

NEW ZEALAND HEATING, VENTILATING, AND AIR CONDITIONING  
ENGINEERING EMPLOYEES—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 Heating, Ventilating and Air Conditioning Engineering Industrial Union of Employers, 8–12 The Terrace, Wellington.

and the:

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 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 on the day of the date hereof and shall continue in force until the 16th day of January 1967 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 16th day of July 1965.

[L.S.]

A. P. BLAIR, Judge.

SCHEDULE

*Industry to Which Award Applies*

1. This award shall apply to the heating, ventilating, and air conditioning engineering industry.

*Interpretation*

2. Without in any way limiting its meaning "heating, ventilating, and air conditioning" work shall mean and include:

- (i) The construction, manipulation, assembly and erection of pipes, ducts, tubes, or other conduits made from metals or non-metals, used for the conveyance of solids, liquids, vapours, or gases;
  - (ii) The erection of boilers and furnaces, constructed of cast iron, mild steel or other materials, used for the heating of liquids or gases or the production of steam;
  - (iii) The erection and connection of pumps for the circulation of hot or cold water, boiler feed pumps, condensation return pumps and other pumps used in heating, ventilating, and air conditioning engineering;
  - (iv) The erection and commissioning of automatic firing equipment using solid fuels, oil fuels, or gases;
  - (v) The erection and connection of steam generators or hot water generators;
  - (vi) The construction, erection and connection of equipment for generating and distributing high temperature water;
  - (vii) The erection and connection of sterilisers and autoclaves using steam or high temperature water;
  - (viii) The erection and connection of cooking equipment using steam or high temperature water;
  - (ix) The construction and erection of flue pipes for removal of the products of combustion and the construction and erection of equipment for the delivery of air to furnaces or boilers;
  - (x) The erection of air-conditioning apparatus and equipment;
  - (xi) The erection of ventilating equipment, including fans, filters, air inlet pipes, discharge pipes, ducts and outlets to or from ventilation or air conditioning equipment;
  - (xii) The erection of unit heaters, radiators, heating coils, skirting heaters, convectors, floor panels or other heating media for the warming of buildings;
  - (xiii) The erection and connection of calorifiers and equipment;
- and shall include the servicing and maintenance of the foregoing machinery, plant and equipment.

*Hours of Work*

3. (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*

4. (a) Shifts may be worked as required by the employer. The ordinary hours of work of a shift worker shall not exceed five consecutive shifts of not more than eight hours each nor less than six hours each to be worked between the hours of midnight Sunday–Monday and 8 a.m. Saturday.

(b) A shift worker is a worker whose ordinary working hours fall wholly or partly outside the hours prescribed in subclause (a) of clause 3 of this award.

(c) A worker employed only on afternoon or night shift shall, while so employed, be paid 5s. 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.

(d) 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. A shift worker who is required to work overtime which extends beyond any of his usual meal periods shall either be provided with a suitable meal or be paid an allowance of 5s. 7d. in respect of any such period.

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

*Overtime*

5. (a) (i) All work done in excess or outside of the hours mentioned in clause 3 of this award or outside of the ordinary hours of ceasing work 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 before 6 a.m. or after 12 noon on Saturday shall be paid double rates. Overtime shall be calculated on a daily basis.

(ii) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that workers have at least eight consecutive hours off duty between the work of successive days. A worker who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not at least eight consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he has had eight consecutive hours off duty without loss of pay for ordinary working time (as prescribed in subclause (a) of clause 3 of this award) occurring during such absence.

If, on the instructions of his employer, such a worker resumes or continues work without having had such eight consecutive hours off duty, he shall be paid at double rates until he is released from duty for such period, and he shall then be entitled to be absent until he has had eight consecutive hours off duty without loss of pay for ordinary working time (as prescribed in subclause (a) of clause 3 of this award) occurring during such absence.

(b) 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, 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. In the case of a worker who normally starts or finishes work when public wheeled traffic is not available the amount to be paid to the worker to cover travelling time may be agreed upon between the employer and the secretary of the union, but if an agreement is not reached the question shall be decided by a committee consisting of the employer, the secretary of the union, and the Conciliation Commissioner, who shall be chairman, and the decision of such committee shall be final. For the purpose of this award "public wheeled traffic" shall mean buses, trains, or ferries ordinarily used by the worker travelling to or from his work.

(c) No worker shall work overtime on Friday night or on the night of the union's regular monthly meeting except on urgent or breakdown work.

(d) The employer shall either provide a suitable meal or allow meal money at the rate of 5s. 7d. per meal when workers are called upon to work overtime after 6 p.m. on Sunday, Monday, Tuesday, Wednesday, Thursday, Friday, or Saturday, or after 1 p.m. on Saturday or Sunday, unless such workers can reasonably get home for a meal and return to their work in one hour, in which case the meal allowance need not be paid.

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.

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

(f) When a worker is called back after having completed his day's work and left the place of employment, or on a Saturday or Sunday, 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.

#### *Holidays*

6. (a) The following shall be the recognised paid holidays: New Year's Day, 2 January, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Anniversary Day (or a day to be substituted therefor). If any of the above holidays, except Anzac Day, falls on a non-working day it shall be observed on the first working day thereafter. Where a shift overlaps into a holiday prescribed by this clause 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 the provisions of the Factories Act 1946 the employer shall pay one-tenth of a 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 referred to in subclause (a) of this clause.

(c) For work done on any of the above holidays or on Sundays double time shall be paid.

#### *Annual Holidays*

7. (a) Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944: 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 two weeks allowed under the Annual Holidays Act. The third week's holiday may be allowed in conjunction with or separately from the first two weeks as the employer may decide.

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.

(b) In lieu of the holidays provided in subclause (a) hereof, 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 shifts, or on three rotating shifts shall be granted a *pro rata* allowance of the third week's holiday.

(c) Where practicable, the employer shall give at least two months' notice to his employees of annual holidays pending and each employee shall be advised of the date at which he is required to commence his holiday period.

#### Wages

8. (a) The following shall be the minimum rates of pay:	Per Hour
	s.      d.
Heating, ventilating and air-conditioning engineering fitter .....	8    3
Heating, ventilating and air-conditioning engineering fitter with Trade Certificate .....	8    5
Fitter's mate .....	7    1
Lagger .....	7    1
All other workers .....	6    8

*Definitions*—“Heating, ventilating and air-conditioning engineering fitter” means a worker employed as such who has served an apprenticeship in the heating, ventilating and air-conditioning engineering industry or an adult worker who in the course of his employment works from drawings or prints, or who makes precision measurements, or who applies general trade experience to the industry to which this award applies.

“Fitter's mate” is a worker with not less than three months' experience who is directed to regularly assist a heating, ventilating and air-conditioning engineering fitter in his normal duties, and who uses such tools of trade as the fitter directs.

(NOTE—The provision of a classification for fitter's mate does not imply that tradesmen not provided with assistants should be so provided.)

“Lagger” means a worker engaged on the application and finishing of all materials in common use for thermal insulation in connection with heating, ventilating and air-conditioning plant or equipment and shall include all work in connection with the metal supports and covers and substitutes for any of the above that may be used.

(b) Youths under 21 years of age may be employed on any unskilled work at not less than the following rates of pay:

	Per Week		
	£	s.	d.
Under 17 years of age .....	5	10	0
17 to 18 years of age .....	6	16	8
18 to 19 years of age .....	8	3	4
19 to 20 years of age .....	9	11	8
20 to 21 years of age .....	10	14	2

An employer shall be entitled to make a rateable deduction from the wages of any weekly worker for time lost through sickness, default, or accident, or through absence with the consent of the employer.

#### *Special Rates*

9. (a) Where a worker has been specially directed to take charge of four or more workers he shall be paid 3s. 6d. per day extra. Where a worker has been specially directed by his employer to take charge of any job and has under his control not less than four tradesmen, such worker shall be paid 4s. 6d. per day extra above the minimum rates, provided that the job shall extend for one day or more.

(b) *Dirty Work*—Workers employed on the following work shall be paid 2s. 6d. 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.

(c) A worker required to handle in connection with insulation work, silicate of cotton, fibre glass, glass wool, or slag wool, when such materials are in loose form, in spaces impregnated with the dust of such materials, shall be paid 1s. 4d. per hour extra while so employed.

(d) Any worker required to work in a confined space shall be paid 4½d. per hour extra while so employed in addition to the appropriate rate payable for the time worked. This extra rate shall not be payable if the worker is already entitled to receive payment under any of the following subclauses of this clause—(b), (c), or (f).

“Confined space” means a working place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position, or without proper ventilation or where confinement within a limited space is productive of unusual discomfort.

(e) *Welding Allowance*—Workers employed on acetylene or electric welding, except 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. 10d. per day extra; for more than four hours in a day 2s. 8d. per day extra. 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.

(f) *Heat and Cold*—(i) Any worker required to work in any compartment or confined space where the temperature 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.

(ii) Workers engaged in freezing chambers where the temperature is below 30 degrees shall be paid 4 $\frac{3}{4}$ d. extra per hour 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.

(g) Where workers are engaged on work from ladders, bosun chairs, or free swinging stages, involving a 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 $\frac{1}{2}$
Over 50 ft and up to 75 ft	3 $\frac{3}{4}$
Over 75 ft and up to 140 ft	4 $\frac{3}{4}$
Over 140 ft	6

All scaffolding shall be the responsibility of the employer.

(h) In lieu of any other payment under this clause, workers required to work in confined spaces where welding or gas cutting operations are being carried out shall be paid half ordinary rates in addition to the ordinary or overtime rate as the case may be.

(i) *Ship-repair Work on Board Ships*—Tradesmen employed on ship-repair work on board ships shall be paid 2 $\frac{3}{4}$ d. per hour above the rates prescribed in clause 8 of this award.

#### *Tool Allowance*

10. (a) A journeyman required to provide his own tools (except drills, taps, hacksaw blades, and files) shall supply such tools and shall be paid a tool allowance of 1 $\frac{1}{2}$ d. per hour.

(b) The allowance provided for in the preceding subclause shall be payable where the worker provides sufficient suitable tools for the work upon which he is employed, but shall not be payable if an employer provides all the tools required.

(c) The employer shall insure workers' tools against loss by fire on the employer's premises. Where work is done elsewhere than on the premises of the employer, he shall provide, when necessary, on the job a properly secured place for tools of the employer and the worker and shall insure the workers' tools against loss by fire provided they are stored in the properly secured place.

#### *Payment of Wages*

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

(b) 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.

(c) Each worker shall be supplied with a statement showing details of his earnings for each pay period and any deductions therefrom.

#### *Outside Work*

12. (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 if the time occupied in travelling to or from the job is necessarily longer than to or from the worker's ordinary place of employment then such excess time shall be paid for at ordinary rates of pay.

(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 3 of this award.

(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) When the work is situated less than 100 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 two weeks during the continuance of the work, and if over 100 miles, once every two months, but in such cases travelling time shall not be paid for.

#### *General Conditions*

13. (a) Workers employed on oxy-acetylene or electric welding and cutting shall be provided with goggles or helmets, and gauntlets or gloves, and when engaged on overhead work, leather aprons and full sleeve length jerkins shall be available.

(b) Workers the nature of whose work necessitates the regular wearing of overalls shall be supplied by the employer with two suits of overalls at the commencement of each year of service with the employer: Provided, however, that in the case of each new engagement the employer may pay to the worker an overall allowance of 2s. 6d. per week for a maximum period of three months.

Overalls for the purposes of this subclause shall mean dust coats, bib overalls, boiler-suits or aprons customarily worn by workers.

(c) Soap and clean towels or other suitable means of cleaning or drying shall be provided for workers.

(d) Any worker issued with protective clothing, footwear, or tools shall hand in such issue on being supplied with a replacement, or on the termination of his employment, or at such other times as the employer may require. Footwear shall be fully disinfected prior to re-issue to another worker.

The employer may make a deduction from the wages of any worker, who having received an issue to which this subclause relates, does not account for it as required. The rate of deduction shall be the cost of the item not accounted for, after due allowance has been made for reasonable fair wear and tear.

If any dispute arises under this subclause as to the deduction from wages, it shall be decided in accordance with the provisions of clause 16 of this award.

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

(f) 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 their foreman any defect in such equipment.



(g) Workers shall be allowed three minutes for washing at the end of each day.

(h) A 10 minute rest period shall be allowed in the morning and afternoon to all workers, and after two hours of continuous overtime when overtime is to be continued for more than a further hour.

#### *Accidents*

14. (a) An adequate first-aid emergency kit shall be kept in a convenient and accessible place in every works.

(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) Provisions shall be made for a supply of hot water at short notice.

(d) 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.

#### *Right of Entry*

15. The secretary or other authorised officer of the union of workers shall, with the consent of the employer or his representative (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.

#### *Matters Not Provided For*

16. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

#### *Engineering Students*

17. 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*

18. (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.)

#### *Notification*

19. 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 the employer at intervals shorter than six months.

#### *Under-rate Workers*

20. (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.

*Exemptions*

21. (a) Nothing in this award shall operate to prevent plumbers and/or gasfitters from carrying out the following work:

- (i) The fabricating, installing, repair and maintenance of all forms of direct or indirect hot water heating systems or low pressure steam heating systems.
- (ii) The fabrication, installing, repair and maintenance of ductwork and integral control equipment relating to ventilation, air conditioning or extraction systems.

(b) Nothing in this award shall operate to prevent boilermakers from carrying out work covered by the boilermakers award in force from time to time in the fabricating and installing of heating, ventilating and air-conditioning systems, with particular reference to the making and installing of boilers, vessels and pipe-work.

*Application of Award*

22. 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*

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

*Term of Award*

24. This award shall come into force on the day of the date hereof and shall continue in force until the 16th day of January 1967.

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 16th day of July 1965.

[L.S.]

A. P. BLAIR, Judge.

## MEMORANDUM

After hearing representations from the New Zealand Plumbers, Gasfitters and Related Trades Industrial Union of Workers, the New Zealand Federation of Master Plumbers Industrial Association of Employers, the New Zealand Federated Boilermakers, Structural Metal Fabricators and Assemblers, Metal Ship and Bridge Builders Industrial Association of Workers and the other interested parties the Court has decided to add an exemption clause along the lines requested. In other respects this award embodies the terms of settlement arrived at by the parties in Conciliation Council.

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

A. P. BLAIR, Judge.