

**NEW ZEALAND (EXCEPT NORTHERN AND WESTLAND) SHIPWRIGHTS, BOAT-BUILDERS AND SHIP JOINERS AND JOINERS' MACHINISTS ON SHIP AND BOAT BUILDING AND REPAIR WORK—AWARD**

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

In the Court of Arbitration of New Zealand, Taranaki, Wellington, Marlborough, Nelson, Canterbury, and Otago and Southland Industrial Districts—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the New Zealand (except Northern and Westland) Shipwrights, Boatbuilders and Related Trades Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"):

**TARANAKI INDUSTRIAL DISTRICT**

Beauchamp, H. R. and Co. Ltd., 61 St. Aubyn Street, New Plymouth.  
Union Steam Ship Co. of New Zealand Ltd., 61 St. Aubyn Street, New Plymouth.

**WELLINGTON INDUSTRIAL DISTRICT**

Cable, Wm., and Co. Ltd., Kaiwharawhara, Wellington.  
Daniel, B. T., Shelly Bay, Wellington.  
Northey, J., Shipwright Patent Slip, Napier.  
Plylite Boat Construction Co. Ltd., Paraparaumu.  
Smith, F. and R., 12 Chaucer Road, Napier.  
Union Steam Ship Co. of New Zealand Ltd., 36-48 Customhouse Quay, Wellington.  
Wellington Harbour Board, Wellington.  
Wellington Patent Slip Co. Ltd., Wellington.  
Wood, S., and Son Ltd., Ballance Street, Wellington.

**MARLBOROUGH INDUSTRIAL DISTRICT**

Beattie, R., Lakings Road, Blenheim.  
Carey, C. R., Picton.  
Jorgensen and Son, 12 Devon Street, Picton.  
Marlborough Marine Supplies Ltd., Grove Road, Blenheim.  
Morgan, A. I., Railway Reserve, The Wharf, Picton.  
Swanson, R., Matata Cove, Picton.

**NELSON INDUSTRIAL DISTRICT**

Anchor Steamship and Foundry Co. Ltd., Nelson.  
Curnow and Wilton, Wakefield Quay, Port Nelson.  
Guard, S. G., Nelson.  
Johnson Bros., Wakefield Quay, Nelson.

**CANTERBURY INDUSTRIAL DISTRICT**

Fi-Glass Products, 3 Garland Road, Woolston, Christchurch.  
France, Arnold, 380 Montreal Street, Christchurch.  
Glassex Ltd., 3 Garland Road, Woolston, Christchurch.  
Hamilton, C. W. F., Marine Ltd., P.O. Box 709, Christchurch.  
Jones Motors (Fairlie) Ltd., Fairlie.  
Lyttelton Harbour Board, Lyttelton.  
MacKay Marine Ltd., 3 Garland Road, Woolston, Christchurch.  
Mahan Marine (Christchurch) Ltd., 5 Victoria Street, Christchurch.  
Riverside Boat Builders 67 Brighton Terrace, New Brighton.  
Robb, D. F., Ritchie Street, Timaru.  
Sinclair Melbourne Co. Ltd., Shipwrights, Dockhead, Lyttelton.

**OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT**

Bluff Harbour Board, Bluff.  
Field, W. H., 150 Bann Street, Bluff.  
Lightfoot, H., Bluff.  
Love Construction Co. Ltd., Halsey Street, Dunedin.  
Miller and Tunnage Ltd., Carey's Bay, Port Chalmers.  
Otago Harbour Board, Dunedin.  
Partel, F., and Sons, 63 Ardmore Drive, Dunedin.  
Port Chalmers Marine Repair Works, Port Chalmers.  
Scott, R. D., (Lightercraft) Ltd., Invercargill.

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 18th day of February 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 8th day of September 1965.

[L.S.]

A. P. BLAIR, Judge.

#### SCHEDULE

##### *Workers to Whom Award Shall Apply*

1. (a) This award shall apply to shipwrights, boatbuilders, ships' joiners and joiners' machinists engaged in the skilled work of shipwrighting, ship-joinery and boat building, such as, but not necessarily confined to, the construction and repair of all vessels in any composite or other material; the fixing and repairing of all permanent woodwork on ships; the making of ships' joinery; fairing up of all vessels; caulking and scraping of joints; installation, maintenance and repair of chain and rod steering gear and anchor cables; making and repair of cargo handling appliances, gangways, templates, cattle stalls and hatch covers; the assembling and securing of steel work when finally or permanently attached to wood; port holes, tank top doors; fixing and repair of hold insulation including the fixing of protective sheathing; docking and undocking, slipping and unslipping of vessels; other work of shipwrighting nature which, though not herein specified has been customarily performed by shipwrights in the ship-repair and boat-building section of the industry; provided that where work specified in the foregoing is prescribed in another award or industrial agreement and is already being performed by workers under such other award or industrial agreement this award shall not operate to change the *status quo*.

(b) The term "journeyman" where used in this award shall apply to all workers mentioned in subclause (a) of this clause.

(c) Nothing in this award shall apply to hold-preparation workers while required to work in connection with preparation of ships' holds, dunnaging and repair of cargo.

*Hours of Work*

2. The hours of work shall be not more than 40 per week nor more than eight per day, Monday to Friday inclusive, and shall be worked between the hours of 8 a.m. and 5 p.m. One hour shall be allowed for lunch, but a shorter mealtime may be mutually agreed upon.

*Wages*

3. (a) (i) The minimum rate of wages to all journeymen shall be 8s. 4d. per hour, or, at the employers' option, employment shall be on a weekly basis at the rate of £16 13s. 4d.

(ii) A journeyman who has served a five year apprenticeship shall be paid an additional 2d. per hour.

(b) In the case of journeymen employed on a weekly basis a week's notice of dismissal or leaving of employment shall be given by either side, subject to the right of instant dismissal for drunkenness or misconduct on the job.

(c) In the case of journeymen employed on a weekly basis there shall be no deduction from the weekly wage except for absence due to the worker's default, illness, or accident.

(d) A journeyman who has been employed on a weekly basis and who is dismissed shall not be replaced, unless by the consent of the union, except by a journeyman on a weekly rate basis within a period of three months from the date of the original journeyman's dismissal.

(e) *Leading Hands*—Leading hands shall be paid not less than 8d. per hour above the wage rates herein provided.

*Tool and Overall Allowance*

4. A sum of 3½d. per hour for each hour worked shall be paid to journeymen as tool and overall allowance. The employers shall provide any tool required for cutting laminex, perspex, formica, polite, or similar materials.

*Overtime*

5. (a) (i) All work done outside or in excess of the daily hours mentioned in clause 2 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 and thereafter double time.

(ii) Workers will not be required to continue work after 10 p.m. except for urgent repair work.

(b) Any worker required to commence work after the cessation of public wheeled traffic or before the ordinary time of starting of 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 of such traffic, shall be paid for time occupied in travelling to or from his home, computed on 3 miles per hour, at ordinary rates of pay, except that if a conveyance is provided for the worker by his employer he shall not be entitled to payment for this travelling time. For the purpose of this clause "public wheeled traffic" shall mean trams, buses, trains, or ferries ordinarily used by workers travelling to and from their work.

(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.

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

(d) Workers who continue to work after 6 p.m., Monday to Friday inclusive, or continue to work after 1 p.m. on Saturdays, Sundays, or holidays shall be paid 5s. 10d. meal money. On Saturdays, Sundays, or holidays when meal money is payable the employers shall pay a special surcharge of 6d. in addition.

(e) Workers commencing work before 8 a.m. shall be paid not less than double time rates until the commencement of the ordinary hours of work.

(f) When a journeyman is ordered back for work after 6 p.m. and attends, he shall be guaranteed employment until 9 p.m. or payment to that time.

(g) Overtime under the foregoing provisions shall be worked as required by the employer, but any individual journeyman who desires not to work overtime on any particular day shall be excused from such overtime.

On Saturdays, Sundays, or holidays, not more than eight hours shall be worked, except to meet an urgent job.

(h) Should a worker be called out on a Saturday morning or a Sunday morning or on a Saturday afternoon or a Sunday afternoon he shall receive a minimum of four hours' employment or payment equivalent thereto; should he be called out on a Saturday morning or a Sunday morning and his work continues beyond the dinner interval, he shall receive a minimum of eight hours' employment or payment equivalent thereto.

Except to deal with an emergency job, not foreseen on the Friday before cessation of work, a journeyman shall not be ordered to work for Saturday afternoon or Sunday afternoon unless he is also employed on the Saturday morning or Sunday morning.

(i) No journeyman who is transferred from ship to ship during overtime hours shall be required, without his consent, to work beyond 9 p.m.

#### *Meals and Meal Times*

6. (a) The recognised meal hours shall be:

Dinner	..	..	..	..	12 noon to 1 p.m.
Tea	..	..	..	..	5 p.m. to 6 p.m.

Provided that if the majority of workers of any employer agree with their employer, the meal interval for the yard may be not less than half an hour.

Notice to work a meal hour shall be given not later than quarter of an hour before the time specified for the meal hour.

When men are ordered to work a meal hour the order shall not be cancelled.

For work done in meal hours, journeymen shall be paid for the full meal hour at the rate of double time. Such payments shall continue until the usual meal period is given, but continuance of double time beyond the normal meal hour break shall not apply for work done in connection with docking or undocking, slipping or unslipping of vessels: Provided that a journeyman shall not be required to work more than five hours without an interval of at least half an hour for a meal break.

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

(c) Crib time shall be taken at a time to be mutually agreed upon.

(d) Hot water shall be provided for the midday meal.

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

#### *Suburban Work*

7. (a) "Suburban work" means work performed by a journeyman at a distance of over  $1\frac{1}{2}$  miles from his employer's place of business by the nearest direct route but which does not come within the definition of "out-port work."

(b) Journeymen shall be at their employer's place of business at the hour appointed for the commencement of work, but if previously required to do so they shall proceed direct to the place where the work is to be performed, and if the distance required to be travelled in order to reach such place be more than  $1\frac{1}{2}$  miles they shall be paid

at the ordinary rate of wages for the time occupied in proceeding to and from such work for the excess of such distance, reckoning the time occupied in travelling by train, tram, bus, or ferry.

(c) Any journeyman employed by his employer on suburban work to reach which a conveyance is required shall be conveyed by his employer to and from such work free of charge or his travelling expenses to and from such work shall be paid by his employer, and he shall also be paid at the ordinary rate for the time while going to and returning from such work.

(d) (i) Journeymen employed by the Wellington Patent Slip Co., in lieu of any payment for suburban work, shall be allowed 1s. 6d. per day for every day or part of a day upon which they are employed by the company, irrespective of the exact location of the place at which the work is performed. The allowance, however, shall not be payable when the work is performed at Miramar or the Jubilee Dock, when the following shall apply:

(ii) Journeymen who are required to work at Miramar shall be paid 2s. 3d. each way to cover travelling and fares, or in lieu thereof the employer may provide free conveyance.

(iii) Journeymen who are required to work at the Jubilee Dock or the repair wharf adjacent thereto or at the coal or wheat berths shall be paid 2s. 3d. each way to cover travelling time and fares, or in lieu thereof the employer may provide free conveyance.

(e) (i) Journeymen employed by S. Wood and Son at Miramar, the Patent Slip, the floating dock, and Dock Wharf shall be conveyed in the employer's time or shall be paid 4s. 6d. per day extra as travelling allowance. Men travelling one way only in their own time shall be entitled to half the allowance.

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

(f) Journeymen employed by Cable and Co. shall be paid 4s. 6d. per day for travelling in their own time to and from Miramar, the Patent Slip, or Clyde Quay, or half the allowance one way only.

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

#### *Out-port Work*

8. (a) "Out-port work" means work performed by a worker which necessitates his lodging elsewhere than at his usual place of residence.

(b) A worker employed on out-port work shall be conveyed by his employer to and from such work free of charge and his travelling expenses (with an allowance at current rates for all necessary meals) going to and returning from such work shall be paid by the employer, but once only during the continuance of the work if the work is continuous and the worker is not in the meantime recalled by his employer, and shall be allowed in addition 15s. per day out-of-pocket expenses Monday to Saturday, and £1 5s. per day for Sunday.

(c) The employer shall provide every worker employed on out-port work with suitable board and lodging while so employed.

(d) 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 month, but in such case travelling time shall not be paid for.

(e) Time occupied in travelling shall be paid at the ordinary rates, but not to a greater amount than eight hours in a day.

(f) Men employed on out-port work by their employers shall, in all cases, be paid in accordance with the rates herein prescribed.

(g) Notwithstanding the foregoing subclause, in the case of a journeyman required to travel on any ship for the purpose of working on the ship and his being furnished with saloon accommodation and food, he shall receive, if he is not required to work overtime, a payment in respect of each night spent at sea not less than the equivalent of four hours at ordinary rates of pay.

### *Holidays*

9. (a) The following shall be the recognised 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).

(b) Workers who are entitled to be paid for the holidays set out in subclause (a) of this clause shall be all those who have been working at any time during the fortnight ending on the day on which the holiday occurs.

(c) In the event of a holiday other than Anzac Day falling on a Saturday or 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.

(d) For work done on any of the above holidays or on Sundays double time shall be paid in addition to any statutory holiday payment that may be applicable.

(e) The Wellington Harbour Board may substitute the holidays observed in its own regulations for those provided in this award, but so as not to reduce the total number of holidays prescribed in this award.

### *Dirty Work and Special Work*

10. (a) (i) The following shall be classed as "dirty work" and workers doing such work shall be paid 4d. per hour extra with a minimum payment of 2s. 8d. per day: Repairs to hoppers and doors of dredges; in engine rooms, tunnels, stokeholds or bunkers; repairs to the under water surface area of hulls of wooden commercial vessels including punts while out of the water; work on ceiling and bulkheads in colliers and coal hulks; in double bottom or side tanks and chain lockers; when bedding down with red and/or white lead and/or paint; tarring and schanaming; laying and fixing launching ways for vessels; using lino fixing or solutions; repair work in lavatories or on coal chutes.

(ii) While working with putty pump 6d. per hour extra shall be paid.

(iii) Relaying ceiling on tank tops where res-q-steel or other similar material has been freshly applied 1s. 3d. per hour extra shall be paid.

(iv) While machine sanding fibre glass, 8d. per hour extra shall be paid.

(b) For dismantling or overhauling steering-gear chains and leads on all ships dirt money shall be 1s. per hour.

(c) For dirty work not provided for, each job shall be considered on its merits, and such remuneration shall be paid as may be mutually agreed upon by two representatives of the union and the employer concerned. If agreement is not reached the claim shall be settled in accordance with clause 23 of this award.



(d) Any worker required to work in any compartment or confined space where the temperature exceeds 110 degrees Fahrenheit shall be paid at the rate of time and a half. No worker shall be compelled to work in a compartment or confined space where the temperature is above 130 degrees Fahrenheit. Should he volunteer to do so he shall be paid at not less than double rates.

(e) (i) Any journeyman working with pumice, charcoal, cork, and/or bitumen in connection with insulation work in any confined or unventilated space or where the air is impregnated with the dust of these materials shall be paid 8d. per hour extra while so employed, such payment to be in addition to the payment provided for in subclause (a) of this clause when applicable.

(ii) If the hatch on the deck immediately above where a worker is working is closed then 8d. per hour extra shall be paid. A hatch shall not be deemed to be closed if one section is removed or if the hatch is open by approximately 4 ft from coaming to coaming, or if cargo is being loaded or discharged through the hatch at the time.

(f) If any worker is required to work in any hold or compartment during cleaning operations, an ample supply of wet sawdust shall be provided before sweeping operations commence to prevent the dust from rising, but if any worker is required to work where the air is impregnated with dust or any like substance, he shall be paid 8d. per hour extra while so engaged, and if working under closed hatches a further 8d. per hour extra while so engaged. When any worker is required to work in hatches where the air is impregnated with the dust of basic slag 1s. 3d. per hour extra, or in the case of wheat dust 1s. 1d. per hour extra, shall be paid to workmen while so engaged. A representative of the employers and a representative of the union shall agree whether the air is impregnated or not.

(g) (i) Any journeyman working with silicate of cotton in connection with insulation work shall be paid 1s. 5d. per hour extra while so employed and shall be provided with face mask.

(ii) Jerrying work shall be classed as dirty work under subclause (a) of this clause, but not for a greater period than two hours in any one day.

(h) (i) Wherever possible a fan shall be installed where a journeyman is required to work in a confined or unventilated space where burning or welding is in operation, but if any worker is required to work in such place where the air is impregnated with fumes from burning or welding operations he shall be paid 1s. 7d. per hour extra.

(ii) No journeyman shall be required to work in any compartment where cold air blowers are being run.

(i) On ship repair work a journeyman required to work in a cramped position because of the height of the working place being less than 4 ft 6 in. shall be paid an additional 4d. per hour.

(j) Except for the provisions relating to work under "closed hatches" under subclauses (e) (ii), (f), and (i) of this clause, the foregoing rates are not cumulative, and where a worker is employed on two or more classes of work specified within the foregoing subclauses he shall be paid the highest of the rates applicable.

#### *Working Aloft*

11. (a) Any journeyman working 15 ft or more above a deck or over an open hatch shall be paid 3s. 1d. a day or part of a day while so employed. In special cases, if any dispute arises, the matter shall be referred to the representative of the union and the employer concerned.

(b) For the purpose 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 worker having completed eight hours' work aloft in any one day shall be entitled to an additional payment of 4d. per hour or any portion of an hour during which a worker is so employed.

(c) Stages overside when a vessel is in dock or on slip shall be made secure to prevent swinging.

*Slipping and Docking*

12. (a) Slipping and unslipping, docking and undocking vessels shall be done by shipwrights assisted by labourers. "Docking" shall mean settling ship on keel blocks and shoring up and preparation of keel and bilge blocks.

(b) In the docking of a vessel the proportion of labourers to shipwrights shall not exceed three labourers to one shipwright.

(c) All men specially called back after the usual working hours to do slipping or docking work shall be paid at the appropriate overtime rates, with a minimum of three hours.

(d) Making up, taking down, or splitting out keel and bilge blocks on dock or slipway while a vessel is on such dock or slipway or handling such blocks within four hours of a ship docking or unslipping shall be paid for at the rate of 2s. 7d. per day or part of a day, in addition to the ordinary wage.

(e) When journeymen are engaged on anchor overhaul work two men shall be employed on the forecastle and at night two men on the dock side to operate the capstan.

*Salvage Work*

13. (a) Each salvage job shall be considered on its merits by representatives of employers and union 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 representatives of the union 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.

*Payment of Wages*

14. (a) All wages shall be paid in full weekly in cash not later than Thursday during working hours either on the job or at the employer's place of business: Provided that the Wellington Harbour Board may pay wages on the same day as they are paid to its other employees.

When a worker is dismissed or leaves of his own accord he shall be paid within 24 hours.

(b) Each worker shall be entitled to a statement showing how his wages have been made up.

*Light, Shelter, and Staging*

15. In all cases where artificial light is required, electric light shall be supplied where available. Suitable shelter shall be provided and erected in wet weather. Staging for shipwrights shall be not less than two 12 in. by 2 in. planks wide with suitable lifelines.

*Tools and Conveniences*

16. (a) (i) Every worker who is in receipt of a tool allowance shall provide and maintain in good order an adequate kit of tools to be available when required for work.



(ii) If a worker is required to supply his own tools, the employer shall compensate him to the full extent of any damage to or loss of the tools caused by fire on the job and if between the time when work ceases for the day and the time when work is resumed on the job on the next day or any subsequent day damage to the tools or loss of tools is caused by fire or theft, the employer shall compensate the worker to the full extent of his loss, provided that the tools have been stored by the worker in the place and in the manner directed by the employer or his representative.

(iii) The employer shall be responsible for safeguarding a worker's tools when the worker leaves his job through sickness or accident.

(iv) It shall be the duty of the employer to provide suitable individual lockers in each department in the shop wherein the employees may keep their clothes; good ventilation and proper sanitary arrangements, also a sufficient supply of boiling water at mealtimes and for washing at knocking-off time.

(v) "Suitable lockers" means lockers in which clothes may be hung up. A lock-up place on board ship shall be provided by the employer as a changing room whenever reasonably possible.

(vi) Every employer shall provide and keep a grindstone and saw-clamp in good condition in the shop for the use of his shipwrights.

(b) All augers and spanners  $\frac{3}{4}$  in. and over and all augers longer than 14 in., also clamp drift bolts and punches, shall be provided by the employer. The dressing of cold-chisels and drift-punches shall be paid for by the employer. An employer shall supply any bit, drill, or auger used in the employer's power drilling machine.

(c) Vessels used for heating pitch shall not under any circumstances be used for conveying pitch to the job. The carrying vessels shall be to the satisfaction of the shop delegate.

(d) The employer shall provide a suitable conveyance for carriage of tools under cover to and from any job.

(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. Rubber gloves shall be available for the use of any worker operating portable electric hand machines.

#### *Sharpening Tools*

17. When any journeyman has been employed on any work for 40 hours in any one week he shall be entitled, on being discharged, either to receive two hours' notice to grind and do up his tools or be paid two hours' extra time.

#### *Working in Mud or Water*

18. Journeymen required to work in mud or water shall be provided with gumboots and shall be paid not less than 8d. extra per hour or part of an hour while so employed.

#### *Borrowing Journeymen*

19. Employers shall not, except under exceptional circumstances, borrow men from each other while there are unemployed journeymen willing to do the same job.

#### *Accidents*

20. (a) A modern first-aid emergency case, fully equipped, shall be kept in a convenient and accessible place in every works; also provision shall be 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.

#### *Yard and Shop Delegates*

21. In each yard, shop, or ship the employer shall recognise the duly appointed workers' representative.

#### *Foremen*

22. Nothing in this award shall apply to foremen.

#### *Settlement of Disputes*

23. The essence of this award being that the work of the employer 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, every such dispute or difference, as the same shall arise, shall be referred to a committee to be composed of two representatives of the union at the port concerned and two representatives of the employers for their decision. The decision of the majority of the committee shall be binding, and if no decision is arrived at, then the matter shall be referred to a committee in Wellington comprising an equal number of representatives of the employers and the union, whose decision shall be binding. If the committee is unable to arrive at a decision, the matter shall be referred to the Conciliation Commissioner who shall act as arbitrator. The decision of the Conciliation Commissioner shall be binding except that any party adversely affected thereby shall have the right, within 14 days after the decision is given, to appeal against the decision to the Court of Arbitration, which may amend the decision in any way as, after hearing the parties, it may consider it necessary or desirable.

#### *Access to Work*

24. Every employer bound by this award shall permit the secretary or other authorised officer of the union of workers to enter at all reasonable times upon the premises or works and there interview the workers, but not so as to interfere unreasonably with the employer's business.

#### *Annual Holidays*

25. (a) The provisions of the Annual Holidays Act 1944 and its amendments shall apply to workers covered by this award.

(b) On completion of 10 years' continuous employment in the industry, the worker shall be granted in respect to each further year of employment an annual holiday of three weeks instead of the two weeks allowed under the Annual Holidays Act 1944.

#### *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.)

#### *Application of Award*

27. 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*

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

#### *Term of Award*

29. 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 18th day of August 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 18th day of February 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 8th day of September 1965.

[L.S.]

A. P. BLAIR, Judge.

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

A. P. BLAIR, Judge.