

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT.

(1652.) DUNEDIN RANGE-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, 1908”; and in the matter of an industrial dispute between the Dunedin Range-workers’ Industrial Union of Workers (hereinafter called “the union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”):—

Brinsley and Co., Dunedin.

Barningham and Co., Dunedin.

H. E. Shacklock and Co. (Limited), Dunedin.

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 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 7th day of September, 1908, and shall continue in force until the 31st day of December, 1910.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 21st day of August, 1908

W. A. SIM, Judge

SCHEDULE.

Hours of Work.

1. The number of working-hours per week shall not exceed forty-eight (48), four and a quarter only to be worked on Saturday, and not more than eight and three-quarters ($8\frac{3}{4}$) hours ordinary time to be worked on any one day.

Overtime and Holidays.

2. (a.) Extra time may be worked when required, and shall be paid for as overtime at the rate of time and a quarter for the first two hours, and time and a half afterwards.

(b.) Double time shall be paid for all work done on Saturday afternoon, Sunday, New Year's Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, and Christmas Day.

Wages.

3. The wages for range fitters and polishers shall be not less than 1s. 3d. per hour, and for body-fitters and machinists not less than 1s. 1d. per hour.

Travelling-time.

4. Any worker employed to work at a distance from his employer's shop shall be paid for his time until he returns to the shop.

Boys.

5. Boys may be employed in the proportion of not more than one to every two journeymen fully employed during the previous six months, and they shall be paid not less than the following wages

per week : For the first year, 7s. 6d. ; for the second year, 12s. 6d. ; for the third year, 17s. 6d. ; for the fourth year, £1 2s. 6d. ; and for the fifth year, £1 10s.

Under-rate Workers.

6. (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 Chairman of the Conciliation Board for this district, or such other person as the Court may from time to time appoint for that purpose, and such Chairman or person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Chairman or other person may think fit to consider after hearing such evidence and argument as the union and such worker shall offer, and upon granting such a permit such Chairman or person shall forward notice thereof to the Inspector of Factories.

(b.) Such permit shall be for such period not exceeding six months as such Chairman or person shall determine, and after the expiration of such period shall continue in force until fourteen 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 Chairman or person shall think fit.

(c.) Notwithstanding the foregoing it shall be competent for a worker to agree 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 Factories 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.

Preference.

7. If and so long as the rules of the union shall permit any person of good character and sober habits, who is or has been working as a range-worker, to become a member of the union upon payment of an entrance fee not exceeding 5s., upon his written application, without ballot or other election, and so to continue upon payment of subsequent contributions, whether payable weekly or not, not exceeding 6d. per week, employers shall employ members of the union in preference to non-members, provided there are members available equally competent with non-members to perform the particular work required to be done, and ready and willing to undertake it.

8. The union shall keep in some convenient place, within one mile of the Chief Post-office in the City of Dunedin, a book, to be called "the employment-book," wherein shall be entered the names and exact addresses of all members of the union for the time being out of employment, with a description of the particular occupation in which each such member claims to be proficient, and the names, addresses, and occupations of every employer by whom such member shall have been employed during the preceding one year. Immediately upon such member obtaining employment a note thereof shall be entered in such book. The executive of the union shall use their best endeavours to verify all the entries contained in such book, and the union shall be answerable as for a breach of this award in case any entry therein shall in any particular be wilfully false to the knowledge of the executive of the union, or in case the executive of the union shall not have used their best endeavours to verify the same. Such book shall be open to every employer without fee or charge at all hours between 8 a.m. and 5 p.m. on every working-day except Saturday, and on that day between the hours of 8 a.m. and noon. If such book shall be kept at the Labour Department Office, then the same shall be open for inspection during office hours. If the union shall fail to keep the employment-book in manner prescribed by this clause, then, and in such case and so long as such failure shall continue, any employer may engage any person, whether a member of the union or not, to perform the particular work required to be done, notwithstanding the foregoing provisions. Notice by advertisement in the *Otago Daily Times* and *Evening Star* newspapers, published in Dunedin, shall be given by the union of the place where such employment-book is kept, and of any change in such place.

9. Employers shall not, in the engagement or dismissal of their workers, discriminate against members of the union, nor in the conduct of their business do anything for the purpose of injuring the union, whether directly or indirectly.

Scope of Award.

10. This award shall apply only to employers carrying on business as range-manufacturers within a radius of ten miles from the Chief Post-office in the City of Dunedin.

Term of Award.

11. This award shall come into force on the 7th day of September, 1908, and shall continue in force until the 31st day of December, 1910.

In witness whereof the Seal of the Court of Arbitration hath hereunto been put and affixed, and the Judge of the said Court hath hereto set his hand, this 21st day of August, 1908.

W. A. SIM, Judge.

MEMORANDUM

The only question between the parties in this dispute was as to wages, and these have been fixed by the Court.

The other provisions of the award are based on the industrial agreement made by the parties in 1903 (Book of Awards, Vol. iv, p. 89).

W. A. SIM, Judge.