

## (7370.) OTAGO AND SOUTHLAND 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 its amendments; and in the matter of an industrial dispute between the Dunedin Branch of the Amalgamated Engineering Union (including Brassfinishers, Copper-smiths, and Range-workers, Cycle and Motor Mechanics, Tinsplate and Sheet-metal Workers) Industrial Union of Workers (hereinafter called “the union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”):—

Barningham and Co. (Limited), Rangemakers, 325 George Street, Dunedin.

Brinsley, Richard, and Co. (Limited), Rangemakers, 321 Cumberland Street, Dunedin.

Shacklock, H. E. (Limited), Rangemakers, Princes 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, 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 a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 3rd day of January, 1923, and shall continue in force until the 31st day of March, 1924, and thereafter as provided by sub-

section (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 affixed, and the Judge of the Court hath hereunto set his hand this 20th day of December, 1922.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

*Hours of Work.*

1. The number of working-hours per week shall not exceed forty-four. Eight hours shall be worked on five days of the week, between the hours of 7.30 a.m. and 5 p.m.; and on Saturday four hours shall be worked, between 7.30 a.m. and noon.

*Overtime and Holidays.*

2. (a.) All time worked in excess of the hours mentioned in clause 1 hereof on any one day shall be deemed to be overtime, and shall be paid for at the following rates: For the first three hours, time and a half, and thereafter double time.

(b.) The following rates shall be paid for work done on the under-mentioned holidays: Saturday afternoon, time and a half; and for Sundays, New Year's Day, 2nd January, Good Friday, Easter Saturday, Easter Monday, King's Birthday, Labour Day, Christmas Day, Boxing Day, and Anzac Day double time shall be paid.

*Wages.*

3. (a.) The minimum rate of wages to be paid for the following classes of workers shall be: For ashpan, funnel, and register makers, range fitters and polishers, shall be 1s 11 $\frac{3}{4}$ d. per hour; and for grinders and body-finishers, not less than 1s. 10 $\frac{1}{4}$ d. per hour.

(b.) All wages shall be paid on dismissal of worker, or when a worker leaves of his own accord.

*Dirty Work.*

4. Any worker employed on old or dirty repair-work shall be paid 3d. per hour, or portion of an hour, above rates prescribed.

*Sanitary and other Conveniences.*

5. (a.) Employers shall provide proper sanitary conveniences; also proper provisions shall be made for lockers for workers' clothes, also a sufficient supply of boiling water at meal-times, and reasonable provision made for heating workshops.

(b.) All firms who do electroplating, buffing, polishing, and grinding work shall take all possible means for abating the dust nuisance.

*Outside Work.*

6. (a.) For all work done outside the employer's establishment the employer shall pay the fare of the worker both ways. When a worker is employed at such a distance that he is unable to return to his home at night, suitable board and lodging shall be found at employer's expense.

(b.) Travelling-time shall be paid for at ordinary rates, but not to a greater amount than eight hours in a day.

(c.) When a worker is employed at country work at such a distance that he is unable to return to his home at night, he shall be paid overtime rate for all work done in excess of the hours prescribed in clause I hereof.

(d.) When a worker has to travel by steamer, saloon fares shall be provided.

*Accidents.*

7. (a.) A St. John Ambulance first-aid compressed kit shall be kept in a convenient and accessible place in every works, also convenience for a supply of hot water at short notice.

(b.) A suitable ambulance first-aid outfit shall be available for any worker to take when employed on outside work.

*Boys.*

8. Boys may be employed in the proportion of not more than one to every two journeymen fully employed during the previous six months, and shall be paid not less than the following rates of wages: For the first year, £1 per week; for the second year, £1 5s. per week; for the third year, £1 10s. per week; for the fourth year, £1 15s. per week; for the fifth year, £2 5s. per week.

*Shop-steward.*

9. After notification by the union any employer coming within the scope of this award shall give recognition to any worker who is appointed as shop-steward for the particular department in which he is employed.

*Preference.*

10. (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 9d. per week.

*Under-rate Workers.*

11. (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.

*Scope of Award.*

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

*Term of Award.*

13. This award shall come into force on the 3rd day of January, 1923, and shall continue in force until the 31st day of March, 1924.

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 20th day of December, 1922.

[L.S.]

F. V. FRAZER, Judge.

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MEMORANDUM.

The wages clause has been settled in accordance with the corresponding clause in the former award. In other respects the award follows the recommendations of the Conciliation Council, which the parties agreed to accept.

[L.S.]

F. V. FRAZER, Judge.

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