

(4464.) DUNEDIN AND PORT CHALMERS SHIPWRIGHTS.—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 Port Chalmers United Shipwrights' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

McGregor, J., and Co. (Limited), Otago Foundry, Mason Street, Dunedin.

Miller Bros., boatbuilders, Beach Street, Port Chalmers.

Otago Harbour Board, Birch Street, Dunedin.

Port Chalmers Marine Repair Works, Port Chalmers.

Stevenson and Cook Engineering Company (Limited), Beach Street, Port Chalmers.

Union Steamship Company of New Zealand (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 30th day of October, 1916, and shall continue in force until the 30th day of October, 1918, and thereafter as provided by subsection (1) (d) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

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 18th day of October, 1916.

T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work.

1. The ordinary hours of work shall be from 8 a.m. to noon and from 1 p.m. to 5 p.m. on five days of the week, and from 8 a.m. to noon on Saturdays. All other time shall be classed as overtime. This clause shall not apply to seagoing shipwrights.

Rates of Wages.

2. (a.) The rate of pay for journeymen shipwrights or boat-builders employed on either new or repair work shall be 1s. 7d. per hour.

(b.) The rate of pay for seagoing shipwrights, so long as any such shipwright is borne on the articles of the ship or is standing

by the ship on seagoing wages during repair or overhaul, shall be—Chief or only shipwright, £11 per calendar month; and for assistants (where carried), £8 per calendar month.

(c.) The preceding paragraph shall apply only to shipwrights on ships the articles of agreement for which have been taken out in New Zealand.

Overtime.

3. (a.) All time worked beyond the time mentioned in clause 1 hereof shall be considered overtime, and shall be paid for as follows: Time and a half from the ordinary hour of ceasing work until midnight, and double ordinary time from midnight to the ordinary hour of commencing work next day.

(b.) All time worked on Sundays, Christmas Day, or Good Friday shall be paid for at double the ordinary rates, and time worked on any of the other holidays mentioned in clause 5 hereof shall be paid for at the rate of time and a half.

(c.) Subclauses (a) and (b) of this clause shall not apply to seagoing shipwrights, who shall be paid overtime at 1s. 6d. per hour when working at stock fittings or cargo work at sea or in port between 5 p.m. and 7 a.m.

Dirt-money.

4. (a.) Men employed repairing hoppers and doors of dredges in dry dock shall be paid 1s. 9d. per hour whilst so employed.

(b.) Any repair work done below the plates in stokeholds, engine-room, or tunnels shall be paid 1s. per day extra as dirt-money.

Holidays.

5. The following shall be the recognized holidays: New Year's Day, Good Friday, Easter Monday, Labour Day, King's Birthday, Christmas Day, Boxing Day, and Anniversary Day.

Travelling-time.

6. (a.) When journeymen shipwrights or boatbuilders are engaged at Port Chalmers and sent to work at Dunedin, or are engaged at Dunedin and sent to work at Port Chalmers, their return fares shall be paid, and time occupied in travelling at the ordinary rate of wages, one way only.

(b.) When the employers fail to notify the men on the previous day that they are required to work in Dunedin the sum of 1s. per meal shall be allowed during the time they are employed, but when notice is given on the previous day both journeymen and apprentices shall provide for their lunch. Other meals, if men are detained to work overtime, shall be paid for by the employer.

(c.) Journeymen or apprentices engaged at Dunedin or Port Chalmers to be employed at other ports shall be conveyed by their employer to and from such work free of charge, but once only during the continuance of such work. Time occupied in travelling

during the ordinary working-hours or on Sundays between 8 a.m. and 5 p.m. shall be paid for at ordinary rates.

(d.) Journeymen and apprentices while working at outports shall be provided by the company with suitable board and lodging.

Payment of Wages.

7. All wages shall be paid weekly on Fridays. Payments shall be made up to 5 p.m. on the previous Wednesday.

Apprentices.

8. (a.) The proportion of apprentices in the shipbuilding branch shall not exceed one to every three journeymen or fraction of the first three. The proportion of apprentices in the boatbuilding branch shall not exceed one apprentice to every journeyman employed in such branch: Provided that so long as these proportions are not exceeded boatbuilding apprentices may be employed in shipwright's work.

(b.) Any employer taking an apprentice to learn the trade shall be deemed 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, 15s. per week; for the third year, £1 per week; for the fourth year, £1 5s. per week; and for the fifth year, £1 15s. per week.

(c.) 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.

(d.) 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 services of the apprentice he shall give him a certificate for the time served and procure him another employer carrying on business within a reasonable distance of the original employer's place of business, who will continue to teach the apprentice, to 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: Provided that it shall not be obligatory upon an employer to find the apprentice another employer if he shall so misconduct himself as to entitle the employer to discharge him, but he shall give him a certificate for the time actually served.

(e.) An employer taking an apprentice shall give notice thereof and of 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.

(f.) An employer shall not be deemed to discharge his duty towards his apprentice if he fails to keep him at work owing to slackness of work, but such slackness may form a proper ground for transferring him to a master willing to undertake the responsibility of teaching him.

(g.) When an apprentice is discharged for cause the employer shall send notice of the discharge and of the cause thereof to the Inspector of Factories.

(h.) All time lost by an apprentice through his own default in any year of his apprenticeship shall be made up before such apprentice shall be considered to have entered upon the next succeeding year of his apprenticeship.

(i.) Youths under twenty-one years of age who have worked one or more years at their trade without being apprenticed may be employed as apprentices for the balance of the period of five years at not less than the wages herein provided.

Union Rules, &c.

9. None of the rules, regulations, or resolutions of the union shall in any way override or be inconsistent with any of the terms of this award, and in the event of there being any conflict between such rules, regulations, or resolutions and the terms of this award such rules, regulations, or resolutions shall be inoperative during the currency of this award.

Matters not provided for.

10. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at then such dispute shall be referred to the local Inspector of Awards, who may either decide the same or refer the matter to the Court. Either party dissatisfied with the decision of the Inspector of Awards may appeal to the Court upon giving written notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

Preference.

11. (a.) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within seven days after his engagement and remain such member, 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 equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) The provisions of the foregoing 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 of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

(c.) Whenever an employer shall employ a worker who is not a member of the union he shall within three days thereafter give notice in writing of such employment to the secretary of the union.

Application of Award.

12. This award shall not apply to any foreman.

Term of Award.

13. This award shall come into force on the 30th day of October, 1916, and shall continue in force until the 30th day of October, 1918.

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 18th day of October, 1916.

T. W. STRINGER, Judge.

MEMORANDUM.

The only substantial question submitted to the Court was as to wages, all other questions, except as to some minor details, having been settled before the Conciliation Council. In the opinion of the Court the evidence did not justify any alteration in the existing minimum rate of wages for journeymen, which is the same as that recently fixed by the Court in Wellington. Provision has, however, been made for payment of overtime to seagoing shipwrights in certain circumstances.

T. W. STRINGER, Judge.