

NEW ZEALAND MOULDERS—AMENDMENT OF AWARD

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 the New Zealand Moulders Award, dated the 22nd day of December 1969, and recorded in 69 Book of Awards. p. 2930

Upon reading the joint application made by the original parties to the New Zealand Moulders Award, dated the 22nd day of December 1969; and upon being satisfied that the said parties are desirous that the award should be reviewed by it, the Court, in pursuance and exercise of the powers vested in it by section 162 (1) (b) of the Industrial Conciliation and Arbitration Act 1954, and with the consent of the said parties, doth hereby order as follows:

1. That the said award shall be amended in the manner following:

(1) By deleting the rate of "65 cents" in subclause (a) of clause 4 (Shifts) and substituting therefor the rate of "75 cents".

(2) By deleting the rate of "65 cents" in subclause (g) of clause 5 (Overtime) and substituting therefor the rate of "75 cents".

(3) By deleting subclause (b) of clause 7 (Annual Holidays) and substituting therefor the following subclause:

"(b) After five years' continuous service with the same employer each worker shall for the sixth and subsequent years be entitled to an annual holiday of three weeks instead of two weeks paid as prescribed in subclause (a) of this clause. The third week's holidays may be taken in conjunction with or separately from the first two weeks' holiday as the employer may decide."

(4) By deleting subclause (a) of clause 9 (Wages) and substituting therefor the following subclause:

"(a) (i) The minimum rate of wages shall be as follows:

	Per Hour cents
Moulder with Advanced Trade Certificate in moulding	144.0
A jobbing moulder or jobbing core maker who has served an apprenticeship as such and has worked subsequently as a journeyman in that branch of the trade for a continuous period of three years or who holds the trade certificate in moulding	140.0
First-class moulder	137.0
Die-caster, meaning an adult worker who has served an apprenticeship to the die casting trade and who has knowledge and experience of pressure and gravity die casting including preparation, coating, and setting of dies, melting of low and high temperature metal alloys, furnace maintenance and repairs	137.0
Plate moulder	133.1

	Per Hour
Machine moulder—	cents
First six months	114.0
Second six months	117.9
Thereafter	121.7
Production core maker	113.4
Machine core maker	112.3

(ii) After one year's continuous service with the same employer a worker shall be paid two cents an hour in excess of the foregoing rates of wages."

(5) By deleting subclause (d) of clause 11 (Female Workers) and substituting therefor the following subclause:

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

	Per Week
	\$
Under 17 years of age	14.76
17 to 18 years of age	17.44
18 to 19 years of age	20.64
19 to 20 years of age	24.16

And thereafter \$32.00 per week

(ii) After one year's continuous service with the same employer an adult female worker shall be paid two cents an hour in excess of the foregoing rate of wages.

(iii) Part-time Workers—When the employer does not regularly require the services of a worker for the full period of 40 hours per week, he shall pay such worker pro rata the appropriate scale salary plus 10 per cent.

Where a worker is unable to accept full-time employment the employer shall pay pro rata the appropriate scale wage."

(6) By deleting subclause (b) of clause 12 (Boys and Youths) and substituting therefor the following subclause:

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

	Per Week
	\$
Under 17 years of age	18.40
17 to 18 years of age	21.48
18 to 19 years of age	25.32
19 to 20 years of age	29.68

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

(7) By inserting after clause 1 the following new clause:

"UNDERTAKING OF PARTIES

1A. The employers and the union agree that this award shall be administered in accordance with the true intent of its terms and provisions and will give each other fullest co-operation to the end that harmonious industrial relations may be maintained. It shall be the duty of each employer and his representatives, and the union, its representatives and any worker covered by the award, to comply with and abide by all the provisions of this award."

(8) By inserting after clause 8 the following new clause:

"SICK PAY

8A. (a) After 12 months' continuous service with the same employer a worker shall be entitled in each subsequent year of service to sick pay for up to 5 days calculated at the rate of his ordinary pay.

(b) Sick pay shall not be paid in respect of any statutory or award holiday for which the worker is entitled to full pay.

(c) The daily rate for sick pay shall be calculated according to the number of working days for which the worker's ordinary weekly pay is paid.

(d) Absence of one day only shall not be paid.

(e) A claim for sick pay shall be supported by a medical certificate.

(f) A worker shall ensure notice is given to the employer on the first day of absence due to illness.

(g) The employer shall also have the right to require the worker to produce additionally a medical certificate at the employer's expense from a doctor nominated by the employer."

(9) By deleting the date "12th day of July 1971" where it appears in the enacting sheet and clause 28 (Term of Award) and substituting therefor in each case the date "1st day of July 1971".

2. That this order shall come into force on the day of the date hereof, except that in so far as it relates to the rates of wages to be paid it shall be deemed to have come into force on the first day of the pay week in each establishment commencing on or after the 12th day of October 1970.

Dated this 12th day of November 1970.

(L.S.)

A. P. BLAIR, Judge.

MEMORANDUM

The following statement of the applicant parties is recorded at their request: "The rates of wages provided in this settlement reflect the intention of the parties that the new award wage rates and the actual rates paid in the industry should be in close proximity.

The union has agreed that it will not seek to maintain existing above award margins but will expect that when applying the new award wage rates to workers covered by the award, in any case where a worker would not receive an adjustment of 7 cents per hour in respect of an adult male worker, 6 cents per hour for an adult female worker or 5 cents per hour for a junior worker on his current paid rate, that an actual adjustment of 7 cents, 6 cents or 5 cents respectively per hour be made as an accepted 'pass on'.

Employers bound by this award shall have the right to offset against the new wage rates and service allowance prescribed by this award any above award payments, including service allowances, and bonus payments, previously paid.

The union also acknowledges the employers' right to amend or withdraw any piecework or premium bonus system operating at the date of coming into force of this award."

A. P. BLAIR, Judge.