

(8075.) OTAGO AND SOUTHLAND TINSMITHS AND SHEET-METAL 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 and Allied Trades Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Andco Limited Dunedin.
 Barningham and Co. (Limited), George Street, Dunedin.
 Blackwood, R., and Son, Lawrence.
 Brinsley and Co. (Limited), Jutland Street, Dunedin.
 Briscoe and Co. (Limited), Birch Street, Dunedin.
 Brown, Charles A., Tyne Street, Oamaru.
 Burk, J. and A., Dunedin.
 Burt, A. and T. (Limited), Dunedin; Invercargill.
 Christie, J. and T., Dunedin.
 Coxon, George, Balclutha.
 Cuthbertson, H., Kaitangata.
 Davidson, H. A., Plumber, Dunedin.
 Dickinsons Limited, Princes Street, Dunedin.
 Doran, G. H., Oamaru.
 Douglas, H. S., and Co., Dunedin.
 Dunn Bros (Limited), Gore.
 Dyer, George, and Co., Dunedin.
 Falconer, Charles C., Owaka.
 Farra Bros. (Limited), Dunedin.
 Ferguson, R. C., Gore.
 Foster, J. S., South Dunedin.
 Foster, W. S., and Co., Dunedin.
 Frederick, J. A., Kelvin Street, Invercargill.
 Frye, F. P., South Road, Caversham, Dunedin.
 Gersow, R. W., Queenstown.
 Gibson, William, Humber Street, Oamaru.
 Hall, J., and Sons, Plumbers, Dunedin.
 Henderson, T. G., Plumber, Milton.
 Jenkins, C. S., and Co. (Limited), Plumbers, Dunedin.
 Lewisham, F. J., Plumber, Dunedin.
 Love Bros., Plumbers, Port Chalmers.
 McCulloch, A., Coppersmith, Carroll Street, Dunedin.
 MacDonald and Connell, Plumbers, Dunedin.
 McNab Bros., Plumbers, Lawrence.
 McRobie, Nesbit, Deveron Street, Invercargill.
 Methvens Limited, Coppersmiths, Dunedin.
 Moir, J. B., Kelvin Street, Invercargill.
 Moister, J. H., Tapanui.

Morrison and Warren, Plumbers, Dunedin.
 Mutch, J. T., Plumber, Bluff.
 Ogilvie, J., and Son, Thames Street, Oamaru.
 Peterson, A., Plumber, Tay Street, Invercargill.
 Philp, H. E., Plumber, Riverton.
 Portman and McBride, Plumbers, Dunedin.
 Price, E. G., Plumber, South Dunedin.
 Race, E. J., Plumber, Queenstown.
 Robinson, W. J., Plumber, Riverton.
 Ross, H., and Co., Plumbers, South Dunedin.
 Ross, H. J. M., King Street, Dunedin.
 Shacklock, H. E. (Limited), Dunedin.
 Sheddon, George, Plumber, Balclutha.
 Sheehan and Brown, Plumbers, Invercargill.
 Shirrefs, W. W., Plumber, Tay Street, Invercargill.
 Smith and Hope, Plumbers, South Invercargill.
 Speirs, R. G., Plumber, Invercargill.
 Speirs, R. G., Plumber, Otautau.
 Summers, Mark, Plumber, Winton.
 Tansley, H. J., Plumber, Winton.
 Tempro, F., Plumber, Hull Street, Oamaru.
 Thomson and Brown, Princes Street, Dunedin.
 Tidey, A., Plumber, Cromwell.
 Union Steamship Company (Limited), Port Chalmers.
 United Trading and Manufacturing Company (Limited), Gorton
 Street, Gore.
 Waddell, H., Woodlands.
 Walker, R., Plumber, Dunedin.
 Watson, George A., Plumber, Mataura.
 White, A. J., Plumber, North-east Valley, Dunedin.
 Wilkins Limited, Tay Street, Invercargill.
 Wilson, J. M., and Sons, George Street, Dunedin.
 Wilson, James, Plumber, 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 as hereinafter provided, and shall continue in force until the 9th day of January, 1927, 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 affixed, and the Judge of the Court hath hereunto set his hand, this 7th day of February, 1925.

[L.S.]

____ F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. Forty-four hours shall constitute a week's work, of which eight hours shall be worked on five days of the week and four hours on Saturday; to be worked between the hours of 7.30 a.m. and 5 p.m. on five days of the week, and between the hours of 7.30 a.m. and noon on Saturdays.

Night Shifts.

2. (a.) A "night shift" shall mean a shift of eight hours worked between the ordinary time of leaving off work in the evening and starting of work in the morning. One day and one night shift only shall be worked during each twenty-four hours. Should any worker be required to work on any night shift for less than three nights in succession, he shall be paid for such work at overtime rates.

(b.) Workers engaged on night shift shall be paid 3s. per shift extra if working on three or more consecutive nights.

(c.) Any worker having worked all night and day, and being required to continue working on into the next night, shall be paid double-time rates for all such time worked.

Holidays.

3. (a.) For work done on Sunday, Christmas Day, New Year's Day, 2nd January, Good Friday, Easter Saturday, Easter Monday, Sovereign's Birthday, Labour Day, Boxing Day, and Anzac Day double time shall be paid.

(b.) Notice of closing down for the Christmas holidays shall be placed in a conspicuous place at least three days before the holidays.

Overtime.

4. (a.) All work done outside of or 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 half for the first four hours, and thereafter double time until the ordinary time for commencing work next morning if worked continuously, with the exception of intervals for meals.

(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 half for such time.

(c.) Any worker who may work continuously until after the cessation of public wheeled traffic, and who may cease work before the ordinary time of starting, shall be paid for time travelling to his home, computed on three miles per hour at ordinary rates of pay.

(d.) No worker shall be required to work more than five hours continuously without a meal.

(e.) No worker shall work continuously for more than twenty-four hours, including meal-times, except by mutual agreement between the worker and his employer.

(f.) Any worker having worked all day and night, and being required to continue working on into the next day, shall be paid double-time rates for all such time worked.

(g.) Any worker having worked all day and having continued to work until after midnight shall be given eight hours off or be paid at double rates for all time worked on the second day.

(h.) Meal-money: Employers shall allow meal-money at the rate of 1s. 6d. per meal when workers are called upon to work overtime after 6 p.m., provided that such workers cannot reasonably get home to their meals.

(i.) Supper and crib time when working overtime shall be paid for.

Classes of Workers.

5. The following classes of labour shall be recognized—viz., journeymen, improvers, and apprentices.

Wages.

6. (a.) The minimum wage for journeymen sheet-metal workers and tinsmiths shall be 2s. 2d. per hour.

(b.) Workers employed on oxy-acetylene and electric welding shall be paid 1s. per day extra.

Improvers.

7. An apprentice after having served his apprenticeship may be employed as an improver at the rate of not less than 2s. 0½d. per hour for one year after the expiration of his apprenticeship.

Payment of Wages.

8. (a.) All wages shall be paid weekly not later than Friday, and within ten minutes of knocking off work.

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

Piecework.

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

Outside Work.

10. (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 lodgings shall be found at the 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 rates for all work done in excess of the hours prescribed in clause 1 hereof.

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

Accidents.

11. (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.

Sanitary and other Conveniences.

12. (a.) It shall be the duty of the employer to provide suitable lockers wherein the employees may keep their clothes, good ventilation, and proper sanitary arrangements; also a sufficient supply of boiling water at meal-hours.

(b.) An employer shall provide reasonable facilities for supplying warmth for men working in the workshop in cold weather.

Access to Workshops and Shop Stewards.

13. The union secretary or any person duly appointed shall be allowed access to any works at any time for the purpose of interviewing any worker coming within the scope of this award upon business connected therewith, or the employer shall give recognition to any worker who is appointed shop steward for the particular department in which he is employed.

Tools.

14. 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 by permission of the employer.

Matters not provided for.

15. 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 and the secretary or president of the union, and in default of any agreement being arrived at, then such matter shall be referred to the Inspector of Awards for decision. Either party, if dissatisfied with such decision, 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.

16. (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 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 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.

(c.) Employers, when requested by the secretary of the union, shall supply a list of the workers employed within the scope of this award. Such list shall not be supplied more often than once in each month.

Under-rate Workers.

17. (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 Awards 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.

Exemptions.

18. (a.) This award shall not apply to workers (1) solely engaged 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 fruits, jam, fish, baking-powder, biscuits, tea, coffee, spices, &c. ; (2) solely engaged in charge of a guillotine machine for manufacturing spouting, ridging, downpipes, lead-edged ridging, and flashing.

(b.) The provisions of this award shall not apply to employers carrying on business as plumbers and bound by the Plumbers' award for the time being in force in the district, if and so long as they do not employ workers at work covered by this award except such as is customarily done by plumbers in the ordinary course of their business as plumbers.

Scope of Award.

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

Term of Award.

20. This award, in so far as it relates to wages, shall be deemed to have come into force on the 9th day of January, 1925, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 9th day of January, 1927.

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 7th day of February, 1925.

[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.