

WESTLAND INDUSTRIAL DISTRICT.

(10339.) WESTLAND PLUMBERS AND GASFITTERS.—AWARD.

In the Court of Arbitration of New Zealand, Westland 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”):—

Bonifacio, F., Plumber, Broadway, Reefton,
 Bucknell, W., Plumber, Palmerston Street, Westport,
 Corporation Gasworks, Queen Street, Westport,
 Costello, W., Plumber, Herbert Street, Greymouth,
 Gemmell, R., Plumber, Adderley Street, Westport,
 Greymouth Gasworks, Chapel Street, Greymouth,
 Hart, J., Contractor, Greymouth,
 Heinz, E. P., Plumber, 51 Mackay Street, Greymouth,
 Hocking and Coxall, Plumbers, Broadway, Reefton,
 Hokitika Gas Co., Stafford Street, Hokitika,
 Jackson and McGirr, Plumbers, Werita Street, Greymouth,
 Kelly, J., Plumber, Palmerston Street, Westport,
 Morgan and Risk, Plumbers, Palmerston Street, Westport,
 Shannon, W. H., Plumber, Revell Street, Hokitika,
 Sharman, S., Plumber, Greymouth,
 Westport Borough Council, Palmerston Street, Westport,

and

The Greymouth Plumbers and Gasfitters' 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 as hereinafter provided and shall continue in force until the 30th day of June, 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 7th day of December, 1932.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. Except as hereinafter provided, the hours of work shall be forty-four per week, and shall be worked from 8 a.m. to 5 p.m. on every week-day except Saturday, and on Saturday from 8 a.m. to noon. One hour shall be allowed for dinner on each day except Saturday, but an employer may agree with his workers to allow not less than half an hour for dinner so that the work shall cease between 4.30 p.m. and 5 p.m.

Wages.

2. The minimum rate of wages for plumbers and gasfitters shall be 2s. per hour.

Payment of Wages.

3. (a) All wages shall be paid in cash weekly, not later than Friday, within working-hours, either on the works or at the employer's workshop.

(b) In the event of Friday being a holiday, wages shall be paid under the same conditions as set out in subclause (a) hereof on the day preceding the holiday.

(c) When a worker is discharged or leaves at any time other than the ordinary pay-time for the week he shall be paid without delay all wages due to him at the time of his dismissal or time of leaving, as the case may be.

Overtime.

4. (a) Overtime shall be worked as required by the employer. All time in excess of eight hours in any one day or four hours on

the day of the usual half-holiday shall be paid for at the rate of time and a quarter for the first four hours and thereafter time and a half until the ordinary time of commencing work next day.

(b) Any worker having worked continuously for twenty-four hours except 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) When any worker is working overtime and is unable to reach his home by the usual public means of travelling his employer shall provide a conveyance.

(d) No worker shall be required to work more than five hours continuously without the usual meal hour time being allowed.

Suburban Work.

5. Conditions relating to suburban work shall be such as shall be mutually agreed upon between the employer and employees.

Country Work.

6. (a) Should a worker be required by his employer to proceed to work in the country at such a distance from his usual place of employment that he is unable to return to his usual place of abode on the same day the employer shall either provide such worker with suitable board and lodging, or, in lieu thereof, pay him an additional sum of 5s. net per day for each working-day.

(b) Any worker employed on 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 worker is not in the meantime recalled or discharged by the employer, or returns in consequence of sickness or accident requiring medical attention and contracted during the course of his employment, except in case of accident occurring in circumstances not incidental to the employment.

(c) When the work is situated less than fifty miles from the employer's place of business the worker shall be refunded his return railway fare to and from the place of engagement once every four weeks during the continuance of the work.

(d) When the work is situated over fifty miles from the employer's place of business the refund shall be made once in each three months.

(e) Time occupied in travelling shall be paid for once each way at ordinary rates, but no worker shall be paid more than an ordinary day's wages for any working-day occupied by him in travelling, although the hours occupied may exceed eight, unless he is on the same day occupied in working for his employer: Provided that any worker who is called upon to travel more than four hours on a Saturday shall be paid for eight hours.

(f) Notwithstanding anything herein contained, an employer and his workers may agree in writing that in respect of any specified country work the hours of work shall be other than those hereinbefore prescribed without payment of overtime.

Holidays.

7. (a) The recognized holidays shall be New Year's Day, Good Friday, Easter Monday, Labour Day, Christmas Day, and Boxing Day, and tradesmen's picnic day or such other day as may be substituted therefor.

(b) Work done on Sundays, Good Friday, Christmas Day, or Anzac Day shall be paid for at double rates.

(c) Work done on any of the other holidays mentioned herein shall be paid for at time and a quarter rates.

Notice of Leaving or Dismissal.

8. In case of dismissal, except for misconduct, of any worker or of any worker leaving of his own accord, not less than two hours' notice shall be given on either side. Any moneys due at such time shall be paid without delay.

Tools.

9. (a) Employers shall provide journeymen with soldering-bolts, pipe-fitting tools, metal-pots, springs, hack-saw blades, mandrels, and files. Journeymen shall find all other tools required for their work, including pipe-fitting tongs up to 1 in. pipes. All tools shall be returned in good condition, reasonable wear-and-tear excepted, or they shall be paid for by the employees. Lamps shall be kept in good repair by the employer.

(b) Where work is done elsewhere than at the place of business of the employer he shall provide, when necessary, upon the premises where the work is to be done a properly secured place for the tools of the employer and the employee.

Dirty Work and Special Working-conditions.

10. (a) Workers employed outside the shop repairing hot-water services at boiler or between boiler and cylinder where top plate or covering of range has to be removed, cleaning septic tanks, or clearing drains or soil-pipes, shall be paid 1s. 6d. per day extra.

(b) *Ships.*—Any worker employed at dirty work, such as under lower platform of engine-room, or in bilges, or confined spaces about the ship's boilers (that is to say, between ship's sides and boilers), between bulkhead and back end of single-ended boilers, or in tunnels, or in tanks, or cleaning or repairing choked scupper pipes, shall be paid 1s. 6d. per day extra as dirt-money. On all ships carrying crude oil in bulk workers required to work in the tank-holds, or on

pipes where the workers are necessarily in contact with crude oil, shall be paid 2s. 6d. per day in addition to the ordinary rates of wages.

(c) Any worker working with pumice, charcoal, or silicate in connection with insulation work in any confined or unventilated space, or where the air is impregnated with the dust of any of these materials, or employed where recent fumigation has occurred, or in freezing-chambers or in cool storage where the temperature is 40 degrees or less, shall be paid 3d. per hour higher rates of wages whilst so employed, and shall be allowed ten minutes spell after two hours have been worked continuously without any reduction of wages.

(d) Any worker required to work in any compartment or confined space where the heat exceeds 120 degrees Fahrenheit shall be paid his ordinary time rates in addition to the rates otherwise payable to him. No worker shall be compelled to work in any place where the temperature has been raised above 150 degrees.

(e) All bosun-chair work shall be paid for at the rate of 1s. per day extra.

(f) The "day" for the purpose of this award shall mean any portion of the twenty-four hours a worker shall be employed at that work.

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 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.

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. 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 16th day of May, 1927, 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 1s. 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.

Meal-money.

13. In the case of workers who cannot reasonably journey to and from their homes for meals being called back to work after 6 p.m. on any day the employer shall provide them with a meal or, at the employer's option, pay each such worker 1s. 6d. tea-money.

Interpretation.

14. "Plumbing-work" shall be deemed to mean and include plumbers lead-burning; ship's plumbing; all sanitary work; gas-fitting; hot- and cold-water fitting; hot-water and heating apparatus; fixing of roofing, spouting, down-pipes, gutters, gulleys, and flashings in any metal; iron drain-pipes and vents to any house or building: Provided that this definition shall not operate to prevent any engineer

from doing any work in connection with the fitting of hot-water or heating apparatus, or to prevent a carpenter from fixing any corrugated-iron roofing.

Scope of Award.

15. This award shall operate throughout the Westland Industrial District.

Term of Award.

16. This award, in so far as it relates to wages, shall be deemed to have come into force on the 4th day of November, 1932, 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 30th day of June, 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 7th day of December, 1932.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The only matter referred to the Court related to under-rate workers. In other respects the award embodies the recommendations of the Conciliation Council, which the parties agreed to accept.

F. V. FRAZER, Judge.
