

## OTAGO AND SOUTHLAND METAL WORKERS' ASSISTANTS—AWARD

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Otago Metal Workers' Assistants Industrial Union of Workers (hereinafter called "the union") and the undermentioned firms and companies (hereinafter called "the employers"):

Burt, A. and T., Ltd., Main North Road, Dunedin.

Dunedin Engineering and Steel Co. Ltd., Willis Street, Dunedin.

Gillies, G. T., Ltd., Oamaru.

Methven and Co. Ltd., Andersons Bay Road, Dunedin.

North Otago Engineering Co. Ltd., Oamaru.

Port Chalmers Ship Repair Co. Ltd. (U.S.S. Co.), Port Chalmers.

Radiation (N.Z.) Ltd., Jutland Street, Dunedin.

Reid and Gray Ltd, Burnside.

Scott, J. and A. P., Ltd., Leith Street, Dunedin.

Shacklocks Ltd., Princes Street, Dunedin.

Willetts Implements Ltd., Yarrow Street, Invercargill.

Wilson Bros., Leet Street, Invercargill.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned 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 30th day of September 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 8th day of June 1965.

[L.S.]

A. P. BLAIR, Judge.

## SCHEDULE

*Industry to Which Award Applies*

1. (a) This award shall apply to all workers (other than tradesmen) employed in the engineering, iron and brass founding, boilermaking (including iron and steel ship and bridge building and structural steel work and aluminium and alloy structural work) industries and in the manufacture, installation, repair, or maintenance of boilers, machinery, stoves, ranges, metal sashes, metal lifts, metal window frames, metal grills, farm implements, metal furniture, taps, nails, staples, metal pipes, cutlery, refrigerators, and in any other factory, works or industry in which the following classes of labour are employed; furnacemen, enamellers; sand or shot blasters; wire workers; welders; metal sprayers; strikers; steam and air hammer attendants; machinists; drillers' machinists; grinders; fitters; crane drivers; riggers; holders-up; operators of hydraulic pneumatic power or hand press on cold work; metal spinners; japanners; paint sprayers; polishers; planers; shapers; slotters and borers; screwers; shearers; rivet heaters; assistants at galvanising, sheradising, or parkerising; workers employed at punching or drawing; assistants to engineers, boilermakers, moulders, tinsmiths, or sheetmetal workers; assemblers of metallic or part metallic articles; yardmen; and other workers employed in connection with the said industries.

(b) Nothing in this award shall apply to workers employed in industries subject to the awards covering canister making, coach and motor body building, cycle making and repairing, motor mechanics or garage attendants.

*Definitions*

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

"Porcelain enamelling" includes all occupations concerned with the porcelain enamelling of metallic articles.

"Continuous process" means a process in which work is carried on, except for breakdowns, with successive shifts of men throughout the days and nights for at least five days of the week.

"Shift work" in the case of an afternoon shift means any shift finishing after 6 p.m. and at or before midnight, and in the case of a night shift means any shift finishing subsequent to midnight and at or before 8 a.m.

"Sunday" means the time between midnight Saturday and midnight Sunday.

"Day" means the period from midnight to midnight.

"Process worker" means a worker engaged:

(i) On repetition work on any automatic, semi-automatic, or single-purpose machine or any machine fitted with jigs, gauges, or other tools rendering operations mechanical (and in connection with which they are not responsible for the setting up of the machines, nor for the dimensions of the products other than by checking with gauges, which shall be either unadjustable or, if adjustable, shall not be set by the operators); or

(ii) In connection with the assembling of parts or mechanical appliances or metallic or part-metallic articles so made in which no fitting or adjustment requiring skill is required; or

(iii) In specialised processes using electric spot, butt, or similar welding machines; and

(iv) Shall include specialised processes in the manufacture of (a) steel furnishings, shelving, and stamping in sheetmetal  $\frac{1}{8}$  in. thickness or less; or (b) heel and toe plates; or (c) nails and staples; or (d) taps and copper pipe fittings.

*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 five 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.

*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 5s. 6d. per shift in addition to ordinary rates while employed on such shifts.

(b) In the case of shift workers 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 between the employer and the local union secretary.

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

(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 the employees themselves.

When the relief does not come on duty at the proper time the worker not relieved shall work for an additional four hours at time and a half rates. If he is not then relieved, he shall be paid double time for all time worked after such four hours. If he is relieved at the end of four hours, the worker who relieves him shall be paid time and a half rates until the commencement of the next shift.

Where not less than four hours' notice has been given to the employer by the employee that he will be absent from work and the employee whom he should relieve is not relieved, such latter employee shall be paid at ordinary overtime rates for all time worked after he has finished his ordinary shift.

*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.

(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 of overtime is broken, except for meal intervals, after at least four hours' overtime has been worked, no workers 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) The employer shall allow meal money at the rate of 5s. 6d. 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, unless such workers can reasonably get home for a meal and return to their work within the interval determined under subclause (b) of clause 3 of this award, in which case the meal allowance need not be paid.

If overtime is continued into the following day, meal allowance at the same rate shall be paid to the workers for all meals required during the continuance of such overtime.

In any factory where the employer has established a cafeteria and is in the position to provide a suitable hot meal to workers, he may provide such a meal, in which case meal allowance need not be paid. A suitable hot meal shall include freshly cooked meat, fresh vegetables, and potatoes, with bread and butter and tea or coffee.

(g) Supper and crib time when working overtime shall be paid for, but must not exceed one half-hour after every four and a half hours' work.

#### *Travelling Time*

6. Any worker required to commence work after the cessation of public wheeled traffic or before the ordinary time of starting such traffic, and any worker who may work continuously until after the cessation of public wheeled traffic and cease work before the ordinary time of starting such traffic, shall be paid for time occupied in travelling to or from his home, computed on three miles per hour, at ordinary rates of pay.

If a conveyance is provided for the worker by his employer he shall not be entitled to payment for travelling time.

For the purpose of this award "public wheeled traffic" shall mean trams, buses, trains, or boat ordinarily used by workers in travelling to or from their work.

#### *Holidays*

7. (a) The following holidays shall be recognised and paid for, viz, New Year's Day, the day following New Year's Day, Anniversary Day or a day in lieu thereof, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day.

(b) Should any of the above-mentioned days, except Anzac Day, fall on a Saturday or on a Sunday, the holiday shall be observed on the next working day or days.

(c) For work done on any of the above-mentioned days, double rates shall be paid in addition to the ordinary day's wages.

(d) For work performed up to 12 noon on Saturdays, not less than time and a half rates shall be paid. For work performed after 12 noon on Saturdays and for work performed on Sundays, double time rates shall be paid.

(e) (i) The provisions of the Annual Holidays Act 1944 shall apply to workers covered by the provisions of this award.

(ii) In the case of shift workers regularly required to work on shifts that fall outside of the hours between 6 a.m. and 6 p.m. the annual holiday period shall be three weeks: Provided, however, that this provision shall have no application to shift workers who regularly work shifts of less than six hours' duration.

(iii) On completion of 10 years' continuous service with the same employer, each worker (other than shift workers provided for in paragraph (ii) hereof) 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.

(iv) The third week's annual holiday provided for in paragraphs (ii) and (iii) hereof may be allowed either in conjunction with or separately from the first two weeks as the employer may decide.

### *Wages*

8. The following shall be the minimum rates of wages to be paid to the following classes of adult male workers:

	Per Hour
	s. d.
Basic steel furnacemen—	
For the first six months .. .. .	7 5
After six months' service with the same employer .. .. .	7 6 $\frac{1}{4}$
Workers employed at sand blasting in connection with porcelain enamelling .. .. .	7 6
Workers employed at sand blasting other than in connection with porcelain enamelling .. .. .	7 5 $\frac{1}{4}$
Metal sprayers .. .. .	7 4 $\frac{1}{4}$
Cupola furnacemen .. .. .	7 2 $\frac{1}{4}$
Shot blasters .. .. .	7 2
Metal-sash, lift, and grill workers, wire workers, other than hand wire workers, riggers, oxy-acetylene and electric cutters, and welders other than workers employed as first-class welders under the New Zealand Metal Trades Employees' Award or as welders under the New Zealand Boilermakers' Award .. .. .	7 1 $\frac{3}{4}$
Shapers, slotters and borers, screwers, shearers, and range fitters .. .. .	7 1 $\frac{1}{4}$
Furnacemen employed in connection with enamelling plants .. .. .	7 0 $\frac{3}{4}$
Marine and ship repair workers, ship-building workers, strikers, workers employed in connection with the construction and assembling of implements, machinists other than first-class and second-class machinists as defined in the New Zealand Metal Trades Employees' Award, and other than workers covered by the next succeeding classification .. .. .	7 0 $\frac{1}{4}$
Process workers, rough grinders and fettlers, structural-steel workers, crane drivers, and holders-up .. .. .	6 11 $\frac{1}{4}$
Range grinders, range body fitters and finishers .. .. .	6 9 $\frac{3}{4}$
Picklers, enamel sprayers—	
For the first six months .. .. .	6 7 $\frac{3}{4}$
After six months' service with the same employer .. .. .	6 9 $\frac{3}{4}$
All other workers .. .. .	6 7 $\frac{3}{4}$

### *Payment of Wages*

9. (a) All wages shall be paid in cash weekly not later than Thursday during working hours.

(b) On the dismissal of a worker, or when a worker leaves of his own accord without reasonable notice, the employer shall be allowed two hours following opening of the next banking period in which to make payment.

*Boys and Youths*

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

				Per Week		
				£	s.	d.
Under 17 years of age	..	..	..	5	10	0
17 to 18 years of age	..	..	..	6	15	0
18 to 19 years of age	..	..	..	8	0	0
19 to 20 years of age	..	..	..	9	10	0
20 to 21 years of age	..	..	..	10	10	0

(b) Wages shall be paid weekly, and no deductions may be made except for time lost on account of the sickness or default of the worker.

(c) The proportion of boys and youths shall not exceed one to each adult male worker, except that this proportion may be extended by agreement with the union.

*Terms of Employment*

11. In the case of workers for whom a weekly wage is provided herein, the employment shall be terminated by a week's notice on either side. In other cases one hour's notice shall be given. Nothing in this clause shall prevent an employer from summarily dismissing a worker for wilful misconduct.

*Work Not Proceeded With*

12. When a worker is employed on a job under conditions requiring him to present himself for work at the commencement of the day, or when a worker is ordered to work at a certain time and no work is available, he shall be paid a minimum of two hours: Provided that, if required by the employer, he shall stand by the job during such time.

*Piecework or Bonus System*

13. 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 for settlement in accordance with clause 25 hereof. 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.

*Country Work*

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

(b) Travelling time shall be paid for at ordinary rates, but not to a greater amount than eight hours in the day.

(c) Where a worker is employed at country work at such a distance that he is unable to return to his home at night, he shall be paid at overtime rates for all work done in excess of the hours prescribed in clause 3 of this award.

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

(e) 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.

(f) 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.

(g) A worker employed on country work shall be supplied with suitable board and lodging during the period he is so engaged.

#### *Suburban Work*

15. If a worker is required to work at a place outside of the employer's factory, workshop, or ordinary place of employment (such work being other than country work) 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.

#### *Marine Work*

16. (a) All repair work in used fuel-oil tanks, diesel-oil tanks if not steamed out, or in tanks which have been coated internally with bitumen, or in ships' tanks coated with bitumen, shall be paid for at half ordinary rates in addition to the ordinary or overtime rates, as the case may be.

(b) All oil tanks shall be cleaned before men are required to work therein.

(c) All marine and ship repair work shall be considered dirty work and shall be paid for at 2s. 6d. per day in excess of the ordinary rates, except in the case of repair work done on board ship, in which case payment shall be at the rate of 3s. 3d. per day in excess of the ordinary rates: Provided that in every case the manufacture of new parts shall be excluded.

(d) 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 subclause (c) of this clause. Any time worked in excess of eight hours shall entitle the worker to an additional payment in proportion to the ratio of the amount of overtime worked to eight hours.

(e) Preference shall be given to available members of the Otago Metal Workers' Assistants Industrial Union of Workers at work assisting boilermakers or other metal tradesmen or any other work coming under the scope of this award.

#### *Dirty Work*

17. (a) (i) All repair work in used boilers, smoke boxes, uptakes, funnels, and between boilers and brickwork of boilers shall be paid for at 2s. 6d. per hour extra in addition to the ordinary or overtime rate as the case may be.

(ii) Any worker employed on the following work shall be paid at a flat rate extra of 5d. per hour for all time worked in any day with a maximum payment of 3s. 3d. per day; in rotary kilns and coolers in cement works; overhauling winches, grabs, traction-engines, steam shovels, locomotives, and undergear of tramcars; all repair work done in the respective departments of freezing works on blood pumps, sewage pumps, hash presses, digesters, paunch-cutters, and locomotives; tar boilers at gasworks, tar plants, and such other work as may be agreed upon by the employer and the workers concerned.

(iii) Workers employed at manure works, including chemical manure works, shall receive 3s. 3d. per day extra when employed in repairing manure plants at such works. The evaporator shall be regarded as part of the manure plant.

(iv) Workers not regularly employed on manure works shall be paid ordinary rates in addition to the ordinary or overtime rates as the case may be, when employed on repair work inside digesters at manure works.

(b) 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 subclause (a) of this clause. Any time worked in excess of eight hours shall entitle the worker to an additional payment in proportion to the ratio of the amount of overtime worked to eight hours.

#### *Salvage Work*

18. (a) Each salvage job shall be considered on its merits by representatives of employers and employees and the rate of pay awarded accordingly.

(b) In the case of a disagreement arising as to any matter under this clause, it shall be the duty of the employers and employees to take all necessary steps to effect a settlement without delay, and pending such settlement there shall be no delay in commencing salvage operations.

(c) Failing a settlement as provided in subclause (b) of this clause, the dispute shall be referred to a committee consisting of three representatives of the union and three representatives of the employers, and if they fail to reach an agreement they shall appoint an independent chairman, who shall have a casting vote.

#### *Heat and Cold*

19. (a) Any worker required to work in any compartment or confined space where the heat exceeds 110 degrees Fahrenheit shall be paid, in addition to the rate of wages to which he is entitled for the time at which the work is performed, a special heat rate computed at ordinary time rates for the time he is so employed.

(b) No worker shall be compelled to work in any space where the temperature has been raised to above 150 degrees.

(c) Workers engaged in freezing chambers where the temperature is below 30 degrees shall be paid 5d. per hour extra whilst so engaged, and shall be allowed to leave the chamber at least once in every two hours for a period of 10 minutes, which period shall not be in addition to smoko.

(d) The person in charge of the job and a representative of the workers shall determine and certify to the temperature of any place for the purpose of this clause of this award.

(e) No worker shall be required to enter any furnace or chamber while the boiler is under steam pressure, nor shall any worker be required to enter any boiler connected by steam-pipe to another boiler if such second boiler is under steam pressure unless the connecting valve between the two boilers is securely closed and locked.

#### *Travelling Between Port Chalmers and Dunedin*

20. (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, but on occasions when the work is to be performed in the city or town in which the worker resides and such travelling is not involved this clause shall not operate.



(b) When the employers fail to notify the men on the previous day that they are required to work in Dunedin, the sum of 5s. 6d. per meal shall be allowed during the time they are employed, but when notice is given on the previous day, workers 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.

#### *General Provisions*

21. (a) It shall be the duty of the employer to provide:

- (i) Lockers or other adequate and suitable accommodation for clothing not worn during working hours.
- (ii) Good ventilation.
- (iii) Proper and efficiently maintained sanitary arrangements.
- (iv) A suitable room in which workers may take their meals, provided the number of persons employed in the factory exceeds six.
- (v) An adequate supply of boiling water at mealtimes.
- (vi) Suitable facilities for washing at knocking-off times including hot and cold water.

(b) Employers shall provide reasonable facilities for supplying warmth for men working in workshops from 1 May to 30 September.

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

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

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

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

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

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

(i) Where portable electric lights, electric drills, and other portable electric 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.

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

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

(l) Workers using pneumatic machines shall be supplied with gauntlets where necessary.

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

(n) In special circumstances where the worker is required to work in an unusual and cramped position in a confined space, he shall be paid such extra amount as may be agreed upon with the employer.

(o) Workers employed in confined spaces and within 8 ft radius of where welding or burning operations are carried out shall be paid at half ordinary rates extra above the ordinary rate as the case may be. The extra payments specified in clauses 16, 17, 19, and subclause (n) of this clause shall not be payable in addition to the payment a worker is entitled to under this subclause.

(p) Workers employed on oxy-acetylene or electric welding, except on spot- or butt-welding machines, for less than four hours in a day, shall be paid 2s. per day extra; for more than four hours in a day, 2s. 8d. per day extra.

(q) Aprons of suitable material shall be supplied to workers employed as welders or as burners or on buff or grinding machines. Gauntlets shall be supplied to workers employed at steel casting annealing furnaces. Workers employed on oxy-acetylene or electric welding and cutting shall be provided with goggles or helmets and gauntlets or gloves.

(r) 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
Over 20 ft and up to 50 ft	..	..	..	d. 3
Over 50 ft and up to 75 ft	..	..	..	4 $\frac{3}{4}$
Over 75 ft and up to 140 ft	..	..	..	6
Over 140 ft .. .. .	..	..	..	7 $\frac{3}{4}$

All scaffolding shall be the responsibility of the employer.

(s) Where a worker other than a tradesman is placed in charge of four or more other workers he shall be paid 2s. 9d. per day extra whilst so employed.

(t) Workers shall be supplied by the employer with two suits of overalls per annum. Overalls for the purposes of this subclause shall mean dust-coats, bib overalls, boilersuits, or aprons customarily worn by workers. Alternatively the employer may pay each such worker an overall or boilersuit allowance of 2s. 6d. in any week in which he works three days or more.

(u) Where metal workers' assistants regularly assist with pouring and are subject to splashing with molten metal, they shall be supplied with boots but the employer shall not be obliged to supply more than two pairs of boots to each such worker per annum. Alternatively the employer may pay each such worker a boot allowance of 2s. in any week in which he works three days or more.

#### *Rest Periods*

22. A rest period of 10 minutes shall be allowed each morning and afternoon. Such rest periods shall be taken on the premises of the employer or at such other place as approved by the employer.

#### *Accidents*

23. (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*

24. 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 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.

*Matters Not Provided For*

25. Any dispute in connection with any matter arising out of and in connection with this award and not specifically dealt with therein shall be settled between the particular employer concerned and the president or secretary of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the local Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within 14 days after such decision shall have been communicated to the party desiring to appeal.

*Unqualified Preference*

26. (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 continues 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.)

*Under-rate Workers*

27. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such inspector or other person in so fixing such

wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such inspector or other person shall determine, and after the expiration of such period shall continue in force until 14 days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

#### *Application of Award*

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 district to which this award relates: Provided that this award shall not bind the Dunedin City Corporation.

#### *Scope of Award*

29. This award shall operate throughout the Otago and Southland Industrial District.

#### *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 first day of the pay period that occurs in each establishment on or after the 22nd day of March 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 30th day of September 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 8th day of June 1965.

[L.S.]

A. P. BLAIR, Judge.

#### MEMORANDUM

The award incorporates the terms of the memorandum of partial settlement arrived at in Conciliation Council and the subsequent agreement of the representatives of the parties on the only matter referred to the Court for settlement, namely the annual leave entitlement for workers on completion of 10 years' service.

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 26 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. P. BLAIR, Judge.