

NEW ZEALAND MOULDERS—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 undermentioned union (hereinafter called “the employers”):

New Zealand Engineering and Related Industries Industrial Union of Employers,
8-12 The Terrace, Wellington.

and the:

New Zealand Federated Moulders Industrial Association of Workers, 16 Bellona Street, St. Kilda, Dunedin;

New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers, 123 Abel Smith Street, Wellington
(hereinafter called “the union”).

THE COURT of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the terms of settlement arrived at in the 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 as hereinafter provided and shall continue in force until the 20th day of November 1966 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 20th day of May 1965.

[L.S.]

A. P. BLAIR, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to all workers employed in the making or manufacturing of all classes of ferrous and non-ferrous castings.

General Definitions

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

“First-class moulders” shall include jobbing moulders, jobbing core makers, and plate moulders as hereinafter defined:

“Jobbing moulder” means a moulder engaged on floor moulding, loam moulding, strickle moulding, or moulding from loose patterns, and/or finishing off bath moulds made by machine process;

“Jobbing core maker” means an adult worker engaged in making cores for moulds by the use of loam or strickle boards, or by loose boxes, other than boxes used for repetition production of cores requiring little or no skill to produce;

“Plate moulder” means an adult employee engaged in moulding on the plate system other than on machines.

“Machine moulder” means an adult employee engaged in moulding by machines where the pattern is a fixture to the plate.

“Production core maker” means an adult worker making cores with loose boxes requiring little or no skill to produce.

“Machine core maker” means an adult employee making cores by machines where the core box is a fixture to or part of such machine.

“Sunday” means the time between midnight Saturday and midnight Sunday.

“Day” means the period from midnight to midnight.

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 mealtime may be reduced to half an hour by mutual agreement. In the case of Metters (N.Z.) Ltd., Petone, relief men may work four and three-quarter hours without an interval for a meal.

Shifts

4. (a) Notwithstanding anything elsewhere contained in this award shifts may be worked as required by the employer. In factories or workshops where a worker is required to work not more than three consecutive days on shift work outside the hours prescribed in clause 3 of this award he shall be paid at overtime rates as provided in clause 5 of this award. If he is required to work more than three consecutive afternoon or night shifts he shall be paid an allowance of 5s. in respect of each such shift.

(b) The commencing hour for day shifts shall be not earlier than 7 a.m., instead of the commencing hour of 7.30 a.m. mentioned in subclause (a) of clause 3 of this award, or such other hour as may be agreed upon by the employer and the local union secretary. An afternoon shift means any shift finishing at or before midnight, and a night shift means any shift finishing subsequent to midnight and at or before 8 a.m.

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

The hours and method of working shifts in porcelain enamelling may be continued as at present or varied by agreement with the union.

(c) Except as provided in subclause (a) of this clause, in the case of overtime on shift work, overtime shall only be payable after eight hours' work, and shall then be paid for at the rate of time and a half for the first three hours and double time thereafter: Provided that overtime rates shall not be payable where the overtime arises from arrangements between employees themselves.

Overtime

5. (a) All work done in excess or outside of the hours mentioned in clause 3 of this award shall count as overtime and shall be paid for at the rate of time and a half for the first three hours in any one day and double time thereafter. Any worker (other than a shift worker) who is called back after 10 p.m. or after 12 noon on Saturday shall be paid double rates.

(b) 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.

(c) Any worker having worked all day and night and being required to continue working on into the next day shall be paid double rates for all such time worked on the second day.

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

(e) 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 upon to resume work until a period of eight hours has elapsed unless double rates are paid for all time worked following such resumption of work.

(f) Any worker required to commence work after the cessation of public wheeled traffic or before the ordinary time of starting such traffic, and any worker who may work continuously until after the cessation of public wheeled traffic and cease work before the ordinary time of starting such traffic, shall be paid for time occupied in travelling to or from his home, computed on 3 miles per hour, with a maximum of two hours, 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 the worker travelling to or from his work.

(g) No worker shall work overtime on Friday nights except on urgent or break-down work. As far as possible, overtime shall not be worked on the night of the union's regular monthly meeting.

(h) The employer shall allow meal money at the rate of 5s. 7d. per meal when the workers are called upon to work overtime later than one hour after the usual time of ceasing work.

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

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

Holidays

6. (a) The following shall be the recognised holidays which, subject to subclause (c) of this clause, shall be paid for at ordinary rates: New Year's Day, 2 January or a day in lieu thereof, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, Christmas Day, Boxing Day, and Anniversary Day or a day to be substituted therefor. Where a shift overlaps into a holiday

prescribed by this subclause, the work of the shift may be completed and paid for at ordinary rates, provided that the next succeeding shift shall be allowed as the worker's holiday.

(b) Subject to section 28 of the Factories Act, the employer shall pay one-tenth of the day's ordinary wages to each worker in respect of each ordinary day worked by him for that employer during the fortnight ending on the day of any holiday observed in accordance with subclause (a) of this clause.

(c) In the event of a holiday, other than Anzac Day, falling on a Saturday or a Sunday, such holiday shall be observed on the succeeding Monday, and in the event of another holiday falling on such Monday, such other holiday shall be observed on the succeeding Tuesday. In the event of two successive holidays falling on a Saturday and the Sunday immediately following, the said holidays shall be observed on the succeeding Monday and Tuesday.

(d) For work done on any of the above holidays or on Sundays or on the day after New Year's Day, double time shall be paid.

(e) As far as possible, notice of closing down for Christmas holidays shall be posted in a conspicuous place for at least three months before the holidays.

Annual Holidays

7. (a) The provisions of the Annual Holidays Act 1944 and its amendments shall apply to all workers employed under this award: Provided, however, that upon completion of 10 years' continuous service with the same employer each worker shall for the tenth and subsequent years be allowed an annual holiday of three weeks instead of the two weeks allowed under the Annual Holidays Act. The third week's holiday may be allowed either in conjunction with or separately from the first two weeks as the employer may decide.

(b) Where it is customary for any employer to allow annual holidays to his workers or to any class of his workers during a period in each year when his premises are closed or the work of those workers is for any reason discontinued, and at the date of the commencement of any such period any such worker has not become entitled to an annual holiday, then that worker shall not be entitled to any wages for two weeks following that date, but the employer shall before that date pay to him, in addition to all other amounts due to him at that date including amounts to which he is entitled in respect of any special holidays, an amount equal to one twenty-fifth of his ordinary pay for the period of his employment up to that date, and for the purposes of the Annual Holidays Act the next year of his employment shall be deemed to commence on that date.

(c) In lieu of two weeks' annual holiday, shift workers regularly and continuously employed on afternoon or night shift or on three rotating shifts shall be allowed three weeks' annual holiday upon the completion of each year's service. The third week's holiday may be allowed either in conjunction with or separately from the first two weeks as the employer may decide. Any worker who is regularly and continuously employed for over six months but less than 12 months on afternoon or night shift or on three rotating shifts shall be allowed a corresponding proportion of the third week's holiday.

Wages

8. (a) The minimum rate of wages shall be as follows:

A jobbing moulder or jobbing core maker who has served an apprenticeship as such and has worked subsequently as a journeyman in that branch of the trade for a continuous period of three years or who holds the trade certificate in		Per Hour	
moulding	.....	s.	d.
.....	.....	8	4½
First-class moulder	.....	8	2½

Die caster, meaning an adult worker who has served a five years' apprenticeship to the die casting trade and who has knowledge and experience of pressure and gravity die casting including preparation, coating, and setting of dies, melting of low and high temperature metal alloys, furnace maintenance and repairs, also sand moulding and core making	.....	.....	.....	.....	Per Hour
					s. d.
Plate moulder	.....	.....	.....	.....	8 2½
Machine moulder:					
First six months	.....	.....	.....	.....	7 0
Second six months	.....	.....	.....	.....	7 3
Thereafter	.....	.....	.....	.....	7 6
Production core maker	.....	.....	.....	.....	6 11½
Machine core maker	.....	.....	.....	.....	6 10¼

(b) Moulders while engaged in moulding for or casting steel shall be paid 1½d. per hour extra.

(c) Workers engaged in knocking out moulding boxes shall be paid 1½d. per hour extra whilst so employed.

Tool Allowance

9. A first-class moulder as defined in clause 2 of this award, who is required to find his own tools, shall be paid a tool allowance of 1s. 3d. per week for each week in which he is employed for three full days or more.

Female Workers

10. Female workers may be employed under the conditions laid down for male workers, subject to the following special conditions:

- (a) A rest period of 10 minutes shall be allowed and paid for during every morning and afternoon.
- (b) Female workers shall not be employed on night shift.
- (c) Female workers may be employed upon core making.
- (d) Female workers shall be paid not less than the following minimum weekly rates of wages:

	£	s.	d.
Under 17 years of age	.....	.....	..... 4 10 0
17 to 18 years of age	.....	.....	..... 5 0 10
18 to 19 years of age	.....	.....	..... 5 11 8
19 to 20 years of age	.....	.....	..... 6 2 6
20 to 21 years of age	.....	.....	..... 6 13 4
And thereafter	£9 18s. 4d. per week.		

(e) 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.

(f) The employer shall provide the following for female workers:

- (i) Overalls and/or caps where the employer and the local secretary of the union agree that they are necessary.
- (ii) Work seats where it is possible to use them.
- (iii) Reasonable facilities for supplying warmth in cold weather.
- (iv) Lockers, or such alternative accommodation as may be agreed upon between the employer and the local secretary of the union.
- (v) Boiling water at mealtimes and warm water for washing.

Boys and Youths

11. (a) Boys and youths under 21 years of age may be employed on machine core making.

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

	£	s.	d.
Under 17 years of age	5	11	8
17 to 18 years of age	6	7	6
18 to 19 years of age	7	9	2
19 to 20 years of age	8	15	10
20 to 21 years of age	10	8	4

And thereafter, not less than the appropriate adult rate according to the class of work he is called upon to perform.

(c) No deduction shall be made from the weekly wages prescribed in subclause (b) of this clause except for time lost through the worker's default, sickness, or accident.

(d) Boys or youths shall not be employed at shot blasting except where the worker is protected by the work being done in an enclosed cabinet.

Piecework and Premium Bonus

12. Work may be done by piecework or on the premium-bonus system, but in either case at such rates as shall secure to a competent worker at least 10 per cent more than the minimum rate provided in this award: Provided that if any workers employed under any system of payment by results are dissatisfied with the rate fixed by the employer they may refer the dispute to a committee as provided in clause 24 of this award. On the introduction of any system of payment by results after the coming into operation of this award, the employer shall give written notice to the secretary of the union within seven days.

Payment of Wages

13. (a) All wages shall be paid weekly not later than Thursday and, where practicable, within working hours, provided that where a holiday falls on Friday, wages shall be paid not later than Wednesday in that week.

(b) All wages shall be paid immediately on dismissal of a worker, and without undue delay when a worker leaves of his own accord.

(c) Each worker shall receive a statement showing details of each wage payment.

Termination of Employment

14. In the case of weekly workers one week's notice of termination of employment shall be given by either party, and in the case of hourly workers one hour's notice of termination of employment shall be given by either party; but nothing contained in this clause shall prevent an employer from summarily dismissing a worker for misconduct.

General Conditions

15. (a) It shall be the duty of the employer to provide an individual locker for each employee or suitable separate facilities for each employee to hang his clothes. Good ventilation, proper and sufficient sanitary arrangements, and hot and cold showers shall be provided. A dining room of adequate size for the number of workers employed shall be provided; and a supply of boiling water shall be available at meal times.

(b) An employer shall provide reasonable facilities for supplying warmth for men working in the workshops in cold weather.

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

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

(e) Where portable electric lights, electric drills, and other portable electrical equipment are in use, every care shall be taken to see that they are properly insulated. Workers shall immediately report to the foreman any defect in such equipment.

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

(g) The continuous use of hand torches or other lamps that emit injurious smoke or gases is prohibited.

(h) All skylights shall be wired glass or protected by wire netting underneath.

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

(j) *Machinery, ladles, etc.*—Machinery, cranes, ladles, crane chains, wire ropes, and chain slings shall be examined once every six months, and all ladles of 10 cwt and over shall be fitted with safety worm-gear. When ladles are being dried after daubing, smoke or fumes shall not be permitted to enter the shop. Where core ovens are situated in the foundry, suitable flues shall be provided to carry off the fumes in an efficient manner.

(k) Brass furnaces other than tilting furnaces shall be level with the floor. A proper flue or canopy shall be provided in all cases to carry off the fumes. Suitable overhead equipment shall be provided for lifting large crucibles (over No. 60) from the pit furnaces.

(l) *Dressing castings, etc.*—When no special accommodation is provided, all castings shall be cleaned and dressed outside the moulding shop, and all casting rumpers shall be placed outside the moulding shop. Any moulding boxes requiring chipping shall not be done in the moulding shop. Pneumatic chisels shall not be used in the moulding shop.

(m) Moulders who are engaged at casting brass, or any other workers coming within the scope of this award who are working in such close proximity to brass casting operations that they are subject to the fumes produced thereby, shall be supplied by the employer with one pint of milk each morning and/or afternoon: Provided that this shall not apply where the disputes committee agrees that the conditions in any shop are such that it is not required.

(n) A 10-minute rest interval shall be allowed morning and afternoon to all workers.

(o) The employer shall provide and the worker shall wear protective goggles or spectacles while casting.

(p) Suitable leggings shall be provided for steel moulders.

(q) Accommodation for bicycles shall be provided if required.

(r) Reasonable arrangements shall be made for the drying of clothing.

(s) Workers shall be allowed five minutes at the end of the working day for washing and cleaning themselves.

(t) Suitable gloves or mitts shall be available for workers when handling hot moulding boxes and core plates.

(u) Workers directed by the employer to take charge of other workers subject to this award shall be paid the following rates in addition to the ordinary rates of pay prescribed elsewhere in this award:

In charge of two or three workers 3s. 9d. per day;

In charge of four or more workers 4s. 3d. per day.

(v) Soap and clean towels or other suitable means of drying or cleaning shall be provided in accordance with the provisions of section 62 of the Factories Act 1946. Workers shall be provided on request with an individual woven towel once each week for showering purposes.

(w) Failure to use suitable safety equipment and protective clothing where supplied shall constitute serious misconduct and render a worker liable to summary dismissal.

Industrial Clothing and Footwear

16. All male workers coming within the scope of this award shall be supplied with boots and overalls, but the employer shall not be obliged to supply more than two pairs of each article to each worker per annum. Alternatively it shall be a sufficient compliance with this provision if an employer pays such worker a boot and overall allowance of 4s. 6d. in any week in which he works three days or more.

Smoking

17. Except at jobs where smoking is prohibited because it is unsafe, time at which smoking shall be permitted in the workshop shall be mutually arranged between the employers and the workers in each case.

Accidents

18. (a) A modern first aid emergency case, fully equipped, shall be kept in a convenient and accessible place in every works, also provision made for a supply of hot water at short notice.

(b) Facilities shall be provided for rendering first aid in the case of accident to workers while working outside the employer's place of business.

(c) The St. John Ambulance first aid compressed kit shall be the first aid case to be kept as required in subclause (a) of this clause, and shall be open to inspection once a month by a union official.

Access to Workshops

19. The secretary or other authorised officer 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 workers 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.

Engineering Students

20. Any student of any recognised university engineering college in the Dominion who engages himself to any employer party to this award for the purpose of obtaining practical experience to supplement his theoretical training during the vacation period shall be exempt from the provisions of this award: Provided that this shall not entitle an employer to dismiss a worker in order to make room for a student.

Unqualified Preference

21. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he remains in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

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

Notification

22. 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.

Under-rate Workers

23. (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 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 Committee

24. Should any dispute or difference arise in connection with any matter not provided for in this award, it shall be settled between the particular employer concerned and two representatives of the local branch of the union. If no settlement is arrived at, then such dispute shall be referred to a disputes committee consisting of two representatives of the employers and two representatives of the union for their decision. If such committee is unable to decide the matter it may refer the matter to the Court of Arbitration, or either party may appeal to the Court of Arbitration from the decision of such committee upon giving to the other party 14 days' notice in writing of intention so to appeal.

Application of Award

25. (a) This award shall apply to all workers who are employed in connection with the work specified in clause 1 of this award, provided such workers are not specifically 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

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

Term of Award

27. 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 first day of the pay week in each establishment commencing on or after the 10th day of May 1965, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 20th day of November 1966.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 20th day of May 1965.

[L.S.]

A. P. BLAIR, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Council of Conciliation.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 21 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. P. BLAIR, Judge.