

(4521.) NORTHERN DISTRICT (EXCEPT GISBORNE JUDICIAL DISTRICT) TINSMITHS AND SHEET-METAL WORKERS.—AWARD.

In the Court of Arbitration of New Zealand, Northern 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 Auckland Branch of the Amalgamated Society of Engineers' (including Brassfinishers, Tinsmiths, and Sheet-metal Workers) Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Tinsmiths.

- Adams, Edward, Te Awamutu.
 Ansell and Spencer, Sale Street, Auckland.
 Auckland Gas Company, Auckland.
 Balcke and Waddingham, Paeroa.
 Battson, Charles F., Waihi.
 Battson, H., Pollen Street, Thames.
 Bradley, S. J., Whangarei.
 Browning, George, Taumarunui.
 Bulcraig, W., Queen Street, Onehunga.
 Burt, A. and T., Customs Street West, Auckland.
 Callaghan, J., Lorne Street, Auckland.
 Chappel and Courtney, Wakefield Street, Auckland.
 Clark, George, Karangahape Road, Auckland.
 Clark, Lal., Whangarei.
 Conway, William, Tauranga.
 Cornes, Thomas, Te Mata.
 Cuthbertson, Robert, Kaitangata.
 Davies Bros., Tauranga.
 Dunn, Henry, Dargaville.
 Edwards Bros., Mount Eden Road, Auckland.
 Edwards, W. J., Mount Eden Road, Auckland.
 Fitness, H., Main Road, Birkenhead, Auckland.
 Fowler, F. and W., Elliott Street, Auckland.
 Fulljames and Son, Whangarei.
 Hale, S. and M., Rotorua.
 Hamilton Gas Company, Victoria Street, Hamilton.
 Hammond, J. E., and Co., Victoria Street, Hamilton West.
 Hardley Limited, Patteson Street.
 Hargraves, J., St. Paul Street, Auckland.
 Harkins and Moulden, Grey Street, Auckland.
 Harvey, A., and Sons, Albert Street, Auckland.
 Hitchcock, F., Gladstone Street, Auckland.
 Hunter, James, Papatoetoe.
 Inglis and Oram, Rutland Street, Auckland.
 Jenkinson, L., Lorne Street, Auckland.
 Keesing, H., Albert Street, Auckland.
 Larrit and Young, Te Kuiti.
 Lee, S., Chancery Lane, Auckland.

Tinsmiths—continued.

Latham and Hoffman, Jervois Road, Auckland.
 Lonergan, E., Queen Street, Auckland.
 McCaul, George, Wellesley Street, Auckland.
 Merrington, A., Victoria Street, Hamilton West.
 Miller, D. and J., Wellesley Street, Auckland.
 Morton and Collins, Hobson Street, Auckland.
 Nelson, W., Brown Street, Ponsonby.
 Palmer, P. J., Frankton Junction.
 Parker, A. J., Quay Street, Auckland.
 Parker, S., Southern Cross Ironworks, Alpha Road, Auckland.
 Paul, W., Dargaville.
 Peace, R., and Son, Shortland Street, Auckland.
 Petford, John, Albert Street, Auckland.
 Raynor, J. H., 15 Dundonald Street, Auckland.
 Simpson, W., Rolleston Street, Thames.
 Spraggon, John, Thames.
 Swales, J. W., Jervois Road, Ponsonby, Auckland.
 Teasdale, Matthew, Thames.
 Tudehope, R., Wellesley Street, Auckland.
 Volkner, John, Grey Street, Auckland.
 Waite and Edwards, Newton Place, Auckland.
 Walker, J. B., Hobson Street, Auckland.
 Webb, John, Opotiki.
 Young, D. J., Te Kuiti.

Coppersmiths.

Ashton, James, Whangateau.
 Auld, John, Manukau Road, Parnell.
 Ayers, F., Great South Road, Otahuhu.
 Blackwood Bros., Queen Street, Onehunga.
 Colonial Sugar Refinery Company, Chelsea.
 Conquer, H., Symonds Street, Auckland.
 Estall, M., Aitutaki.
 Evans, D., Paparoa.
 Ford, W., Mangawhare.
 Guming and Co., Taumarunui.
 Gutteridge and Pocock, Hamilton West.
 Hammond, John, Victoria Street, Hamilton.
 Hyauiason, D., Durham Street, Auckland.
 Jenkin, H., King Street, Arch Hill.
 Judd, Charles, Thames.
 Keyte, R., Bank Street, Whangarei.
 Lecky, J., Manukau Road, Parnell.
 McLean, A., Pollen Street, Thames.
 McVeagh and Bryne, Cambridge.
 Marks, F., Fitzroy Street, Onehunga.
 Matheson, A., 27 Vermont Street, Ponsonby.

Coppersmiths—continued.

Melton, H., 40 Summer Street, Ponsonby.
 Menzies, William, Customs Street and Fort Street, Auckland.
 Millar and Patterson, Customs and Fort Streets, Auckland.
 Monthieth, William, 13 Albert Street, Auckland.
 Moore, E. J., Coromandel.
 Phillips, Heald, and Smith, Hobson Street, Auckland.
 Randall, Leon, Aitken Terrace, Kingsland.
 Renshaw, W., Kopu.
 Rutter, Lionel, Cambridge.
 Stacey, C. J., Torere.
 Stonex and White, Wakefield Street, Auckland.
 Tisch, E., Hamilton.
 Tracy, G., Waiuku.
 Ward, P., Kawhia.
 Whisker and Smart, King Street, Newmarket.
 Wilkinson, A., Cambridge.
 Wilson, John, Short Street, Newmarket.
 Wilson, W. G., Dargaville.
 Woodhead, W., Remuera Road, Auckland.

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 as from the 1st day of December, 1916, and shall continue in force until the 30th day of November, 1918, and thereafter as pro-

vided 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 hereto set his hand, this 15th day of December, 1916.

____ T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work.

1. Forty-seven hours shall constitute a week's work, made up as follows—namely, from Monday to Friday inclusive eight hours and a half each day, and on Saturdays four hours and a half. Work shall cease at noon on Saturday: Provided that in places where the factory half-holiday is observed on a day other than Saturday that day shall be substituted for Saturday.

Overtime and Holidays.

2. (a.) All work done in excess of the hours mentioned in clause 1 hereof shall count as overtime, and shall be paid for at the rate of time and a quarter for the first two hours, time and a half thereafter up to 10 p.m., and double time between 10 p.m. and the ordinary time for commencing work next morning if worked continuously.

(b.) Workers required to commence work between the hours of 6 a.m. and the ordinary time for commencing work shall be paid at the rate of time and a quarter for such time.

(c.) For work done on Sunday, New Year's Day, Anniversary Day, Good Friday, Easter Monday, Labour Day, the King's Birthday, Christmas Day, or Boxing Day double time shall be paid.

(d.) No worker shall be required to work for more than six hours continuously without an interval for a meal.

Classes of Workers.

3. The following classes of labour shall be recognized—namely, journeymen, improvers, and apprentices.

Piecework.

4. Piecework shall not be permitted. Work shall not be sublet (labour only).

Rates of Wages.

5. The minimum wages for journeymen coppersmiths, sheet-metal workers, and tinsmiths shall be 1s. 4½d. per hour.

(a.) So long as the British Empire remains in a state of war with Germany and Austria or either of them, and for three months after the cessation of such war, there shall be paid to all adult workers except improvers coming within the scope of this award, in addition to the above-mentioned, a war bonus of 3s. per week.

(b.) The said war bonus shall also be paid by all employers to all adult workers except improvers now employed by them respectively in addition to the wages now being paid to such workers.

(c.) The above-mentioned war bonus shall not apply to any worker whose ordinary wages are £3 10s. or more per week.

(d.) Notwithstanding the foregoing clause the said war bonus may at any time during the currency of this award be continued either wholly or partially, or may be increased, as the Court, on the application of any party to the award or of its own motion, may determine.

Under-rate Workers.

6. (a.) Any worker who for any reason is considered incapable of earning the minimum wage 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 local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person may think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b.) Such permit shall be for such period, not exceeding six months, as such Inspector or other 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 and his employer by the secretary of the union requiring him to have his wages again fixed in manner prescribed by this clause: Provided that in the case of any worker whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other 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. It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(d.) 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.

Tools.

7. The employer shall supply all tools required, such tools to remain the property of the employer, and shall not be taken off the premises except with the permission of the employer.

Apprentices.

8. (a.) Any employer taking an apprentice to learn the trade shall be deemed to undertake the duty 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; for the fifth year, £1 15s. per week.

(b.) The period of apprenticeship shall be five years, but three months' probation shall be allowed the first employer of any ap-

prentice 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 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 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 obligation 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 covering the time actually served.

(d.) 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.

(e.) 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.

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

(g.) The proportion of apprentices to journeymen and working employers shall be one to every two or fraction thereof.

(h.) No deduction shall be made from the wages of an apprentice except for time lost through the worker's illness or default, or on account of the temporary closing of the factory for cleaning or repairing the machinery, and the apprentice shall make up such lost time before the following year of his apprenticeship shall be deemed to commence, and the total period of his apprenticeship shall be extended for a period equal to such lost time; but an apprentice working overtime shall have such time added to his ordinary time in calculating the respective years of his apprenticeship.

Improvers.

9. An apprentice after serving his apprenticeship may be employed as an improver at the rate of not less than 1s. 2d. per hour for one year after the expiration of his apprenticeship.

Suburban Work.

10. (a.) "Suburban work" means work performed by a worker at a distance of over two miles from his employer's place of business, but which does not come within the definition of "country work."

(b.) Workers shall be at the place where the work is to be performed at the hour appointed for the commencement of work, but if such place is distant more than two miles from the employer's office or place of business (or if he has no office or place of business then his residence) workers employed thereon shall be allowed and paid for time reasonably occupied in travelling to and from such work beyond the two miles, or they shall be conveyed to and from such work at the cost of their employers, but no worker residing less than two miles by a convenient mode of access for foot-passengers from the place where the work is to be performed shall be entitled to the allowances mentioned in this clause. All the time travelled beyond the first two miles shall be allowed for at the rate of four miles an hour.

Country Work.

11. (a.) "Country work" means work performed by a journeyman or apprentice which necessitates his lodging elsewhere than at his usual place of residence.

(b.) Any journeyman or apprentice employed upon country work shall be conveyed by his employer to and from such work free of charge, or his travelling-expenses going to and returning from such work shall be paid by his employer, but once only during the continuance of the work if the work is continuous and the journeyman or apprentice is not in the meantime recalled by his employer.

(c.) Time occupied in travelling shall be paid for at the ordinary rates, but no journeyman or apprentice shall be paid more than an ordinary day's wages for any day occupied by him in travelling, although the hours occupied by him may exceed eight, unless he is on the same day occupied in working for his employer.

(d.) Any journeyman or apprentice employed on country work shall be paid, in addition to his wages while employed on such work and to his overtime (if any) at the rate herein provided, a further sum of 2s. for every day whilst so employed, but the employer shall have the option of providing the journeyman or apprentice with suitable board and lodging in lieu of such payment.

(e.) Notwithstanding anything in this award contained any employer and his worker may agree that in respect of any specified country work the hours of work shall be other than those herein-before prescribed without payment of overtime, but so that not less than the minimum wages per hour prescribed in this award for ordinary work be paid to such worker.

Preference.

12. (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.

Matters not provided for.

13. Matters not provided for in this award, or any dispute that may arise in connection with the same, shall be settled between the particular employer concerned or his nominee, who shall be a practical tradesman in the particular branch of the trade in which the dispute occurs, and the secretary or president of the union, provided that either of them shall be a practical tradesman in the particular branch of the trade in which the dispute occurs, and in default of any agreement being arrived at then such matter shall be referred to the Conciliation Commissioner for the district for decision. Either party, if dissatisfied with such decision, may appeal to the Court upon giving written notice to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

Exemptions.

14. This award shall not apply—

- (a.) To workers solely engaged in the galvanizing of plain sheets up to No. 18 gauge, or in the manufacture of corrugated iron by means of a corrugating-machine, or to the manufacture of canisters and preserving-tins such as those used for packing fruit, meat, jam, fish, baking-powder, biscuits, tea, coffee, spices, &c.
- (b.) To workers engaged in charge of a guillotine machine or a machine for manufacturing spouting, ridging, down-pipes, or for curving iron, or who are engaged in soldering downpipes, lead-edged ridging, and flashing.

Scope of Award.

15. The portion of the industrial district which is within the Gisborne Judicial District is excluded from the operation of this award.

Term of Award.

16. This award shall come into force as from the 1st day of December, 1916, and shall continue in force until the 30th day of November, 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 15th day of December, 1916.

____ T. W. STRINGER, Judge.

MEMORANDUM.

This award embodies without alteration the recommendations of the Conciliation Council, which the parties agreed to accept. The only matter referred to the Court was the preference clause. The parties agreed that the award should operate as from the 1st December.

T. W. STRINGER, Judge.
