

NEW ZEALAND (EXCEPT MARLBOROUGH) TINSMITHS AND SHEET-METAL
WORKERS—AWARD

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

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, 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 persons, firms and companies (hereinafter called "the employers"):

NORTHERN INDUSTRIAL DISTRICT

Advance Tinsmiths, MacKellar Street, Auckland.
Auckland Gas Co. Ltd., Beaumont Street, Auckland.
Barclay, A., Ltd., Ophir Street, Auckland.
Cooper, H. J., and Sons Ltd., Teed Street, Auckland.
Dann and Sutton Ltd., Warspite Street, Auckland.
Edwards, W. J., Ltd., 35 Mt. Eden Road, Auckland.
Fraser, A. B., Dunbar Road, Auckland.
Hardleys Ltd., Broadway, Newmarket, Auckland.
Harvey, Alex, and Sons Ltd., Private Bag, Panmure.
Metal Services, 124 Park Road, Auckland.
Modern Sheetmetal Works Ltd., 120 Park Road, Auckland.
Parker, Samuel, Ltd., Alpha Road, Parnell, Auckland.
Roskill Sheet-metal Works Ltd., 921 Dominion Road, Auckland.
Volkner Bros. Ltd., 84 Greys Avenue, Auckland.
Wilson, David, Ltd., Vine Street, Whangarei.

TARANAKI INDUSTRIAL DISTRICT

Boon Bros. Ltd., New Plymouth.
National Dairy Association, Hawera.
Ridging and Spouting Co. Ltd., St. Aubyn Street, New Plymouth.

WELLINGTON INDUSTRIAL DISTRICT

Ballinger Bros., 40 Waring Taylor Street, Wellington.
Burt, A. and T., Ltd., 83 Courtenay Place, Wellington.
Jenkins and Mack, 94-100 Featherston Street, Wellington.
McKay, G. R., Ltd., P.O. Box 7, Porirua, Wellington.

NELSON INDUSTRIAL DISTRICT

Bennets Estate, Selwyn Place, Nelson.
Dyce, J. P., 100 Wakefield Quay, Port Nelson.
Plumbing and Electrical Co. Ltd., 93 Bridge Street, Nelson.
Stewart, T., and Sons, Hardy Street, Nelson.
Tuffnell, A. R., Richmond.

WESTLAND INDUSTRIAL DISTRICT

N.Z. Cement and Pipe Co., Gladstone, Greymouth District, Westland.

CANTERBURY INDUSTRIAL DISTRICT

Andersons Ltd., Woolston Post Office, Woolston.
Booth MacDonald and Co. Ltd., 14 Carlyle Street, Christchurch.
Burt, A. and T., Ltd., Tuam Street, Christchurch.
Christchurch Gas Coal and Coke Co., Worcester Street, Christchurch.
Mercer, James, and Sons Ltd., Moorhouse Avenue, Christchurch.
Niven, J. J., and Co. Ltd., 558 Colombo Street, Christchurch.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Burt, A. and T., Ltd., Stuart Street, Dunedin and Invercargill.
Methvens Ltd., Coppersmiths, Andersons Bay Road, Dunedin.
Radiation (N.Z.) Ltd., Jutland Street, Dunedin.
Shacklock, H. E., Ltd., Princes Street, Dunedin.
South Island Dairy Association, Esk Street, Invercargill.
Union Steam Ship Co. of N.Z. Ltd., Port Chalmers.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the abovementioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the Schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the Schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided and shall continue in force until the 6th day of November 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 6th day of May 1960.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Definition of Work

1. The work covered by this award shall include the working by hand or machine of all sheet metal not heavier than No. 8 Birmingham wire gauge, the working of brass and copper tubes, and shall include the welding, spinning, soldering, paint-spraying, porcelain enamel spraying, annealing, dipping, brushing, pickling, stencilling, press work, and assembling of any of the metals that are worked by sheet-metal workers and art-metal work on sheet metal not heavier than No. 8 Birmingham wire gauge.

Hours of Work

2. (a) Eight hours shall constitute a day's work to be worked on five days of the week Monday to Friday, both days inclusive, 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 and not less than half an hour.

(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; and provided, further, that the said period of four and a half hours may be extended to not more than five hours where the employer allows a rest interval of not less than 10 minutes in every working period of not more than three hours.

Shifts

3. (a) This clause shall have no application to a worker required to work shifts outside of the hours prescribed in clause 2 on less than five consecutive working-days.

(b) Shifts may be worked as required by the employer. The ordinary hours of work of a shift-worker shall not exceed five consecutive eight-hour shifts, to be worked between the hours of midnight Sunday-Monday and 7 a.m. Saturday.

(c) The commencing-hour for day shifts shall not be earlier than 7 a.m., instead of the commencing-hour of 7.30 a.m. mentioned in clause 2, or such other hour as may be agreed upon by the employer and the local union secretary.

(d) Where three shifts per day are worked, a worker required to rotate his shift duties shall be paid 2s. 10½d. per shift in addition to ordinary rates.

A worker employed only on afternoon or night shift shall, while so employed, be paid 3s. 6d. per shift in addition to ordinary rates.

An afternoon shift means any shift commencing after 12 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.

(e) In the case of shift-workers, overtime shall only be payable after eight hours, 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 made between the employees themselves.

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

Wages

4. (a) Journeymen sheet-metal workers, and art-metal workers, spinners, head grease-tinners, head copper-tinners, head galvanisers, head paint-sprayers, head porcelain-enamel sprayers, head man of department in which guillotine machine or a machine for manufacturing spouting, ridging, and downpipes or for curving iron or for soldering downpipes, ridging, or flashing or soldering releasers, is used, men employed soldering milk or cream cans, releasers, teat-cups, and dairy utensils, die setters, machine setters, and inspectors shall be paid a minimum rate of 6s. 10¾d. per hour.

“Inspector” means a worker whose duties consist of checking work performed by tradesmen.

(b) Workers, other than those covered by subclause (a) of this clause, employed as galvanisers, grease- or copper-tinners shall be paid a minimum rate of 6s. 0¾d. per hour.

(c) Enamelling furnacemen shall be paid a minimum rate of 6s. 0½d. per hour.

(d) Hoop-tinners, hicycle grinders, and power-hammer operators shall be paid a minimum rate of 5s. 11½d. per hour.

(e) Power-press operators who set up their own work shall be paid a minimum rate of 5s. 11¼d. per hour, and power-press operators who do not set up their own work shall be paid a minimum rate of 5s. 10d. per hour.

(f) Refrigerator and gas and electric stove assemblers shall be paid a minimum rate of 6s. 0¾d. per hour.

(g) Picklers, assistant tinners, and porcelain-enamel sprayers, other than those covered by subclause (a) of this clause, and adult male workers on repetition manufacturing work after six months with the same employer, shall be paid a minimum rate of 5s. 10d. per hour.

(h) Paint-sprayers employed on first-class finishes such as on refrigerators, washing machines, domestic clothes-drying machines and electric and gas ranges shall be paid a minimum rate of 6s. 10 $\frac{3}{4}$ d. per hour, but trainees with no previous experience shall be paid for the first three months a minimum wage of 6s. 0 $\frac{3}{4}$ d. per hour.

Workers rubbing down such work shall be paid a minimum wage of 5s. 10d. per hour.

Sprayers employed on other classes of spraying work shall be paid a minimum wage of 5s. 10d. per hour.

(i) "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.

"Welder, third-class" means an adult worker using an electric spot, butt, or similar welding machine.

| The minimum rate payable to welders shall be as follows: | | | | Per Hour | |
|--|-------|-------|-------|----------|------------------|
| | | | | s. | d. |
| First-class welder | ..... | ..... | ..... | 6 | 10 $\frac{3}{4}$ |
| Second-class welder | ..... | ..... | ..... | 6 | 0 |
| Third-class welder— | | | | | |
| On sheet metal 20 gauge or heavier | ..... | ..... | ..... | 5 | 10 |
| On sheet metal lighter than 20 gauge | ..... | ..... | ..... | 5 | 8 $\frac{1}{4}$ |

(j) All other adult workers shall be paid a minimum rate of 5s. 8 $\frac{1}{4}$ d. per hour.

(k) Any worker when employed at repair work on board ship shall be paid 3 $\frac{1}{2}$ d. per hour with a minimum of 2s. 4d. per day extra as dirt-money.

(l) Workers employed cleaning or repairing oil stoves on ships shall be paid 1 $\frac{1}{4}$ d. per hour extra.

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

(n) Any worker required to work in any compartment or confined space where the heat exceeds 110° F 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.

(o) 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:

| | | | | Per Hour | |
|-----------------------------|-------|-------|-------|----------|---------------|
| | | | | d. | |
| Over 20 ft and up to 50 ft | ..... | ..... | ..... | 2 | $\frac{1}{4}$ |
| Over 50 ft and up to 75 ft | ..... | ..... | ..... | 3 | $\frac{1}{2}$ |
| Over 75 ft and up to 140 ft | ..... | ..... | ..... | 4 | $\frac{1}{2}$ |
| Over 140 ft | ..... | ..... | ..... | 5 | $\frac{3}{4}$ |

All scaffolding shall be the responsibility of the employer.

(p) All wages shall be paid immediately following the dismissal of a worker, and when a worker leaves of his own accord he shall be paid as soon as practicable thereafter.

(q) Wages shall be paid weekly not later than Thursday and during working-hours: Provided that when a holiday falls on a Friday, wages shall be paid a day earlier.

(r) Each worker shall be supplied with an itemised statement showing details of his earnings for each pay period and any deductons therefrom.

Wages of Boys and Youths

5. (a) Boys and youths may be employed at other than skilled work on machines for guillotining, rolling, pressing, punching, shearing, bending, folding, or riveting or art-metal work or lathe work other than engineering work, or on spot, butt or seam welding or assisting on machines for manufacturing spouting, ridging, and downpipes or for curving iron, or at soldering downpipes, lead-edged ridging and flashing, or assisting tinner. Boys and youths may be employed on such additional light work as the local secretary or authorised agent of the union and the employer may agree. Should the union secretary or representative and the employer fail to agree, or should there be any dispute arising out of the foregoing classification of youths' work, then such dispute shall be dealt with by the disputes committee as provided in clause 13 hereof.

(b) Boys and youths employed on work set out in subclause (a) of this clause shall be paid not less than the following weekly rates:

| 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 17 .. | 68/4 | 76/8 | 86/8 | 99/2 | 113/4 | 126/8 | 138/4 | 156/8 | 162/6 | 175/10 |
| 17 to 18 .. | 76/8 | 90/10 | 102/6 | 116/8 | 129/2 | 147/6 | 156/8 | 175/10 | .. | .. |
| 18 to 19 .. | 91/8 | 105/- | 120/- | 146/8 | 156/8 | 175/10 | .. | .. | .. | .. |
| 19 to 20 .. | 120/- | 138/4 | 156/8 | 175/10 | .. | .. | .. | .. | .. | .. |
| 20 to 21 .. | 138/4 | 175/10 | .. | .. | .. | .. | .. | .. | .. | .. |

And thereafter, or on attaining the age of 21 years, not less than the appropriate adult rate according to the class of work he is called upon to perform.

(c) Except by agreement between the employer and the union, no youth under 18 years of age shall be required to operate a power-driven guillotine.

(d) An employer shall be entitled to make a rateable deduction from the weekly wages above prescribed for any time lost by a worker through his own default or sickness or through accident.

Female Workers

6. (a) Female workers may be employed upon the following work or operations in connection with light manufacturing: viewing and examining, light drilling, light riveting, tapping or screwing, light milling, light lathe-work, light press-work, soldering, polishing of plastic moulding, assembling, light guillotining, rolling, punching, spot-welding, shearing, bending, folding, painting, spraying, dipping, mottling, brushing, stencilling and packing.

(b) Female workers shall be paid not less than the following minimum weekly rates of wages:

| Age Commencing | First Six Months | Second Six Months | Third Six Months | Fourth Six Months | Fifth Six Months | Sixth Six Months | Seventh Six Months |
|----------------|------------------|-------------------|------------------|-------------------|------------------|------------------|--------------------|
| Under 17 | 68/4 | 76/8 | 86/8 | 99/2 | 113/4 | 126/8 | 147/6 |
| 17 to 18 | 76/8 | 90/10 | 102/6 | 116/8 | 129/2 | 147/6 | .. |
| 18 to 19 | 91/8 | 105/- | 120/- | 130/10 | 147/6 | .. | .. |
| 19 to 20 | 120/- | 138/4 | 143/- | 147/6 | .. | .. | .. |
| 20 to 21 | 138/4 | 147/6 | .. | .. | .. | .. | .. |

And thereafter, or on attaining the age of 21 years, not less than £8 10s. per week.

(c) Female workers shall not be employed on night shifts.

(d) Wages shall be paid weekly, but (subject to the provisions of the Factories Act relating to deductions from wages) only time worked shall be paid for.

(e) The employer shall provide overalls and/or caps where the employer and the local secretary of the union agree that they are necessary, work seats where it is practicable to use them, heating, lighting and other facilities in accordance with the Factories Act.

(f) This clause shall not operate so as to reduce the existing rate of wages of any female worker employed at the coming into force of this award so long as she continues in the same position of employment.

Requirements of Economic Stabilisation Regulations

7. 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.

Overtime

8. (a) All work done on any day in excess or outside of the hours mentioned in clause 2 hereof shall count as overtime and shall be paid for as follows: time and a half for the first three hours and thereafter double time. Overtime shall be computed on a daily basis.

Any worker (other than a shift-worker) who is called back after 10 p.m. or before 6 a.m. or after 12 noon on Saturday shall be paid double rates.

(b) Any worker having worked all day and night shall not be required to continue working without his consent. If he does continue working he shall be paid double time rate for all time worked on the second day until an eight-hour break is allowed. Where by virtue of the compulsory eight-hour break he loses ordinary time on the second day such time shall be paid for at ordinary rates with a maximum of four hours' pay without work.

(c) Supper and crib time, when working overtime, shall be paid for.

(d) No worker shall, unless by agreement between the worker and the employer, be permitted to work on Friday night or any union meeting night except on urgent or breakdown work.

(e) No worker shall be called upon to work at night unless another person is present.

(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 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.

(g) 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-hour may be reduced to half an hour by mutual agreement.

(h) The employer shall supply 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 worker can reasonably get home for a meal and return to work in the time allowed for the meal, in which case the meal allowance need not be paid.

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

(j) When a worker is called back after having completed his day's work and has left the place of employment or on a Saturday or is called out to work overtime before his usual time of commencing work and does not continue working until such time he shall be paid for a minimum of two hours.

(k) When working protracted overtime, either a suitable meal shall be provided, or meal money paid every four and a half hours that overtime continues, provided workers are required to continue working after the meal interval; and provided, further, that the period of four and a half hours may be varied by agreement. In such cases reasonable meal intervals shall be paid for.

Holidays

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

(b) When a holiday mentioned in subclause (a) of this clause, other than Anzac Day, falls on a Saturday or Sunday, such holiday shall be observed on the following working day or days.

(c) A worker employed at any time during the fortnight ending on the day of any holidays mentioned in subclause (a) shall be entitled to payment for the holiday, an amount equal to one tenth of his wages for an ordinary working day multiplied by the number of ordinary working days upon which he was employed during the fortnight by that employer.

Where on any working day during the aforementioned fortnight a worker has not otherwise been in employment in which he is entitled to payment for the holiday, the employer who last employed him in a factory during that fortnight shall be liable to pay him in respect of each day on which he was not otherwise employed as aforesaid, an amount equal to one tenth of his wages for an ordinary day.

For the purpose of this subclause a certificate in writing by any person that he has not for any period during the said fortnight been employed on an ordinary working day in any employment for which he is entitled to payment for any of the holidays mentioned in subclause (a) shall be *prima facie* evidence of the fact. No worker shall be entitled to receive payment for more than the equivalent of one day's wages for any such holiday.

(d) Time worked on 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 the worker is entitled under the preceding subclause.

(e) Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944.

Tools

10. The employer shall, with the exception of rules, supply all tools required. Such tools shall remain the property of the employer and shall not be taken off the premises. After once being so supplied the worker shall be responsible for and shall maintain such a kit of tools. In the event of the worker leaving, all of the said tools shall be returned by him to the employer, or they shall be replaced at the expense of the worker unless it can be shown that any of such tools have been broken in the carrying out of his work, fair wear and tear excepted. A tool locker and key shall be provided by the employer.

Outside Work

11. (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.

(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 for eight hours in the day. In the case of suburban work travelling-time shall be payable from the time of ceasing work until the worker returns to his usual place of employment.

(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 2 hereof.

(e) When a worker is required to travel by coastal steamer, first-class saloon fares shall be provided; when travelling by train, first-class fares shall be provided where available.

(f) Workers required to travel by boat or train shall have meals provided by the employer in all cases where meals are not included in the fare.

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

(h) When the work is situated less than 50 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 three weeks during the continuance of the work, and if over 50 miles, once every three months, but in such cases travelling-time shall not be paid for.

Travelling-time between Port Chalmers and Dunedin

12. (a) When workers are engaged at Port Chalmers and sent to work at Dunedin, or *vice versa*, their return fares shall be paid, also time occupied in travelling at ordinary rates.

(b) When employers fail on the previous day to notify men referred to in sub-clause (a) that they are required to proceed to work at Dunedin or at Port Chalmers, as the case may be, the sum of 5s. per meal shall be allowed during the time they are employed, but when notice is given on the previous day journeymen shall provide for their lunch. Other meals if the men are detained to work overtime shall be paid for by the employer.

(c) Workers engaged at Dunedin or Port Chalmers to be employed at other ports shall be conveyed by their employer to and from such work free of charge, but once only during the continuance of such work. Time occupied in travelling during ordinary working hours or on Sundays between 8 a.m. and 5 p.m. shall be paid at ordinary rates.

Disputes

13. If any dispute shall arise between the parties to this award upon any matters arising out of or in connection with this award and not specifically dealt with therein, it shall be referred to a committee composed of three representatives of the union and three representatives of the employers, who shall appoint an independent

chairman. The decision of a majority of the committee shall be binding, except that any party adversely affected thereby shall have the right, within 14 days after the decision is given, to appeal against the decision to the Court, which may amend the decision in any way as, after hearing the parties, it may consider necessary or desirable.

Sanitary Conveniences, etc.

14. (a) Employers shall provide sufficient and suitable sanitary conveniences and also adequate and suitable accommodation in accordance with section 63 of the Factories Act 1946, for clothing not worn during working-hours.

(b) A sufficient supply of boiling water shall be available at meal times at every shop or factory for all workers coming within the scope of this award.

(c) Adequate ventilation shall be provided in all works.

(d) Hot water shall be supplied for washing purposes.

(e) 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.

Accidents

15. (a) A modern first-aid emergency case, fully equipped, shall be kept in a convenient and accessible place in every works and shall be open to inspection by a union official once a month; also provision shall be made for a supply of hot water at short notice. Where practicable the rendering of first aid shall be carried out by a person qualified in such work.

(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) Where a worker is injured in the course of his employment and is obliged to attend hospital or a doctor for treatment during working-hours, such worker shall be paid by the employer for time so lost on the day of the accident but not for more than two hours.

General

16. (a) Rubber boots and suitable insoles (where required) shall be provided for picklers.

(b) Once each year each pickler and each man working with deoxodine or similar cleanser shall be provided with one rubber or leather apron.

(c) Spinners shall be supplied with leather gauntlets.

(d) Each worker shall be paid an overall allowance of 2s. 6d. per week in every week in which he is employed for three days or more, or alternatively the employer may supply two suits of overalls per annum in advance in which case the allowance prescribed shall not be payable.

(e) A rest period of 10 minutes, without deduction of wages, shall be allowed each morning and afternoon and after each two consecutive hours of overtime when workers are required to work for more than three consecutive hours' overtime.

(f) *Dirt-money*—Any worker sent to work in a freezing works or in a chemical manure works, shall be paid, in addition to the rates prescribed herein, 5½d. per hour in the case of freezing works, and 3½d. per hour in the case of chemical manure works, whilst so employed.

Workers employed on the following work shall be paid 2s. 3½d. per day extra: installation and repair of air conditioning and dust extraction plant where such work is done between ceilings and rafters of buildings or between earth and floors, provided that this allowance shall not be payable where such work is done on new building work; repairs done on restaurant duct work, and such other work as may be mutually agreed upon.

(g) Where workers are employed handling silicate of cotton, glass wool, or slag wool when such materials are in loose form, the employer shall provide any necessary gloves, gauntlets, masks or special protective clothing, and shall provide adequate ventilation where necessary and practicable, but where a worker is required to handle such material on heating and/or ventilation installations, the employer shall pay him an allowance of 3d. per hour.

Access to Workshops

17. The president or any authorised salaried representative of the local union of workers concerned shall, with the consent of the employer (which consent shall not be unreasonably withheld) be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business. The employer shall give recognition to any worker who is appointed shop steward in the establishment in which he is employed.

Workers to be Members of Union

18. (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.

Any employer who is requested in writing by the secretary of the union so to do shall, within one month after receipt of such request, supply to the union a list of all workers coming within the scope of this award then in his employ; but such request shall not be made to any employer at intervals shorter than six months.

(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

19. (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.

Exemptions

20. This award shall not apply to workers covered by the Northern, Wellington and Canterbury Metal Trade Workers (in Motor Assembly Works) Award.

Application of Award

21. 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

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

Term of Award

23. 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 8th day of February 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 6th day of November 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 6th day of May 1960.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The matters settled by the Court related to the definition of work (clause 1), classifications (clause 4 (a), (b), (e), (f)), wages (clause 4 (c) and (e)), payment of wages on termination of employment (clause 4 (p)), wage statement (clause 4 (r)), claim for five minutes washing and changing time, employment of females (clause 6), overtime (clause 8 (a), (b), (d), and (j)), claim for an additional week's leave on completion of 10 years' service with same employer, outside work (clause 11 (b), (c) and (e)), claim for extra payment for work in confined spaces, and operative date of wage provisions.

The employers submitted a counter proposal to include a wage scale for female workers employed in this industry on light manufacturing, and brought strong evidence in support of the request. The Court has inserted such a provision with certain safeguards. The rates of wages determined for female workers in this particular industry are not to be regarded necessarily as a precedent.

A. TYNDALL, Judge.

NEW ZEALAND (EXCEPT MARLBOROUGH) TINSMITHS AND SHEETMETAL
WORKERS—AMENDMENT OF AWARD

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, 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 the New Zealand (except Marlborough) Tinsmiths and Sheetmetal Workers Award, dated the 6th day of May 1960, and recorded in 60 Book of Awards 651.

Friday, the 27th day of May 1960.

IN pursuance and exercise of the powers conferred on it by section 162 (1) (a) of the Industrial Conciliation and Arbitration Act 1954, and for the purpose of remedying a defect in the New Zealand (except Marlborough) Tinsmiths and Sheetmetal Workers Award, dated the 6th day of May 1960, the Court doth order that the said award shall be and it is hereby amended by deleting subclause (m) of clause 4 (Wages) and substituting therefor the following subclause:

“(m) *Welding Allowance*—Workers employed on acetylene or electric welding and brazing, except on spot, butt, or seam welding machines, for more than one and a half hours and up to 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. Workers so employed in excess of eight hours per day shall be paid 3½d. per hour extra for each additional hour worked. Suitable screens shall be supplied for electric welding machines. Workers employed on oxy-acetylene or electric welding and cutting shall be provided with goggles or helmets and gauntlets or gloves.”

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

Although clause 4 (m) of the award was incorporated therein in accordance with the provision shown as agreed upon in the memorandum of partial settlement, the Conciliation Commissioner and the assessors who were authorised to sign the document have indicated to the Court that the provision does not correctly express the intentions of the assessors. The Court accepts their declaration and at the request of the representatives of the parties has amended the clause to correct the defect.

A. TYNDALL, Judge.