

**(6578.) OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT BRUSH AND BROOM TRADE EMPLOYEES.—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 Brush and Broom Trade Industrial Union of Workers (hereinafter called “the union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”):—

The Otago Brush Company (Limited), 133 Great King Street, 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, 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 hereinafter provided, and shall continue in force until the 4th day of January, 1923, 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 8th day of March, 1921.

[L.S.]

F. V. FRAZER, Judge.

## SCHEDULE.

*Hours of Work.*

1. The hours of work shall be forty-four per week. Eight hours shall be worked on each of five days of the week, from 8 a.m. to 5 p.m., with one hour off for lunch, and four hours on Saturdays, from 8 a.m. until noon.

*Overtime.*

2. Overtime for work done before the ordinary hour for commencing work or after the ordinary hour for ceasing work shall be paid on basic wage as follows: Time and a half for the first three hours, and thereafter double time until the ordinary time for commencing work next day if worked continuously.

*Holidays.*

3. Work done on Sundays, Christmas Day, Good Friday, and Labour Day shall be paid for at double-time rates. Work done on Boxing Day, New Year's Day, Easter Monday, and the birthday of the reigning Sovereign shall be paid for at time-and-a-half rates. In the case of weekly hands these rates shall be in addition to the weekly wage.

*Wages.*

4. (a.) First shaper hand, 2s. per hour; second shaper hand, 1s. 8d. per hour; wood-turner, 1s. 10d. per hour; brush-finisher, 1s. 10d. per hour; sawyer, 1s. 9d. per hour; all other adult male workers, 1s. 7d. per hour.

(b.) In addition to the wages above specified there shall be paid to such workers a bonus of 3 $\frac{3}{4}$ d. per hour unless and until the Court shall otherwise order.

(c.) *Junior Male Workers.*—Junior male workers shall be paid as follows: First six months, 15s. per week; second six months, 18s. per week; third six months, £1 1s. per week; fourth six months, £1 4s. per week; fifth six months, £1 7s. per week; sixth six months, £1 11s. per week; seventh six months, £1 15s. per week; eighth six months, £2 per week; ninth six months, 1s. per hour; tenth six months, 1s. 2d. per hour.

(d.) *Female Workers.*—Female workers shall be paid wages as follows: First six months, 15s. per week; second six months, 18s. per week; third six months, £1 1s. per week; fourth six months, £1 4s. per week; fifth six months, £1 7s. per week; sixth six months, £1 11s. per week; seventh six months, £1 15s. per week; eighth six months, £2 per week; and thereafter, £2 5s. per week.

(e.) In addition to the wages prescribed in subclauses (c) and (d) of this clause there shall be paid to female workers over the age of twenty-one years a bonus of 3s. 6d. per week, to all other weekly workers a bonus of 3s. per week, and to hourly workers a bonus of  $\frac{3}{4}$ d. per hour, unless and until the Court shall otherwise order.

*Piecework Rates.*

5. (a.) <i>Pan-work</i> :—				Knots.	s.	d.
Bristle or bristle-mixing ... ..	...	...	...	11	0	1
Hair or hair-and-fibre mixing ... ..	...	...	...	11	0	1
16 in. to 20 in. long ... ..	...	...	...	10	0	1
21 in. and over ... ..	...	...	...	9	0	1
All fibre up to 17 in. long... ..	...	...	...	12	0	1
All fibre 18 in. and over ... ..	...	...	...	11	0	1
Skirting or winged hair brooms or banisters	...	...	...	10	0	1
Bass centres, 1s. per dozen; brooms extra.						
Whisk or corn brooms or banisters... ..	...	...	...	9	0	1
Double banisters, carpet side ... ..	...	...	...	10	0	1
Double banisters, banister side ... ..	...	...	...	11	0	1
Bass brooms up to 17 in. long ... ..	...	...	...	12	0	1
Bass brooms 18 in. long and over ... ..	...	...	...	11	0	1
Cane face, 6d. per dozen extra.						
All cane, 1s. per dozen extra.						
Sanitary brushes ... ..	...	...	...	9	0	1
Turks' heads or Turks' banisters ... ..	...	...	...	9	0	1
Carpet-sweepers (each) ... ..	...	...	...	...	1	3
Sweeps' heads (each) ... ..	...	...	...	...	0	6
Street-rollers ... ..	...	...	...	11	0	1
Screen-rollers ... ..	...	...	...	11	0	1
Toy banisters, toy hearths, toy picture ... ..	...	...	...	10	0	1
All paint goods ... ..	...	...	...	9	0	1

The above rates include trimming, cleaning, flurting, blacking, and delivering completed work to warehouse.

Twenty-five per cent. shall be added in addition to the rates specified in clause 5 (a), also a bonus of 3d. per hour, unless and until the Court shall otherwise order.

(b.) <i>Boring pan-work, &amp;c., by hand</i> :—				Per 100 Holes.	
				s.	d.
Hair brooms, banisters, hearths, &c. ... ..	...	...	...	0	1
Skirting, hair brooms, and banisters ... ..	...	...	...	0	1 $\frac{1}{4}$
Skirting, ends only ... ..	...	...	...	0	1 $\frac{1}{2}$
Hair brooms 18 in. and over ... ..	...	...	...	0	1 $\frac{1}{4}$
Double banisters ... ..	...	...	...	0	1 $\frac{1}{2}$
Whisk or bass brooms and banisters ... ..	...	...	...	0	1 $\frac{1}{2}$
Bass or whisk brooms 18 in. and over ... ..	...	...	...	0	2
Screen stocks ... ..	...	...	...	0	1 $\frac{1}{2}$
Turks' heads or Turks' banisters ... ..	...	...	...	0	1 $\frac{1}{2}$
Sanitary brushes ... ..	...	...	...	0	1 $\frac{1}{2}$
Heater brushes ... ..	...	...	...	0	1 $\frac{1}{2}$
Street-rollers ... ..	...	...	...	0	2
Carpet-sweeper ... ..	...	...	...	0	1 $\frac{1}{2}$
Sweep-stocks ... ..	...	...	...	0	1 $\frac{1}{2}$
Porcupine and hair broom-ends, 1s. per thousand.					

(c.) If bored on patent machines, half above rates.

(d.) Ten per cent. shall be paid in addition to the rates specified in subclause (b) hereof.

		Per Dozen.	
		s.	d.
(e.) <i>Corn-brooms—Tying with Machine:—</i>			
No. 1—grass centres, no covers, two-lift ...	...	1	1
No. 2—shake out centres, no covers, two-lift ...	...	1	1
No. 3—all corn, no covers, two-lift, hurl spiral finish ...	...	1	3
No. 4—all corn, inside and covers ...	...	1	4
No. 5—all corn, inside and covers ...	...	1	6
No. 6—all corn, inside and covers, velvet and lock finish ...	...	1	7
No. 7—all corn, inside and covers, velvet and lock finish ...	...	1	8
No. 8—all corn, inside and covers, velvet and lock finish ...	...	1	10
No. 9—all corn, inside and covers, velvet and lock finish ...	...	1	11
L.J.S.—all corn, inside and covers, velvet and lock finish ...	...	1	8
L.J.L.—all corn, inside and covers, velvet and lock finish ...	...	1	11
Woolshed—all corn, inside and covers, velvet and lock finish ...	...	1	11
Toy brooms or whisks—			
Common ...	...	0	11
Medium ...	...	1	1
Good velvet finish ...	...	1	4
Superior ...	...	1	7
<i>Sewing with Machine:—</i>			
One line ...	...	0	2
Two lines ...	...	0	3
Three lines ...	...	0	4
Four lines ...	...	0	5
Five lines ...	...	0	6
Six lines ...	...	0	7
Seven lines ...	...	0	8

Twenty-five per cent. shall be paid in addition to the rates specified in the preceding subclause (e) hereof.

#### *Piecework.*

6. Work (other than that for which piecework rates are prescribed in this award) may be done by piecework, provided that the rates shall be such as will secure to a competent worker at least 10 per cent. more than the minimum rate provided by this award, plus any hourly or weekly bonus.

#### *Under-rate Workers.*

7. (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 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 shall 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 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 Inspector or other person shall think fit.

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

8. (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 fourteen 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.

#### *Certificate of Service.*

9. The employer shall furnish all workers with a certificate, upon the termination of service from any cause, showing the time served.

#### *Termination of Engagement.*

10. Twenty-four hours' notice of the termination of the service of the worker shall be given by the employer to the worker or by the worker to the employer.

#### *Matters not provided for.*

11. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer con-

cerned 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, if 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.

*Scope of Award.*

12. This award shall operate throughout the Otago and Southland Industrial District.

*Term of Award.*

13. This award so far as relates to wages shall be deemed to have come into force on the 4th day of January, 1921, and as to all other provisions as on the date hereof; and this award shall continue in force until the 4th day of January, 1923.

In witness whereof the seal of the Court of Arbitration hath been hereto affixed, and the Judge of the Court hath hereto set his hand, this 8th day of March, 1921.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

This award embodies without alteration the recommendations of the Conciliation Council, which the parties agreed to accept.

[L.S.]

F. V. FRAZER, Judge.

**(6579.) DUNEDIN (TWENTY-MILES RADIUS) PAINTERS AND DECORATORS.—ORDER AMENDING 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 the War Legislation and Statute Law Amendment Act, 1918; and in the matter of the Dunedin (Twenty-miles Radius) Painters and Decorators' award dated the 28th day of November, 1918, and recorded in Book of Awards, Vol. xix, p. 1082; and the matter of an order amending the said award dated the 11th day of June, 1920, and recorded in Book of Awards, Vol. xxi, p. 809.

UPON reading the application of the union party to the said award filed herein on the 17th day of November, 1920, and upon hearing the duly appointed representatives of the said union and of the employers parties to the said award, this Court, having regard to