
(90.) OTAGO METAL WORKERS.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1900"; and in the matter of an industrial dispute between the Otago Metal-workers' Assistants' Industrial Union of Workers (hereinafter called "the union") and the following employers: The Dunedin Engineering Company; Stevenson and Poole, Castle Street, Dunedin; Stevenson and Poole, Wellis Street, Dunedin; A. and T. Burt, Cumberland Street, Dunedin; Cossens and Black, Bond Street, Dunedin; Reid and Gray, Princes Street, Dunedin; J. Faulkner, Castle Street, Dunedin; J. Mann, Stuart Street, Dunedin; McGregor and Co., Stuart Street, Dunedin; Wilkinson, Callon, and Sons, Lower Stuart Street, Dunedin; J. Johnson and Sons, Kelvin Street, Invercargill; Southland Engineering Company, Dee Street, Invercargill; Schlaadt Bros., Cumberland Street, Dunedin; Barningham and Co., George Street, Dunedin; J. Sparrow, Rattray Street, Dunedin; Shacklock and Co., Princes Street, Dunedin; Brindslay and Co., Cumberland Street, Dunedin; Gardner and Co., Port Chalmers; Morgan and Cable, Port Chalmers; J. Fowler, Mosgiel (hereinafter called "the employers").

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 repre-

sentatives, 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 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 observe 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 the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 1st day of September, 1901, and shall continue in force until the 1st day of September, 1903.

In witness whereof the seal of the Court of Arbitration hath been hereunto put and affixed, and the President of the Court hath hereunto set his hand, this 26th day of August, 1901.

THEO. COOPER, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

1. *Hours of Labour.*—The recognised hours of work shall be forty-eight per week, made up as follows: Eight hours and three-quarters for first five days of the week, and four hours and a quarter on Saturdays. Daily division of hours to be arranged in each establishment. One hour to be allowed for meals if practicable.

2. *Night-workers.*—The hours for night-workers to be similarly arranged in each establishment, one hour to be allowed each night for meals when two shifts are worked; when three shifts are worked, meal-time as may be found practicable.

3. *Rate of Pay.*—All labourers, except those hereinafter mentioned, shall be paid not less than 11d. per hour. "Labourers" include all tradesmen's assistants, strikers, and yard-men.

4. Men employed as holders-up on furnace or flanging boiler work, and not coming within the class of workers provided for in the boilermakers' award, to receive 1s. per hour, and 1s. 2d. per hour when on stokehole or tank work, or holding up in riveting on board ship.

5. *Machinists.*—It shall be a sufficient compliance with the provisions of clause 13 of the award bearing even date herewith made by the Court in the matter of a dispute between the United Boilermakers and Iron-ship Builders' Union of Workers and the employers therein mentioned if the machinists engaged as workmen under such award are members of the Otago Metal-workers' Assistants' Union, provided that the said union do, in the manner provided by clause 14 of that award, lodge a list of all members of such union competent to act as machinists under clause 6 of the said boilermakers' award.

6. *Overtime.*—All time worked beyond the time above mentioned shall be paid for as overtime at the following rates: Time and a quarter for the first two hours, and thereafter time and a half, with double time on all holidays and Sundays. No overtime shall be charged for any necessary repairs to employer's plant and machinery in workshops caused by breakdown of the machinery.

7. *Holidays.*—The following holidays shall be observed: New Year's Day, Good Friday, Easter Monday, the King's Birthday, Labour Day, Christmas Day, and Boxing Day.

8. *Incompetent Workmen.*—Any workman who is not considered capable of earning the minimum wage shall be paid such less sum as shall from time to time be agreed upon in writing between such workman and the president and secretary of the union; and, in default of such agreement, as shall from time to time be fixed in writing by the Chairman of the Conciliation Board upon the application of the workman upon twenty-four hours' notice to the secretary of the union, who shall have an opportunity of being heard by the Chairman.

9. *Detail Disputes.*—Any dispute arising out of matters dealt with herein shall be referred to a conference between the secretary of the union and the employer or his agent, and in case of difference shall be settled by the Chairman of the Board.

10. That the employers in employing labour shall not discriminate against members of the union, and shall not, in the engagement or dismissal of their hands or in the conduct of their business, do anything directly or indirectly for the purpose of injuring the said union.

The foregoing paragraphs 1 to 10 (both inclusive) embody the terms, conditions, and provisions referred to in the foregoing award, and are thereby and hereby declared to be incorporated in and to form part thereof.

In witness whereof the seal of the Court of Arbitration of New Zealand hath been hereunto put and affixed, and the President of the Court hath hereunto set his hand, this 26th day of August, 1901.

THEO. COOPER, J., President.

Re No. 90.—OTAGO METAL-WORKERS.—OPINION OF CHAIRMAN OF BOARD.

In the Otago and Southland Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1900"; and of an award between the Otago Metal-workers' Industrial Union of Workers and certain employers.

I AM asked to decide certain questions which have arisen between the parties, and have been treated as "detailed disputes." It may be open to question whether these are detailed disputes, as they involve important questions as to the interpretation of the award which, it seems to me, would be more fitly decided by the Court in test cases; but as the parties have concurred in asking me to decide them I do so, but desire to point out that if they are not such questions as ought to be decided by me my decision does not bind the parties.

"1. Does the award apply to non-union men?"

The award is in terms expressed to be "between the union and the members thereof and the employers and each and every of them," and it has been argued that it leaves it open to the employers to pay lower wages or otherwise give less favourable terms to non-union men. I think, however, that this is covered by section 87, subsection (3), of the Act. It clearly binds non-union men, and the question is whether it binds masters in relation to non-union men. I think that it was in order to effect this that the Legislature used the words "also shall extend to and bind," &c. Had it intended to affect the men only the word "bind" would have sufficed. The Board in this case, in Rule 10 of its recommendations, expressly provided that when union and non-union men worked together they should receive equal pay, and I was at first inclined to think that the Court in dropping this sentence had intended a different result; but while such a clause is necessary in an industrial agreement, and consequently in a Board's recommendations, it is, if I am right in my view of subsection (3), unnecessary in the case of an award. The circumstance that in the boilermakers' award and in other cases the Court had inserted such a clause is inconclusive.

"2. Is a boy coming on as a striker to receive full wages?"

The award contains no reference to boys, and I see no reason why employers should be forced to pay them men's wages. The question arises in this case, as in others, as to when a boy becomes a man. I do not profess to be able to settle this otherwise than by reference to the standard usually adopted—viz., on attaining the age of twenty-one. Apparently the attention of the Court was not directed to this question.

"3. Whether Rule 4 ought to be interpreted as describing three or two classes of men?"

In the former case men employed as holders-up on dredge-ladder work should be treated as holders-up. Apparently plausible

reasons were given for either view, but that which is strictly in accordance with the grammatical structure of the sentence is consistent with the rule as a whole, and I think that it is preferable to one which involves straining or even altering the phraseology of the award. I accordingly hold that the rule only describes two classes of men.

"4. What is the extent of the application of Rule 5?"

The question was put to me in a somewhat different form—viz., "How far Rule 5 touches on machines mentioned in our statement?" If I have rightly understood the question, I can best answer it in this way: Rule 13 of the boilermakers' award is a rule giving preference to members of that union in the terms usually adopted by the Court. Rule 14 supplements this by requiring an "employment-book" to be kept. By Rule 5 of the award now under consideration it is provided "that the said union do, in the manner provided by clause 14 of that award, lodge a list of all members of such union competent to act as machinists under clause 6 of the said boilermakers' award." We must now look to that award, and to clause 6 of that award, to see what machinists may obtain exemption from membership of that union by belonging to this. This confines the class to men in charge of punching-machines, hydraulic and other riveting-machines.

"5. Is the labourer employed to take the patterns to the pattern-store and moulding-shop a metal workers' assistant entitled to 11d. per hour?"

I think that he is. He is a constant and necessary assistant to the patternmaker, whom I hold to be a metal-worker, even though he may not handle metal. These may not be very clear reasons for paying this man so high a wage, but the Court has not excluded him from the operation of Rule 3, and I think that he is within it.

Dated at Dunedin, this 28th day of October, 1901.

FREDK. CHAPMAN, Chairman.