

NEW ZEALAND PLUMBERS AND GASFITTERS—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 Plumbers, Gasfitters and Related Trades Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned association, unions, persons, firms and companies (hereinafter called “the employers”):

New Zealand Federation of Master Plumbers Industrial Association of Employers (C. E. Harris, Secretary), 25 Panama Street, Wellington.

NORTHERN INDUSTRIAL DISTRICT

Auckland City Council, Town Hall, Auckland.
 Auckland Education Board, Wellesley Street, Auckland.
 Auckland Farmers' Freezing Co. Ltd., Tooley Street, Auckland.
 Auckland Gas Co. Ltd., Wyndham Street, Auckland.
 Auckland Harbour Board, Quay Street, Auckland.
 Auckland Master Plumbers Industrial Union of Employers (H. Everett, Secretary), 2nd Floor, Dilworth Buildings, Customs Street, Auckland.
 Auckland Transport Board, Customs Street, Auckland.
 Auckland Gasfitting and Plumbing Co., 65 Asquith Avenue, Mount Albert, Auckland.
 Bright and Cosslett Ltd., Pukekohe.
 Brokenshire and Ross, Pollen Street, Thames.
 Carruthers Bros., King Street, Opotiki
 Clements, H. T., Builder, Great South Road, Otahuhu.
 Colonial Sugar Refining Co. Ltd., Chelsea, Auckland.
 Cook Hospital, Gisborne.
 Crone, C. G., 18 Muir Street, Gisborne.
 Dargaville Borough Council, Dargaville.
 Davies, N. C., Ltd., Normanby Road, Paeroa.
 Dobson, A., 2 Glasgow Street, Huntly.
 Dominion Breweries Ltd., Great South Road, Otahuhu.
 East Coast Plumbing Supplies, Box 10, Ruatoria.
 Gisborne Gas Co., Gisborne.
 Gisborne Refrigerating Co. Ltd., Gisborne.
 Hamilton City Council, Hamilton.
 Hamilton Plumbing Co., P.O. Box 84, Frankton Junction.
 Hartnoll, A. P., 59 Grange Road, Mount Eden, Auckland.
 Hellaby, R. W., Ltd., Otahuhu.
 Holmes, J. W., King Street, Te Kuiti.
 Horan, T. D., Maniapoto Street, Otorohanga.
 Hospital Board, Auckland.
 Kempthorne Prosser and Co. (N.Z.) Drug Co. Ltd., Westfield.
 Kennedy Bros. and Webb, Omagh Avenue, Papatotetoe.
 Lee Bros., Builders, Rotorua.
 Millers, Plumbers, Cameron Road, Tauranga.
 Morris, C. A., Kihikihi Road, Te Awamutu.
 Morrison, Downer, and Ferguson, Private Bag, Mercer.
 New Zealand Breweries Ltd., Khyber Pass Road, Auckland.
 New Zealand Forest Products Ltd., Penrose, Auckland.
 Northland Plumbers Ltd., Kaitia.
 Phillips, L., 12 Taranaki Road, Kohimarama.
 Rogers Bros., Rotorua.
 Soanes, A. J., Studholme Street, Morrinsville.
 Sorenson, E. S., Ltd., Builders, Coronation Road, Papatotetoe.
 Speedway Products Ltd., 51 Albert Street, Auckland.
 Speight, Pearce, Nichol, and Davey Ltd., Builders, Cambridge.
 Tauranga Hardware and Plumbing Co., Tauranga.
 Thompson, W., Taumarunui.
 Tokoroa Plumbing Co., Tokoroa.
 Vale and Co. Ltd., Heating Engineers, Union Buildings, Customs Street East, Auckland.
 Waikato Hospital Board, Hamilton.

Waikato Master Plumbers Industrial Union of Employers (H. Everett, Secretary), Box 1882, Auckland.

Waikato Plumbers Ltd., Hamilton.

Watson Plumbing Co. Ltd., Te Puke.

Whangarei Borough Council, Whangarei.

Winstone Ltd., Queen Street, Auckland.

TARANAKI INDUSTRIAL DISTRICT

Boon Bros., Cordelia Street, Stratford.

Coe, P. J., Ltd., 13 Nelson Street, Hawera.

Curd, P. J., Rata Street, Inglewood.

Hawera Gas Co., Hawera.

New Plymouth City Council, Liardet Street, New Plymouth.

New Zealand Fertiliser Co., Smart Road, New Plymouth.

New Plymouth Gas Co., Devon Street, New Plymouth.

Patea Freezing Co., Patea.

Pope, L. D., Lear Street, Stratford.

Smart Bros., Brougham Street, New Plymouth.

Taranaki Hospital Board, New Plymouth.

Taranaki Education Board, Leach Street, New Plymouth.

Taranaki Master Plumbers Industrial Union of Employers (G. Duff, Secretary), Box 20, New Plymouth.

WELLINGTON INDUSTRIAL DISTRICT

Arcus, L., and Co., Waring Taylor Street, Wellington.

Ashby Bros., Builders and Plumbers, Waipawa.

Astle, A., 63 Denbigh Street, Feilding.

Blight, A. G., Tawa Flat.

Borthwick, T., and Sons (Aust.) Ltd., Masterton.

Bridson, Hautapu Street, Taihape.

Burt, A. and T., 83-87 Courtenay Place, Wellington.

Carterton Borough Council, Carterton.

Co-operative Wholesale Co. Ltd., Langburn.

Corskie, H. J., 32 Calabar Road, Miramar, Wellington.

Dannevirke Borough Council, Dannevirke.

Feilding Borough Council, Feilding.

Fletcher Construction Co., Hutt Road, Kaiwharawhara.

Gear Meat Co. Ltd., Petone.

Hastings Borough Council, Hastings.

Hawkes Bay Education Board, Napier.

Hawkes Bay Meat Co., Karamu Road, Hastings.

Hawkes Bay Master Plumbers Industrial Union of Employers (A. V. Berry, Secretary), Hawkes Bay Farmers' Buildings, Hastings.

Heat and Air Control Ltd., 206 Thorndon Quay, Wellington.

Holmes, E. G., 509 Lascelles Street, Hastings.

Hutt Valley Electric Power and Gas Board, Queens Road, Lower Hutt.

Hutt Valley Master Plumbers Industrial Union of Employers (R. Kiddle, Secretary), Box 95, Lower Hutt.

Kemphorne Prosser and Co. (N.Z.) Drug Co. Ltd., Wanganui.

Manawatu Plumbing Co., 493 Main Street, Palmerston North.

Manawatu-Wairarapa Master Plumbers Industrial Union of Employers (S. I. McKenzie, Secretary), 14 Broadway, Palmerston North.

Marton Borough Council, Marton.

Napier City Council, Napier.

Napier Gas Co., Napier.

Nelsons (N.Z.) Ltd., Hastings.

New Zealand Brewery Co. Ltd., Tory Street, Wellington.

Palmerston North Hospital Board, Palmerston North.

Pickering Bros., Queen Street, Masterton.

Russell, T. P. O., Box 407, Wanganui.

Scholfield Plumbing Co. Ltd., 1 Thackeray Street, Napier.

Swifts (N.Z.) Ltd., Wairoa.

Union Steam Ship Co., Customhouse Quay, Wellington.

Vale and Co., Old School Road, Kaiwharawhara.

Waipawa Borough Council, Waipawa.

Waipukurau Hospital Board, Waipukurau.

Wanganui City Council, Wanganui.

Wanganui District Master Plumbers Industrial Union of Employers (E. K. Rabone, Secretary), Box 307, Wanganui.
 Wanganui Education Board, Wanganui.
 Wanganui Hospital Board, Wanganui.
 Wellington City Council, Wellington.
 Wellington Education Board, Wellington.
 Wellington Gas Co., Wellington.
 Wellington Harbour Board, Wellington.
 Wellington Hospital and Charitable Aid Board, Wellington.
 Wellington Master Plumbers Industrial Union of Employers (I. Mackersey, Secretary), 79-81 Manners Street, Wellington.
 Wellington Meat Export Co. Ltd., Ngahauranga.
 Wellington Patent Slip Co., Evans Bay, Kilbirnie, Wellington.
 Zip Heater Service (Wellington) Ltd., 45 Cuba Street, Wellington.

MARLBOROUGH INDUSTRIAL DISTRICT

Blythell and Co. Ltd., Contractors, Blenheim.
 Freeman, D. C., Ltd., Wynen Street, Blenheim.
 Gibson, Adam, and Son, Alfred Street, Blenheim.
 Gilchrist, K., Picton.
 Leslie and Doyle, Gorve Road, Blenheim.
 McKenzie, K., Wellington Street, Picton.
 Marlborough Hospital Board, Blenheim.
 Stretch, A., Charles Street, Blenheim.

NELSON INDUSTRIAL DISTRICT

Anderson, A. F., Builders, Murchison.
 Barton, A., Riwaka.
 Bennetts (Plumbers) Ltd., 10 Selwyn Place, Nelson.
 Carpenter, B., Willow Avenue, Stoke.
 Lusty, J., High Street, Motueka.
 Nelson City Council, Nelson.
 Nelson Freezing Co., Nelson.
 Nelson Hospital Board, Nelson.
 Nelson Master Plumbers Industrial Union of Employers (W. R. P. Jacques, Secretary), 242 Trafalgar Street, Nelson.
 Robertson, I. T., Brightwater.
 Spence, E., Takaka.
 Stoke Plumbing Co., Stoke.
 Tuffnell, A. R., Ltd., Richmond.

WESTLAND INDUSTRIAL DISTRICT

Bonifacio, F., The Strand, Reefton.
 Brew, L. R., 128 Palmerston Street, Westport.
 Buller Hospital Board, Westport.
 Greymouth Hospital Board, Greymouth.
 Greymouth Municipal Gas Co., Tainui Street, Greymouth.
 Jackson and McGirr Ltd., 8 Werita Street, Greymouth.
 Love Plumbing Service, Marsden Road, Greymouth.
 Luff, W. R., 175 Palmerston Street, Westport.
 Shannon, W. H., Ltd., Revell Street, Hokitika.
 Westport Corporation Gas Works, Palmerston Street, Westport.

CANTERBURY INDUSTRIAL DISTRICT

Allington, R. G., 22 Edward Street, Waimate.
 Borthwick, Thomas, and Sons Ltd., Box 247, Christchurch.
 Burt, A. and T., Ltd., 146-150 Tuam Street, Christchurch.
 Canterbury Education Board, Christchurch.
 Canterbury Frozen Meat and Dairy Produce Export Co. Ltd., 172 Cashel Street, Christchurch.
 Christchurch City Council, 194 Manchester Street, Christchurch.
 Christchurch Gas Co., Oxford Terrace and Worcester Street, Christchurch.
 Christchurch Master Plumbers Industrial Union of Employers (G. S. Gardner, Secretary), 225A Cashel Street, Christchurch.
 Combined Plumbers Ltd., 144 Tuam Street, Christchurch.

Cosgrove, Don, Ltd., 33 Stafford Street, Timaru.
 Hospital Board, Christchurch.
 Hospital Board, Timaru.
 Ideans, A. R., Nancy Avenue, St. Albans, Christchurch.
 Jamieson, A. J., Ltd., 66 Oxford Street, Christchurch.
 Lane, T. A., 119 Aitken Street, Ashburton.
 McLeod, C., 72 Estuary Road, New Brighton.
 Menzies Plumbers Ltd., 17 Woollcombe Street, Timaru.
 New Brighton Plumbing Service (G. Forward), 73 Seaview Road, Christchurch.
 New Zealand Refrigerating Co. Ltd., 159 Hereford Street, Christchurch.
 North Canterbury Sheep Farmers Co-op. Freezing Export and Agency, P.O. Box 29,
 Kaiapoi.
 Russell and Co. Ltd., Tancred and Burnett Streets, Ashburton.
 Taylor, W. C. G., and Sons (W. G. Taylor), 16 Oxford Street, Lyttelton.
 Timaru Gas Co., Timaru.
 Timaru Master Plumbers Industrial Union of Employers (P. Enting, Secretary),
 241A Stafford Street, Timaru.
 Vale and Co. Ltd., 141 Armagh Street, Christchurch.
 White and Taylor Ltd., 119A Kilmour Street, Christchurch.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICTS

Beer and Bailey, Plumbers, Riverton.
 Carruth, T. S., Builder, Oamakau.
 Cawthorn, C. F., Alexandra.
 Duncan, J. G., and Sons, Mersey Street, Gore.
 Dunedin City Corporation, Dunedin.
 Dunedin Plumbers Industrial Union of Employers (F. W. McCullough, Secretary),
 20 Crawford Street, Dunedin.
 Dunedin Plumbers Ltd., Filleul Street, Dunedin.
 Eunson, R. E., and Son, 171 Mary Street, Invercargill.
 Fletcher Construction Co. Ltd., Fryatt Street, Dunedin.
 Fletcher Construction Co., Invercargill.
 Insall, F. R., Plumber, Otautau.
 Invercargill City Council, Invercargill.
 Invercargill Plumbers Industrial Union of Employers (R. Parr, Secretary), National
 Bank Chambers, Invercargill.
 Jackson and McCallum, 91 Mitchell Street, Invercargill.
 Love Construction Co., Halsey Street, Dunedin.
 Milburn Lime and Cement Co., Burnside, Dunedin.
 New Zealand Refrigerating Co. Ltd., Burnside, Dunedin.
 Ocean Beach Freezing Co. Ltd., Tay Street, Invercargill.
 Otago Education Board, Box 473, Dunedin.
 Otago Harbour Board, Dunedin.
 Otago Hospital Board, Dunedin.
 Petrous Tile Co. Ltd., 381 Princes Street, Dunedin.
 St. Kilda Borough Council, St. Kilda, Dunedin.
 Southland Education Board, Tay Street, Invercargill.
 Southland Frozen Meat and Produce Export Co. Ltd., 12 Esk Street, Invercargill.
 Southland Hospital Board, Invercargill.
 Union Steamship Co. of N.Z. Ltd., Port Chalmers.
 United Trading and Manufacturing Co., Gorton Street, Gore.

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 affect as hereinafter provided and shall continue in force until the 5th day of April 1961 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 5th day of April 1960.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to the plumbing and/or gasfitting industry, which industry shall comprise and include plumbers' lead burning; ships' plumbing; all sanitary work; prefabrication of plumbing and/or gasfitting work; brazing and/or welding; hot and cold water fitting; the installing and/or repairing hot water and/or heating apparatus; the fixing and repairing of sterilisers connected with water or waste pipes; fixing and/or repairing of composition corrugated roofing; fixing and/or repairing of roofing (other than slates, tiles or bituminous roofing), spouting, downpipes, gutters, valleys, skylights, ventilators, and flashings in any metal, or in any material or composition; the fixing and repairing of vents or iron drainpipes to any house or building; the fixing and/or repairing of beer-pipes in any metal material, or composition. Gasfitting, which includes the fixing and repairing of gas-pipes, flue-pipes, installations, and fixing, repairing, and adjusting gas appliances, but excludes the minor repairs and adjustments to gas appliances normally carried out and when carried out by maintenance and complaints men in the gas manufacturing and distributing industry with over 12,000,000 cubic feet output, and the laying of gas mains in any street or public place; the laying of gas-service pipes from the main to the meter; the fixing of any gas meter. The foregoing definition shall not limit the ordinary meaning of plumbing and/or gasfitting. Materials and/or substitutes used in place of metal in plumbing work shall be defined as plumbing work. This definition shall not operate to prevent a carpenter from fixing corrugated composition or iron roofing or to prevent roof-tilers from fixing corrugated asbestos or to prevent an engineer from doing work in connection with the fitting of hot-water or heating apparatus which does not come under the provisions of the Plumbers Registration Act.

Hours of Work

2. (a) Except as hereinafter provided, the hours of work shall be 40 per week, to be worked between 8 a.m. and 5 p.m. each day from Monday to Friday, both days inclusive.

(b) One hour shall be allowed for dinner each day, but an employer may agree with his workers to allow not less than half an hour for dinner so that work shall cease between 4.30 p.m. and 5 p.m.

Wages

3. (a) The minimum rates of wages for plumbers and/or gasfitters shall be:

(i) For the first week of employment with any employer, 6s. 11½d. per hour.

(ii) After the completion of one week's employment with the same employer, £13 18s. 4d. per week.

(b) The worker who is responsible for carrying out the work and who gives instructions to the other workers shall be paid 2s. 6d. per day in addition to the above-mentioned wages. If a worker is placed in charge of four or more workers the foregoing rate shall be increased to 4s. per day.

(c) Tradesmen employed on ship-repair work on board ships shall be paid 2d. per hour above the rate prescribed in subclause (a) of this clause.

(d) Subject to the provisions of subclauses (b) and (c) of clause 7, no deduction in respect of time lost by any weekly worker shall be made from the wages payable to him except for time lost by reason of the default of the worker or by reason of his illness or of any accident suffered by him.

Requirements of Economic Stabilisation Regulations

4. 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.

Tool and Overall Allowance

5. An additional sum of 2d. per hour shall be paid to journeymen as tool, overall, and rubber shoe allowance.

Payment of Wages

6. (a) All wages shall be paid in cash weekly, not later than Thursday, within working-hours, either on the works or at the employer's workshop. Any waiting-time outside of working-hours shall be paid for at overtime rates. Not more than one day's pay shall be kept in hand by the employer.

(b) In the event of the pay-day being a holiday, wages shall be paid under the same conditions as set out in subclause (a) of this clause on the day preceding the holiday.

When a holiday falls on a Friday and the normal pay-day is Thursday, wages shall be paid not later than the Wednesday of that week.

(c) When a worker is discharged or leaves at any time other than the ordinary pay-time for the week, he shall be paid without delay all wages due to him at the time of dismissal or time of leaving as the case may be.

(d) Each worker when payment is made shall be supplied with a statement showing details of his wages and any special payments for the pay period, details of any deductions made from his earnings, and the net amount being paid to him.

Overtime

7. (a) All work done outside or in excess of the hours mentioned in clause 2 hereof shall count as overtime and shall be paid for at the rate of time and a half for the first three hours each day and double time thereafter. Work done on Saturdays between 7 a.m. and noon shall be paid for at the rate of time and a half for the first three hours and double time thereafter. Time worked on Saturday

after 12 noon shall be paid for at double time rates. All work done between the hours of 10 p.m. and 8 a.m. the next morning shall be paid for at double time rates: Providing that workers commencing work between the hours of 7 a.m. and 8 a.m. shall be paid at the rate of time and a half between such hours.

(b) Any worker having worked all day and night and working into the ordinary working-hours of the next day shall be paid double time rates for all such time worked on the second or succeeding days until a complete break of eight hours has been allowed.

(c) Any worker having worked all day and having continued to work till after midnight shall be given eight hours off or be paid double time rates for all time worked on the second or succeeding days. There shall be no deduction from the weekly wage in respect of any time given off under this subclause which may fall within the worker's ordinary working hours.

(d) Any time worked on Sunday shall be paid for at double time rates.

(e) When a worker works all night and continues working through the second and/or succeeding days he shall either be provided with substantial meals or paid an allowance of 5s. for each meal until he ceases working. Where a worker is required to obtain a meal after 11 p.m., or on a Saturday, Sunday or on a holiday, the employer shall pay 6d. surcharge additional.

(f) Any time worked in excess of four and a half hours without time being allowed for a meal shall be paid for at double time rates.

(g) Any worker required to work on Saturday afternoon or Sunday or on any holiday shall be paid not less than two hours' pay at overtime rates.

(h) 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 3 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.

(i) No worker shall be required to work beyond 6 p.m. on the night of the annual, quarterly, or special meeting of the branch or sub-branch of the union of workers except when working in the country or upon urgent special work.

Holidays

8. (a) All workers covered by this award who have been employed at any time during the fortnight ending on the day on which the holiday occurs shall be entitled to the following holidays at ordinary rates of pay, unless the holiday falls on a day other than an ordinary working-day: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, and Anniversary Day or a day in lieu thereof.

(b) Should any of the holidays (other than Anzac Day) mentioned in subclause (a) of this clause fall on a Saturday or a Sunday, such holiday shall be observed on the next working-day.

(c) Time worked on any Sunday or on any of the holidays mentioned in subclause (a) of this clause shall be paid for at the rate of double time in addition to any payment to which a worker may be entitled under subclause (a) of this clause.

(d) The provisions of the Annual Holidays Act 1944, shall apply to all workers covered by this award.

(e) Where a worker becomes entitled to the annual holiday and the holiday is not taken at the end of the year, workers shall give or receive at least two weeks' notice before leave has to be taken.

(f) Holiday pay shall be paid to employees prior to commencing their holiday period.

Suburban Work

9. (a) Suburban work shall mean work (other than country work) performed beyond $1\frac{1}{2}$ miles from the employer's place of business and irrespective of where the engagement takes place: Provided that if an employer has no place of business other than any separate job or contract being carried on by him, the $1\frac{1}{2}$ miles shall be measured from the chief or principal post-office in the city or town or borough in or nearest to which the worker employed by him resides.

(b) Workers employed on suburban work shall either proceed to and from such work or they shall be conveyed to and from such work at the expense of the employer, as the employer shall in each case determine. Time reasonably occupied by the workers in travelling, or time occupied in conveying the workers to and from such work beyond the $1\frac{1}{2}$ miles or beyond the worker's home, which ever is the less, shall be allowed and paid for by the employer at ordinary rates. No worker residing less than $1\frac{1}{2}$ miles from the place where the work is to be performed shall be entitled to the allowance mentioned in this clause.

(c) For the purposes of this clause, all distances shall be measured by the nearest convenient mode of access for foot-passengers.

(d) If any worker is required to use the ferry for the purpose of going to or returning from any place outside his employer's shop where the work is to be done, his fare shall be paid for by the employer.

(e) Plumbers in the employ of the Wellington Harbour Board who are required to perform work outside the Lambton Harbour - i.e., taking a line drawn from the end of the concrete breastwork at Kaiwharawhara on the north and the Te Aro Baths on the south as the extreme boundaries - shall be considered to be engaged on suburban work, and workers employed on work outside such limits shall be conveyed at the expense of the Wellington Harbour Board. The present practice of the Wellington Harbour Board to pay ordinary rates for time occupied outside ordinary working-hours in travelling outside the $1\frac{1}{2}$ miles' limit shall be continued.

(f) The Wellington Patent Slip Co. shall be exempt from the provisions of this clause, and in lieu thereof shall be subject to the following provisions:

- (i) All workers engaged by the Wellington Patent Slip Co. at Evans Bay shall receive a travelling-allowance of 1s. for every day or part of a day upon which they are employed by the company, irrespective of the exact location at which the work is performed. The allowance, however, shall not be payable when the work is performed at Miramar and the Jubilee Dock.
- (ii) Workers who are required to work at Miramar, Wellington, shall be paid 1s. 6d. each way to cover travelling-time and fares or in lieu thereof the employer may provide free conveyance.
- (iii) Workers who are required to work at the Jubilee Dock, Wellington, or the repair wharf adjacent thereto, shall be paid 1s. 6d. each way to cover travelling-time and fares, or in lieu thereof the employer may provide free conveyance.

(g) Where an employer elects to convey workers, he shall provide clean weather-proof transport with properly secured seating accommodation.

(h) Any worker who drives a conveyance conveying workers outside of the ordinary working hours to and from a job which comes within the definition of suburban work shall be paid at overtime rates prescribed in subclause (a) of clause 7, Overtime.

Travelling-time Between Port Chalmers and Dunedin

10. (a) When workers are engaged at Port Chalmers and sent to work at Dunedin, or are engaged at Dunedin and sent to Port Chalmers, their fares shall be paid, also time occupied in travelling at the ordinary rate of pay.

(b) When workers are engaged at Port Chalmers and sent to work at Dunedin, or engaged at Dunedin and sent to Port Chalmers, the sum of 5s. per meal shall be allowed during the time they are employed, but when notice is given on the previous day, workers shall provide their own lunch. Other meals, if the workers are detained to work overtime, shall be paid for by the employer.

Where a worker is required to obtain a meal after 11 p.m., or on a Saturday, Sunday or on a holiday, the employer shall pay 6d. surcharge additional.

Country Work

11. (a) "Country work" means work done by a worker in such a locality as to necessitate his sleeping elsewhere than at his genuine place of residence in New Zealand.

(b) The provisions herein contained relative to country work shall apply whether or not the worker, prior to his accepting such country work, is already in the service of the employer and whether the worker is engaged at the place where the work is to be done or elsewhere, and irrespective of the situation of the employer's usual place of business.

(c) The employer shall convey the worker free of charge or pay his fare to and from country work, but, subject to subclause (h), once only during the continuance of the work. If, however, the worker is withdrawn from such work by the employer, or if he returns therefrom requiring medical attention in consequence of accident or sickness arising out of and in the course of the employment, and is in either case again required on the work, the employer shall again convey him or pay his fare to and from such work. When a worker is required to travel by coastal steamer, first-saloon fares shall be provided; when travelling by train, first-class fares shall be provided if the work is over 150 miles from the shop of the employer.

(d) Time occupied in travelling shall be paid for at the ordinary rates, but no worker shall be paid more than an ordinary day's wage for any day occupied in travelling, although the hours occupied may exceed eight, unless he is on the same day occupied in working for his employer: Provided that any worker who is called upon to travel for more than four hours on Saturday or Sunday in journeying to a job shall be paid for eight hours, and in returning from a job on Saturday or Sunday shall be paid for the time actually travelling, with a maximum of eight hours.

(e) The employer shall refund to the worker reasonable expenses for meals incurred while travelling to and from country work.

(f) The employer shall either provide the worker while on country work with suitable board and lodging or, in lieu thereof, pay him for each day of the week the sum of 15s. 6d.: Provided that where a worker is employed upon country work for less than six consecutive days, the employer shall provide such board and lodging and may not elect to make such payment in lieu thereof. Suitable board and lodging shall include the providing of mattresses and stretchers.

The details as to what shall constitute suitable board and lodging on each job shall be mutually arranged between the employer and the local branch of the union, and in the event of a dispute or difference the question shall be referred to a disputes committee under clause 27 of this award.

(g) Where suitable board and lodging is not provided by the employer on or reasonably near to the site where country work is to be performed, workers shall either proceed to and from such work or shall be conveyed to and from such work at the expense of the employer, as the employer shall determine. Time reasonably occupied by the workers in travelling or time occupied in conveying the workers to and from such work shall be allowed and paid for by the employer.

(h) When the work is situated less than 50 miles from the worker's genuine place of residence, the worker shall be paid his return fare to and from his genuine place of residence once every two weeks during the continuance of the work.

When the work is situated over 50 miles from the worker's genuine place of residence, the payment shall be made once in each two months.

As an alternative the employer may supply the worker with transport in which case the payment of fares will not be made.

(i) Notwithstanding anything contained herein, and subject to the provisions of clause 8 hereof, an employer may agree in writing with any worker that in respect of any specified country work the hours of work shall be other than those herein-before prescribed: Provided, however, that all time worked outside or in excess of such prescribed hours shall be considered overtime and shall be paid for at the rate of time and a third.

Notice of Leaving or Dismissal

12. In the case of hourly workers two hours' notice of termination of employment shall be given by either party, and in the case of weekly workers one week's notice of the termination of employment shall be given by either party. All moneys due at such time shall be paid without delay.

Bicycles, Motor-cycles, or Motor-cars

13. (a) Any worker using his own bicycle on the employer's business shall be paid 4s. per week in addition to his ordinary wages, or in lieu thereof, by mutual arrangement in writing between the employer and the worker, may be paid 2d. per mile or portion of a mile.

(b) If a worker is required by an employer to use his own motor-cycle, or motor-cycle and side-car, or motor-car, on the business of the employer, he shall be paid such allowance therefor as may mutually be agreed upon: Provided that in the event of it being impossible to reach agreement, the parties may refer the matter to a disputes committee.

(c) No worker shall carry on a bicycle tools or materials in excess of 42 lb in weight.

Tools and Sanitary Conveniences

14. (a) Employers shall provide workers with soldering bolts, pipe-fitting tools, metal-pots, springs, hacksaw blades, mandrels, and files. Journeymen shall find all other tools required for their work, including pipe-fitting tongs up to 1 in. pipes. All tools shall be returned in good condition, reasonable wear and tear excepted, or they shall be paid for by the workers. Lamps shall be kept in good repair by the employer.

(b) Where work is done elsewhere than at the place of business of the employer, he shall provide, when necessary, upon the premises where the work is to be done, a properly secured place for the tools of the employer and the worker.

(c) When a worker is called upon to perform work in connection with new buildings, proper sanitary conveniences shall be provided by the employer, unless the use of other existing sanitary accommodation is made available to the worker by arrangement between the building contractor and the employer.

(d) The employer shall compensate the worker to the full extent of any damage to or loss of the tools of the worker caused by fire on the job: Provided that the tools have been stored in the properly secured place provided by the employer under subclause (b) of this clause.

(e) Where adequate first-aid facilities are not available and where two or more workers are employed on a job for one week or more, a first-aid kit containing sufficient materials to permit attention to minor injuries shall be provided.

(f) In all plumbing workshops, washing facilities supplied with hot and cold water shall be provided.

Carrying Materials

15. Workers carrying materials or a kit of tools to and from the employer's shop or place of work outside the hours specified in clause 2 hereof shall be paid at the overtime rates prescribed in clause 7 hereof.

Dirty Work and General Conditions

16. (a) Workers employed outside the shop repairing hot water services at boiler, or between boiler and cylinder where top plate or coving or range has to be removed, removing coal-fuel ranges, renewing or repairing registered sheets, cleaning septic tanks, clearing drains or soil-pipes, or working under floors of buildings not in course of erection where such floors are less than 2 ft 3 in. from the ground, shall be paid 2s. 6d. per day extra.

(b) *Ships*—(i) Workers employed on ship-repair work on board ship shall be paid 2s. 4d. per day extra. On all ships carrying crude oil in bulk, workers working on tanks or in tank holds or in places where the workers are necessarily in contact with crude oil shall be paid half time rates in addition to the rates of wages.

(ii) If the hatch on the deck immediately above where a worker is working is closed then 7d. per hour extra shall be paid. A hatch shall not be deemed to be closed if one section is removed or if the hatch is open by approximately 4 ft.

(iii) Plumbers required to work in chain lockers which have not been cleaned out by other workers shall be paid 3½d. per hour extra.

(c) (i) Any worker working amongst artificial manures or employed where recent fumigation has occurred or in freezing chambers or cool storage where the temperature is 40 degrees or less or employed on a building destroyed or damaged by fire or being demolished and where the air is impregnated with dust, or any worker working with pumice or charcoal in connection with insulation work in any confined or unventilated space or where the air is impregnated with the dust of these materials shall be paid 4d. per hour extra while so employed.

(ii) Any worker working with silicate of cotton or loose fibre glass or similar material in connection with insulation work shall be paid 1s. 4d. per hour extra while so employed.

(iii) Workers employed at manure works including chemical manure works shall receive 2s. 4d. per day extra when employed in repairing or renewing pipes forming portion of manure plants.

(d) Any worker required to work in any compartment or confined space where the heat exceeds 110 degrees Fahrenheit shall be paid his ordinary time rates in addition to the rates otherwise payable to him. No worker shall be compelled to work in any place where the temperature has been raised above 140 degrees.

(e) Workers employed on repairs to brine pipes where they are liable to become wet with brine shall be supplied with waterproof aprons and overshoes or clogs or gumboots, or in lieu thereof shall be paid an allowance of 7d. per hour.

(f) Any worker working on a bosun's chair and/or swinging stage shall be paid 2s. 6d. per day extra while so employed.

(g) *Height-money*—Any worker working on a ladder of 35 ft or over, or employed on work on towers, steeples, or chimney stacks, shall be paid the following extra rates:

For heights exceeding 35 ft and up to and including 70 ft, 2½d. per hour extra.

For heights exceeding 70 ft and up to and including 105 ft, 4¼d. per hour extra.

For heights exceeding 105 ft and up to and including 140 ft, 7½d. per hour extra.

For heights exceeding 140 ft and up to and including 170 ft, 10d. per hour extra.

No employer shall require any worker to work on a ladder over 20 ft in height except where the ladder is securely fixed or tied, unless the ladder is footed by another worker.

Any worker required to work on a roof without a parapet that has a pitch of 45 degrees or more shall be paid 3½d. per hour extra.

(h) *Depth-money*—When workers are required to work in shafts, sumps, or trenches over 6 ft in depth they shall be paid the following extra payments for the actual time during which they are so employed:

Over 6 ft and up to and inclusive of 12 ft, 2½d. per hour extra.

Over 12 ft and up to and inclusive of 20 ft, 3¾d. per hour extra.

Over 20 ft: The last-mentioned rate, plus 1½d. per hour additional for every 7 ft over 20 ft.

(i) Where a worker is working in water or mud, the employer shall supply gumboots for the use of the worker and shall pay him 2½d. per hour extra. Where gumboots have already been worn by another person, they shall be disinfected or sterilised before being issued to a worker.

(j) When a worker is called upon to work on a punt or raft, the free-board of which is 9 in. or less, he shall be paid 3d. per hour extra.

(k) (i) Workers employed on oxy-acetylene, coal-gas, or electric welding (except on spot- or butt-welding machines) for less than four hours in a day shall be paid 1s. 5¼d. per day extra; for more than four hours in a day 2s. 3½d. per day extra.

(ii) Where electric welding is being carried out adequate screening from flash shall be provided.

(iii) Workers working in confined spaces while welding and burning operations are being carried out shall be paid at half ordinary rates extra above the ordinary or overtime rates as the case may be. While this extra rate is payable the extra rates provided for by subclauses (a) and (b) (i) of this clause first rate, and paragraph (i) of this subclause shall not be payable.

(iv) While a worker is employed at lead burning involving the use of gas appliances he shall be paid 6d. per hour or part of an hour extra.

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

(m) Except where otherwise provided in this subclause and in subclause (n) of this clause, no worker shall be entitled to receive payment under more than one of the foregoing provisions of this clause at the one time, but if there are two

provisions which are applicable to the conditions under which a worker is employed he shall be paid the higher rate of the two: Provided, however, that the rates referred to in each of the following groups, if applicable, shall be paid cumulatively:

- (i) Rates prescribed in clauses 16 (a), 16 (f), 16 (g) and 16 (k) (i).
- (ii) First rate prescribed in clause 16 (b) (i), and rates prescribed in clauses 16 (b) (ii), 16 (b) (iii), 16 (f), 16 (g), and 16 (k) (i).
- (iii) Rates prescribed in clauses 16 (c) (i), 16 (f), 16 (g), and 16 (k) (i).
- (iv) Rates prescribed in clauses 16 (c) (ii), 16 (f), 16 (g), and 16 (k) (i).
- (v) Rates prescribed in clauses 16 (c) (iii), 16 (f), 16 (g), and 15 (k) (i).

(n) Workers employed on salvage work or called upon to perform work of an unusually dirty or offensive nature or for dirty work not provided for, or where workers are called upon to work under an unusual combination of conditions for each of which a rate is provided for non-cumulatively in this clause, shall be paid such extra rate per hour as may be agreed upon between the employer and the union or local branch of the union. Failing agreement the rate shall be settled by a disputes committee constituted in accordance with the provisions of clause 27 of this award.

(o) A morning and afternoon break of 10 minutes shall be allowed without deduction of pay to all workers.

(p) For the purposes 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 subclauses (a), (b), (c), (f), and (k) (i) of this clause. Any time worked in excess of eight hours on work coming within the scope of subclauses (a), (b), (c), (f), and (k) (i) of this clause shall entitle the worker to an additional payment in proportion to the ratio of the amount of overtime worked to eight hours.

(q) The employer shall provide workers required to work outside in wet weather with suitable and adequate waterproof clothing.

(r) For the purposes of this clause "confined space or compartment" 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.

(s) Subject to clause 4 hereof where in this clause reference is made to special payments on a time as distinct from a monetary basis, such extra payment shall be calculated on the rate actually paid to the worker on 11 October 1959 provided that no worker shall receive less than the appropriate proportion of 5s. 7½d. per hour.

Meal Allowance

17. (a) In the case of workers who cannot reasonably journey to and from their homes for meals being called upon to work after 5.30 p.m. on Monday, Tuesday, Wednesday, Thursday, or Friday, or after 1 p.m. on Saturdays, Sundays, or holidays, the employer shall provide them with a substantial meal or, at the employer's option, pay each such worker 5s. meal-money. Where a worker is required to obtain a meal after 11 p.m., or on a Saturday, Sunday, or on a holiday, the employer shall pay 6d. surcharge additional.

(b) When working overtime under conditions where a worker cannot obtain a meal without incurring extra travelling-expense, the employer shall reimburse such extra expense.

(c) No worker shall be employed on overtime for more than four and a half hours without an interval for a meal.

Right of Entry

18. Every employer bound by this award shall permit the secretary or other authorised officer of the union of workers 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.

Piecework or Subletting

19. (a) All piecework shall be prohibited.

(b) It shall be a breach of this award for any employer to enter into any contract or sublet any work coming within the scope of this award on a "labour only" basis, and any worker contracting or taking work on a "labour only" basis shall be guilty of a breach of this award.

Exemptions

20. (a) The following special provisions shall apply to all city, borough, and town councils:

"Plumbing work" as defined in this award shall not be deemed to include the following: (i) the laying of water-mains in any public place; (ii) the laying of water-service pipes from the main to the building-line of an allotment; (iii) the fixing of any water-meter.

(b) This award shall not apply to any plumber who is on the articles of any ship or who is standing by such ship at sea-going wages during repair or overhaul.

(c) Provided the usual custom of holiday payment prevails, the Wellington City Council shall have the right to substitute the holidays under its own "resolutions" for the holidays set out in clause 8 of this award: Provided, further, that the total number of holidays granted shall be not less than the number prescribed in this award.

(d) The Wellington Harbour Board and the Auckland Harbour Board shall have the right to make payment of wages and keep the time of its workers in accordance with the board's usual practice and to substitute the holidays observed under the New Zealand Harbour Board's Employees Award for the provisions herein contained in the holiday clause: Provided that the total number of holidays granted shall be not less than the number prescribed in this award.

(e) The Wanganui Education Board, the Education Board of the District of Otago, and the Southland Education Board shall have the right to make payment of wages in accordance with their customary practice.

Workers to be Members of Union

21. (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 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 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.

(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.)

Notification of Workers

22. Upon written application by the secretary of the workers' union in the district the employer shall supply, by mail within 21 days, the names and category of all workers in his employ who are engaged on work coming within the scope of this award, but the employer shall not be under any obligation to supply such information more often than once in every three months. ("Category" means journeymen, registered and unregistered, and apprentices.)

Wages and Time Book

23. Every employer bound by this award shall at all times keep a wages and time book in which shall be correctly recorded the following details in the case of each worker employed under the award:

- (i) The name of the worker.
- (ii) His age, if under 21 years of age.
- (iii) The kind of work on which he is usually employed.
- (iv) The hours of his employment during each day, and the days of his employment during each week.
- (v) His starting and finishing times.
- (vi) The wages paid to him each week.

Shop Steward or Job Representative

24. Where three or more plumbers are employed an employer shall give recognition to any shop steward or job representative duly elected and holding his position in accordance with the rules of the union. The shop steward or job representative shall produce when requested to do so by the employer, notification of his appointment.

On Call Work - Hospital Workers

25. Any worker employed by a hospital board who is required to carry out "on call" duties on a permanent roster basis shall be paid the sum of £1 1s. per week in respect of each week in which he is rostered for such duties, such payment to be additional to the rates prescribed in clause 3 of this award with the proviso that every complete period of "on call" duty shall be seven consecutive days, and that if the period of "on call" duty is less than seven consecutive days, then payment for such "on call" duty shall be made at the rate of 3s. for each 24 hour period or part thereof of "on call" duty, such amount of 3s. to be over and above the usual remuneration for the time worked in such 24 hour periods.

Under-rate Workers

26. (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.

Disputes

27. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and two duly appointed representatives of the union, and in default of any agreement being reached, then such dispute shall be referred to a committee comprising two representatives of the employers and two duly appointed representatives of the union, with the Conciliation Commissioner for the district as chairman or, if the Commissioner is unable to so act, a chairman appointed by him. Failing the committee coming to a decision, the decision of the chairman shall be the decision of the committee. Either party, if dissatisfied with the decision of the committee, may appeal to the Court upon giving written notice to the other party within 14 days after such decision shall have been communicated to the party desiring to appeal. Pending a decision, work shall proceed in the normal manner.

Application of Award

28. 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

29. This award shall operate throughout the Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.

Term of Award

30. 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 25th day of March 1960, 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 5th day of April 1961.

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 5th day of April 1960.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.