

(10332.) OTAGO AND SOUTHLAND METAL-WORKERS'
ASSISTANTS.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the undermentioned persons, firms, and companies (hereinafter called “the employers”):—

Barningham and Co., Foundrymen, George Street, Dunedin
Blyth, Peter, Blacksmith, Winton
Booth, Macdonald, and Co., Ltd., Engineers, Invercargill
Burt, A. and T., Ltd., Engineers, Cumberland Street, Dunedin
Chambers, John, and Son, Ltd., Engineers, Stuart Street, Dunedin
Chandler, H. L., Engineer, Otautau
Checketts, W., and Son, Engineers, Levin Street, Invercargill
Christie, J. and T., Metal-workers, 222 George Street, Dunedin
Cossens and Black, Ltd., Engineers, Crawford Street, Dunedin
Crittall Manufacturing Co. (N.Z.), Ltd., Birch Street, Dunedin
Currie, A. L., and Co., 21 Thomas Burns Street, Dunedin
Davies, George W., and Co., 99 Maclaggan Street, Dunedin
Dunedin and Kaikorai Tramway Co., Ltd., 12 Octagon, Dunedin
Dunedin City Corporation, Octagon, Dunedin
Dunedin Engineering and Steel Co., Ltd., Willis Street, Dunedin
Dunn Bros., Ltd., Irwell Street, Gore
Farra Bros., Ltd., Metal-workers, Tewsley Street, Dunedin
Faulkner, J. and W., Bedstead-makers, Castle Street, Dunedin
Gore Implement Exchange, 14 Medway Street, Gore
Hay, Jabez, and Co., Engineers, Ythan Street, Invercargill
Hayes, E., and Son, Engineers, Oturehua
Hunter, G. R., Engineer, Thames Street, Oamaru

James, R., and Co., Blacksmiths, Hope Street, Dunedin
 Johnston Bros., Engineers, Bluff
 Johnston, J., and Sons, Blacksmiths and Engineers, Leet Street, Invercargill
 Kenny, Clyde, and Co., Ltd., 277 Moray Place, Dunedin
 Langmuir and Co., Ltd., Engineers, 31 Leith Street, Invercargill
 Leech, Turner, Ltd., Engineers, 106 King Street, Dunedin
 McGregor, J., and Co., Ltd., Engineers, Mason Street, Dunedin
 McQuarrie, D., and Co., Blacksmiths, Tay Street, Invercargill
 McRobie, W. D., Blacksmith, Tay Street, Invercargill
 Mann, J., Engineer, Castle Street, Dunedin
 Manson, G. and J., Engineers, Princes Street South, Dunedin
 Martin, Robert M. V., Engineer, Winton
 Methven, G., and Co., Engineers, Anderson's Bay Road, Dunedin
 Millis, R., and Son, Ltd., Engineers, 19 Bath Street, Dunedin
 Morrison, A., and Co., Engineers, 304 Moray Place, Dunedin
 Moss and Watt, Engineers, 252 King Street, Dunedin
 Newberry, Walker, Ltd., Foundrymen, Thomas Burns Street, Dunedin
 Nicholson, J., Engineers, Bluff
 Niven, J. J., and Co., Ltd., Engineers, 401 Moray Place, Dunedin
 North Otago Engineering Co., Ltd., Tyne Street, Dunedin
 Otago Harbour Board, Dunedin
 Oamaru Harbour Board, Harbour Street, Oamaru
 Port Chalmers Marine Repair Works (Union Steamship Co., Ltd.), Port Chalmers
 Price, Charles T., Engineer, Maclaggan Street, Dunedin
 Radiation (N.Z.), Ltd., Jutland Street, Dunedin
 Reid and Gray, Ltd., Engineers, Burnside
 Reid, Ernest, Engineer, Thames Street, Oamaru
 Scott, J. and A. P., Ltd., Engineers, Leith Street, Dunedin
 Scurr, T., Ltd., Engineers, 329 Cumberland Street, Dunedin
 Shacklock, H. E., Ltd., Engineers, Princes Street South, Dunedin
 Shiels, Jenkins, and Co., Engineers, Dee Street, Invercargill
 Smith, Alex., and Co., Engineers, Ranfurly
 Sparrow, J., and Sons, Ltd., Engineers, Rattray Street, Dunedin
 Stevenson and Cook Engineering Co., Ltd., Beach Street, Port Chalmers
 Storrle, Willett, Ltd., Implement-makers, Yarrow Street, Invercargill
 United Trading and Manufacturing Co., Gordon Street, Gore
 Watson, J. E., and Co., Ltd., Implement-makers, Tay Street, Invercargill
 Wilkins and Co., Engineers, Tay Street, Invercargill
 Wilkinson, Callon, Ltd., Engineers, Tewsley Street, Dunedin
 Wilson and Wilson, Tool-makers, St. Andrew Street, Dunedin
 Wilson Bros., Engineers, Leet Street, Invercargill

and the Otago Metal-workers' Assistants' Industrial Union of Workers (hereinafter called "the union").

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 28th day of November, 1932, and shall continue in force until the 28th day of November, 1933, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

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 16th day of November, 1932.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. (a) Forty-four hours shall constitute a week's work. No worker shall be required to work more than eight hours in any one day except Saturday, nor more than four hours on Saturday without payment of overtime : Provided that if the circumstances of any business require the working of the forty-four hours on five days of the week, up to eight hours and forty-eight minutes may be worked each day without the payment of overtime.

(b) Shifts may be worked as required by the employer, provided that, where shifts are worked, eight hours on any day except Saturday, and four hours on Saturday, shall constitute a full shift. Workers working shifts shall be paid for each afternoon shift 9d. and for each night shift 1s. 3d. in addition to their ordinary pay.

Holidays.

2. (a) For work done on Sundays, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Christmas Day, and Boxing Day time and a half rates shall be paid.

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

(c) Notwithstanding the provisions of clauses 1 and 3 of this award, if the employees in any case desire to make up the time which ordinarily they would lose on account of the closing of the works for any holiday period, and arrange with their employer to make up such time, any time worked in excess of the ordinary daily hours for this purpose shall not entitle the worker to overtime payment.

Overtime.

3. (a) Overtime shall be worked as required by the employer. For all time in excess of eight hours in any one day except Saturday or four hours on Saturday, workers shall be paid overtime at the rate of time and a quarter for the first two hours and thereafter time and a half until the ordinary time of commencing work each day.

(b) Any worker having worked continuously for twenty-four hours except for intervals for meals shall not be required to continue working without his consent. If he does continue working he shall be paid double rates for all time worked on the second day.

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

If a conveyance is provided for the worker by his employer he shall not be entitled to payment for travelling-time. For the purpose of this award "public wheeled traffic" shall mean trams, buses, trains, or ferries ordinarily used by workers travelling to and from their work.

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

(e) Meal-money: When a worker is required to work overtime in excess of one hour beyond the ordinary time for his ceasing work he shall be allowed meal-money at the rate of 1s. 3d. per meal, provided that he cannot reasonably get home for a meal in the time allowed and he has not been notified on the previous day that he would be required to work overtime. At Port Chalmers the meal allowance shall be 1s. 6d.

Wages.

4. (a) The following shall be the minimum rates of wages to be paid to the following classes of workers, namely:—

	Per Hour.	
	s.	d.
Cupola-furnacemen	1	8
Machinists	1	7
Blacksmith's striker	1	7
Steel sash, lift, and grill workers	1	6½
Adult workers after three years' continuous experience in sash, lift, and grill work	1	8
Repair work on ships and marine-boiler work	1	7
Implement-assemblers	1	6½
Oxy-acetylene electric welders on steel sash, lift, and grill work, or on work of a like nature	1	7½
All other workers	1	6½

(b) All wages shall be paid weekly and on Friday, and within ten minutes of knocking off work. In the event of a holiday falling on a Friday, wages shall be paid on the Thursday.

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

Wages (Boys and Youths).

5. Boys and youths engaged in the trade shall receive the following rates of pay:—

	Per Week.		
	£	s.	d.
First year	0	15	0
Second year	1	2	6
Third year	1	10	0
Fourth year	1	17	6
Fifth year.. .. .	2	5	0

Provided that any worker who on completion of five years' service is under the age of twenty-one years may be employed at the rate of 1s. 3d. per hour until he reaches that age. The workers mentioned in clause 5 shall be deemed to be weekly workers, and no deduction shall be made from their weekly wages except for absence through sickness, accident, default, or any other cause over which the employer has no control.

Female Employees.

6. Female workers may be employed under the conditions laid down in the award for male workers, subject to the following special conditions:—

(a) Hours of work: The hours of work shall be forty-four per week. A recess period of ten minutes shall be allowed and paid for during every morning and afternoon.

(b) Night shift : Women shall not be employed on night shift.

(c) Work and operations upon which female labour may be used : Viewing and examining, light drilling, light riveting, tapping or screwing, light milling or grinding, light lathe-work, light presswork, assembling, soldering, painting and spraying, packing, coremaking.

(d) Wages : Wages shall be those prescribed in the Factories Act, or as agreed upon, but in no case less than those prescribed by the Factories Act.

(e) Wages shall be paid weekly, but, subject to the provisions of the Factories Act relating to deductions from wages, only time worked shall be paid for.

(f) Conveniences : The employer shall provide the following :—

- (i) Overalls and caps, which shall be laundered by the employers.
- (ii) Work-seats, which shall be used wherever possible.
- (iii) Reasonable facilities for supplying warmth in cold weather.
- (iv) Lockers wherein clothes may be kept.
- (v) Boiling water at meal-times and for washing purposes.

Dirty Work.

7. (a) Any worker employed at the following work shall be paid 1s. per day extra as dirt-money : Under lower platform in engine-rooms and stokeholds, in confined spaces about ships' boilers, or between ship's side or bunker bulkhead and boilers, or between top of boiler and deck ; repairing smokebox doors, uptakes, and inside funnels ; working inside furnaces, back ends and through manholes ; all repairs inside bunkers ; all repairs inside ballast-tanks ; overhauling winches, traction-engines, locomotives, and undergear of tramcars ; operating sand-blasting machines.

(b) A "day" shall mean any portion of the twenty-four hours a worker may be employed at that work.

Salvage Work.

8 (a) Each salvage job shall be considered on its merits by representatives of employers and employees, and the rate of pay awarded accordingly.

(b) In case of a disagreement arising as to any matter under this clause it shall be the duty of the employers and employees to take all necessary steps to effect a settlement without delay, and, pending such settlement, there shall be no delay in commencing salvage operations.

(c) Failing a settlement as provided in subclause (b) hereof, the dispute shall be referred to a Committee consisting of three representatives of the union and three representatives of the employers, and if they fail to reach an agreement they shall appoint an independent chairman, who shall have a casting-vote.

Sanitary and other Conveniences.

9. (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 and for washing at knock-off times. "Suitable lockers" means lockers in which clothes may be hung up.

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

(c) Employers, in workshops where electroplating, buffing, polishing, and grinding work in connection therewith are performed, shall install suitable suction plants and fans.

(d) It shall be the duty of the shop foreman to keep all passages clear at casting-time.

Light and Shelter.

10. (a) In all cases where artificial light is required in or on dock or ship work, electric light shall be supplied where available; and proper shelter shall be provided and erected in wet weather, and also proper staging.

(b) Flares may be used with the consent of the workers.

Heat and Cold.

11. (a) Any worker required to work in any compartment or confined space where the heat exceeds 110 degrees Fahrenheit shall be paid, in addition to the rate of wages to which he is entitled for the time at which the work is performed, a special heat rate computed at ordinary-time rates for the time he is so employed.

(b) No worker shall be compelled to work in any space where the temperature has been raised to above 150 degrees.

(c) Workers engaged in freezing-chambers where the temperature is below 30 degrees shall be paid 3d. extra per hour while so engaged.

(d) The person in charge of the job and a representative of the workers shall determine and certify to the temperature of any place for the purpose of this clause of the award.

Access to Workshops and Shop Steward.

12. With the consent of the employer first obtained, 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.

Travelling-time between Port Chalmers and Dunedin.

13. (a) When workers are engaged at Port Chalmers and sent to work at Dunedin, their return fare shall be paid, also time occupied in travelling at ordinary rates.

(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. 3d. per meal shall be allowed during the time they are employed, but when notice is given on the previous day, workers shall provide for their lunch. Other meals, if the men are detained to work overtime, shall be paid for by the employer.

(c) Workers 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 ordinary working-hours or on Sundays between 8 a.m. and 5 p.m. shall be paid at ordinary rates.

Outside Work.

14. (a) For outside work the employer shall pay the fare of the worker both ways. When the worker is employed at such work that he is unable to return to his home at night, suitable board and residence shall be provided 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 the day.

(c) Where 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 at overtime rates for all work done in excess of the hours prescribed in clause 1 hereof.

(d) When a worker is required to travel by coastal steamer, first-saloon fares shall be provided; when travelling by train, second-class fares shall be provided.

(e) Workers required to travel by boat or train shall have meals provided by the employer in all cases where meals are not included in the fare.

Accidents.

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

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

Matters not provided for.

16. If a dispute shall arise between the parties to this award upon any matter arising out of or in connection with the award and not specifically dealt with therein, it shall be referred to a committee comprised of three representatives of the union and three representatives of the employers, with an independent chairman, for decision. The decision of a majority of this committee shall be binding. If no decision can be arrived at either party may refer the matter to the Court.

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.

Preference.

18. (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. The provisions of this subclause relating to the dismissal of workers shall apply, with equal effect, to any worker coming within the scope of this award engaged since the 18th day of November, 1929, but before the coming into force of this award, who is not a member of the union during the currency of this award.

(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 6d. per week, and such fines as may be lawfully imposed on

him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being more than three months in arrear, without reasonable excuse, in his contributions to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his contributions, and £1 for misconduct at a meeting of the union.

Exemptions.

19. With the exception of clause 18, nothing in this award shall apply to workers employed in the porcelain-enamelling department of any employer bound by this award, in respect of whom the following provisions shall apply:—

(a) Adult male workers shall work shifts of eight hours each, including half an hour crib-time, and shall be paid not less than 1s. 7d. per hour.

(b) All time worked in excess of eight hours shall be paid for at the rate of time and a quarter for the first two hours and time and a half thereafter.

(c) Workers employed on sand-blasting machines shall be paid 1s. per shift extra as dirt-money.

(d) Youths may be employed in this department at the rates of wages prescribed in clause 5 of this award, provided they are not required to work in excess of the hours prescribed in clause 1 (a) without payment of overtime.

Scope of Award.

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

Term of Award.

21. This award shall come into force on the 28th day of November, 1932, and shall continue in force until the 28th day of November, 1933.

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 16th day of November, 1932.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The only matter referred to the Court was the date of the coming into force of the award. In all other respects the award embodies the recommendations of the Conciliation Council, which the parties agreed to accept.

F. V. FRAZER, Judge.