

(2806.) DUNEDIN (TWENTY-MILE RADIUS) FARRIERS.—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 its amendments; and in the matter of an industrial dispute between the Dunedin and Suburban Farriers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

The Otago Coachbuilders, Blacksmiths, and Farriers' Industrial Association of Employers, Dunedin.

Alexander, Alexander, 30 Stafford Street, Dunedin.

Barnes, John, 492 Great King Street, Dunedin.

Barnes, Robert H., Portobello.

Barnes, Thomas J., Green Island.

Barr, James, 24 Anderson's Bay Road, Dunedin.
 Booth, John, Moray Place, Dunedin.
 Campbell, Robert, Mosgiel.
 Clark, Frank, 140 Main South Road, Caversham, Dunedin.
 Clearwater, John, Portobello.
 Cottle, James L. B., 826 Great King Street, Dunedin.
 Cramond, William, East Taieri.
 Driver, William, Wickliffe Terrace, Port Chalmers.
 Drumm, Patrick, 12 Manor Place, Dunedin.
 Edwards, George, Mosgiel.
 Feathers, Alexander, 164 Main Road, North-east Valley.
 Fraser, Patrick W., Outram.
 Gamble, Charles, East Taieri.
 Glenn, David, Vogel Street, Dunedin.
 Greenhill, Thomas, Cumberland Street, Dunedin.
 Holly, James W., McBride Street, South Dunedin.
 Hughes and Hughes, 27A Maclaggan Street, Dunedin.
 Hutton, William H., 12 Manor Place, Dunedin.
 Irvine, Alexander, East Taieri.
 Lind, John S., 337 Cumberland Street, Dunedin.
 Luke Bros., Anderson's Bay, Dunedin.
 McDonald, Alexander, Outram.
 McDonald Bros., Green Island.
 Meade, Charles, High Street, Musselburgh.
 Milligan, John F., Green Island.
 Mitchell, James B., 46 Great King Street, Dunedin.
 Moore, Ross, City Road, Roslyn.
 Pithead, Alfred, Allanton.
 Rapson, James B., Cameron Street, Caversham, Dunedin.
 Roberts, A., and Son, 584 Great King Street, Dunedin.
 Rochfort, John Henry, Evansdale.
 Smeaton Bros., Mosgiel.
 Smeaton, James, Ward Street, Dunedin.
 Walsh, Robert C., 120 King Edward Street, South Dunedin.
 Wilson, John, Waitati.

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, 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 19th day of May, 1913, and shall continue in force until the 19th day of May, 1915.

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 14th day of May, 1913.

W. A. SIM, Judge.

SCHEDULE.

Hours of Work.

1. The ordinary week's work shall not exceed forty-four hours. Not more than eight hours ordinary time, between the hours of 7 a.m. and 5 p.m., shall be worked on five days of the week, and not more than four hours on Saturday, between the hours of 7 a.m. and 12 noon, or on any other day usually observed in any district as the weekly half-holiday.

Wages

2. (a.) The minimum wage of farriers shall be 1s. 5d. per hour, and of floormen 1s. 2d. per hour.

(b.) Any farrier who acts as his own floorman shall be paid not less than 1s. 5d. per hour while so acting.

Overtime.

3. All time worked beyond the hours mentioned in clause 1 on any one day shall be overtime, and shall be paid at the rate of time and a quarter for the first hour, for the next two hours shall be paid time and a half, after which double time shall be paid up to 7 a.m.

Holidays.

4. (a.) The following days shall be observed as holidays: Christmas Day, Boxing Day, Good Friday, New Year's Day, 2nd

January, Easter Monday, Labour Day, the birthday of the reigning Sovereign, and Dunedin Cup Day from noon.

(b.) When any holiday shall be generally observed on another day than that prescribed hereby the provisions of this award shall apply to such substituted holiday.

(c.) Dunedin Cup Day shall be observed as a holiday only within a radius of fifteen miles from the Chief Post-office in the City of Dunedin.

(d.) Any work done on any of these holidays shall be paid for at the rate of double time.

Apprentices.

5. (a.) Any employer taking an apprentice to learn the trade shall be bound to undertake the duty which he agrees to perform as a duty enforceable under this award, and shall pay such apprentice not less than the undermentioned rates of wages, namely: For the first year, 10s. per week; for the second year, 17s. 6d. per week; for the third year, £1 2s. 6d. per week; for the fourth year, £1 10s. per week; for the fifth year, £1 17s. 6d. per week.

(b.) The period of apprenticeship shall be five years, but three months' probation shall be allowed the first employer of any apprentice to determine his fitness, such three months to be included in the period of apprenticeship, and the obligation of the apprentice to serve his employer shall be deemed to be a duty enforceable under this award.

(c.) At the end of the period of apprenticeship the employer shall give the apprentice a certificate to show that he has served his apprenticeship. Should the employer at any time before the termination of the apprenticeship wish for any reason to dispense with the service of the apprentice he shall give him a certificate for the time he has served, and procure him another employer carrying on business within a reasonable distance of the original employer's place of business, who shall continue to teach the apprentice, pay him the wages prescribed by this award according to the total length of time he has served, and generally to perform the obligations of the original employer.

(d.) An employer taking an apprentice shall give notice thereof and the name of the apprentice to the Inspector of Factories within one week after the expiration of the period of probation, and an employer transferring an apprentice to another employer shall similarly, within one week thereof, give notice of such transfer to such Inspector.

(e.) The proportion of apprentices shall be one to each shop, and an additional apprentice to every two tradesmen after the first two. When an apprentice has served five years and is given a fire an additional apprentice may be taken on.

Piecework.

6. Piecework shall not be allowed, except shoe-turning, which shall be paid 2s. 6d. a dozen for any shoes up to 14 in., and 3s. a dozen for shoes over 14 in.

Preference Clause.

7. (a) If any employer shall hereafter engage any worker who shall not be a member of the union, and who within two weeks after his engagement shall not become and remain a member of the union, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) Whenever an employer shall employ any worker who is not a member of the union he shall, within twenty-four hours thereafter, give notice in writing of such employment to the secretary of the union.

(c.) The foregoing provisions of this clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award to become a member of the union upon payment of an entrance fee not exceeding 5s., upon written or verbal application, without ballot or other election, and so to continue upon payment of subsequent contributions not exceeding 6d. per week.

Scope of Award.

8. The operation of this award is limited to the area lying within a radius of twenty miles from the Chief Post-office in the City of Dunedin.

Term of Award.

9. This award shall come into force on the 19th day of May, 1913, and shall continue in force until the 19th day of May, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 14th day of May, 1913.

W. A. SIM, Judge.

MEMORANDUM.

This award is based on the recommendation of the Council of Conciliation, which the employers in Dunedin agreed to accept. The employers in Invercargill refused to accept the recommendation. It was agreed that they should be struck out, and that the Court should limit the operation of the award to a specified area. This has been made the area within a radius of twenty miles from the Chief Post-office, Dunedin.

W. A. SIM, Judge.