money at the rate of 5s. per meal when workers are called upon to work overtime after 6 p.m. on Monday, Tuesday, Wednesday, Thursday, or Friday, or after 1 p.m. on Saturday or Sunday, 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.

Where a worker is required to pay a surcharge for any meal purchased, the employer shall refund the extra amount so spent.

(b) When overtime is being worked the employer shall provide a meal or pay a meal allowance of 5s. per meal on completion of each four hours, provided the worker is required to continue working after the meal interval. The period of four hours may be varied by agreement but a meal interval not exceeding half an hour shall be paid for when taken.

Right of Entry Upon Premises

14. The secretary or other authorised salaried officer of the 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.

Disputes

15. The essence of this award being that the work of the employer 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 specifically dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court against a decision of any such committee upon giving written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

Workers to be Members of Union

16. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, it shall not be lawful for an 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 18 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 21 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.

(d) Nothing herein contained shall prevent any employer from employing any person who is a member of the Marine Engineers' Institute on engineering work on the ship on the articles of which he was serving immediately previous to her being laid up, or on any ship to which he is appointed on her going into commission. This provision shall apply also to engineering work done in the workshop for such ship.

(e) Within one month after the date of coming into operation of this award each employer shall, if requested by the secretary or other salaried officer of the union, either supply him with a list of all those workers in his employ covered by this award or provide facilities for the secretary or other salaried officer to obtain this list. Thereafter, at intervals of not less than three months, each employer shall, if required by the secretary of the union, supply a list of employees engaged since the last list was supplied.

(NOTE—Attention is drawn to section 174 (3) of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

Under-rate Workers

17. (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 14 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

18. (a) This award shall apply to all workers who are employed in connection with the work specified in clauses 1 and 6 hereof: Provided such workers are not specially covered by another award.

(b) This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every 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

19. This award shall operate throughout the Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts, but it shall not operate to bind the metal-workers' assistants in the Wellington and Otago and Southland Industrial Districts.

Term of Award

20. This award shall come into force on the 4th day of April 1960 and shall continue in force until the 31st day of March 1962.

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 11th day of March 1960.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

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

A. TYNDALL, Judge.