

CANTERBURY INDUSTRIAL DISTRICT.

(10351.) CANTERBURY TRACTION AND STATIONARY ENGINE-DRIVERS, FIREMEN, ETC.—AWARD.

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

Akaroa County Council, Akaroa
Allison, Contractor, Sockburn
Andrews and Beaven, Moorhouse Avenue, Christchurch
Andrews, J. C., Waikuku
Aulsebrook and Co., Ltd., St. Asaph Street, Christchurch
Blackball Coal Co., Ltd., Lyttelton
Blackwells Ltd., Kaiapoi
Borthwick, Thomas, and Son, Ltd., 94A Hereford Street, Christchurch
Bowron, G. L., and Co., Tanners, Woolston
Brightling, J., Contractor, Cashel Street, Christchurch
British Pavements, Ltd., 196 Hereford Street, Christchurch
Brown's Highbury Laundry, 51 Peterborough Street, Christchurch
Burns, C., Steam Laundry, Brown Street, Timaru

Canterbury By-products Co., Ltd., Sockburn
 Canterbury Farmers' Co-operative Association, Merchants, Timaru
 Canterbury Frozen Meat and Dairy-produce Co., Belfast, Fairfield,
 Pareora, and 178 Hereford Street, Christchurch
 Cereal Foods, Ltd., Byron Street, Sydenham, Christchurch
 Cerebus Soap Factory, Madras Street, Christchurch
 Cheviot County Council
 Chivers Ltd., St. Asaph Street, Christchurch
 Christchurch Brick Co., Brickworks-proprietors, St. Martins
 Christchurch City Council, Christchurch
 Christchurch Gas Co., Ltd., Christchurch
 Christchurch Tramway Board, Christchurch
 Cox, H. J., Contractor, Division Street, Riccarton
 Crown Brewery Co., Ltd., Antigua Street
 Crumm Bros., and Dyhrberg, Contractors, Ashburton
 Cullen, F., Contractor, Greendale
 Dominion Compressed Yeast Co., Ltd., Antigua Street
 Duncan, P. and D., Ltd., Agricultural-implement Makers, Tuam Street
 Feron, P., Fishmonger, 303 Moorhouse Avenue
 Frew, E., Contractor, Greendale
 Gibbs, F., Threshing-mill Owner, Balcairn
 Gudsell Bros., Contractors, Winchester
 Harkness, W. S., Contractor, Timaru
 Harris, H. R., Fellmonger, Washdyke, Timaru
 Harrison, W., Contractor, Dorie
 Hill, Walter, Tanner, Woolston
 Hole and Co., Contractors, Cathedral Square, Christchurch, and at
 Timaru
 Homebush Brick and Coal Co., Ltd., 178 St. Asaph Street
 Jackson and Co., Contractors, Timaru
 Jamieson, J. and W., Ltd., Contractors, Colombo Street
 Kaiapoi Borough Council, Kaiapoi
 Kaiapoi Woollen Co., Kaiapoi
 Kempthorne, Prosser, and Co. (New Zealand Drug Co., Ltd.), Hornby
 Kirk, H. B., Brickmaker, Timaru
 Lane, Walker, and Rudkin, Ltd., Woollen-manufacturers, Montreal
 Street, Christchurch, and Ashburton
 Lewisham Private Hospital, Bealey Avenue
 Lorimer and Barker, Sawmillers, Culverden
 Lucas Bros., Engineers, Kilmore Street
 Lyttelton Borough Council, Lyttelton
 Lyttelton Harbour Board, Lyttelton
 Macartney, T., Farmer, Methven
 Maddren and Co., Ltd., Rope-manufacturers, Madras Street
 Manning and Co., Ltd., Brewers, Lower High Street
 Marshall, J., Sawmiller, Glentunnel
 Mauger, J., Chaff-cutter, Methven,
 McCarthy, P., Contractor, Highbank
 McDonald, T., Fellmongery Proprietor, Waikuku
 McEvedy, Contractor, Southbridge
 McLaren, W. A., and Co., Ltd., Engineers, St. Asaph Street
 McLaughlan, J., Contractor, Lakeside
 Melhuish, J. J., Saucemaker, Wilson's Road, Woolston
 Mitchell, J. M., Furniture Factory, Colombo Street
 Moore, Alan, Drainage Contractor, Richardson Terrace, Woolston
 Mount Torless Collieries Co., Ltd., West End Chambers, Hereford Street
 New Zealand Refrigerating Co., Ltd., Islington, Smithfield, 159 Here-
 ford Street
 Nicholls, W., Fellmongery-proprietor, Belfast

Niven, J. J., and Co., Ltd., Agricultural-implement Makers, Colombo Street
 North Canterbury Hospital Board, Riccarton Road
 North Canterbury Sheep-farmers' Freezing Co., 89 Hereford Street
 Nugget Polish Co., Ferry Road, Woolston
 Otley, C. E., Ltd., Sawmillers, Madras Street, Christchurch
 Peppers Ltd., Furniture-makers, Hastings Road, Sydenham
 Pheloung, G. T., Drainage Contractor, 9 Cambridge Terrace
 Preddy, G., Contractor, Temuka
 Progress Brick Co., Hillsborough, Christchurch
 Rangiora Brewery Co. (George Cudby), Rangiora
 Riccarton Borough Council, 189 Clarence Road, Riccarton
 Robson and Son, Wool-scourers, Avonside
 Roud, G. J., and Son, 242 Ferry Road, Christchurch
 Sanitarium Health Food Co., Factory, Papanui
 Scott Bros., Ltd., Engineers, Manchester Street
 Scott, R., Contractor, Balcairn
 Smart and Sons, Contractors, Milton Street, Sydenham
 Smith and Sons, Timber-merchants, Ashburton
 Smith, D., Contractor, Kirwee
 Smith, H., Ltd., Engineers, Norwich Quay, Lyttelton
 South Canterbury Dairy Co., Timaru
 South Canterbury Woollen Co., Timaru
 St. Leonard Sawmilling Co., Culverden
 Taylor, C., and Co., Dyers and Cleaners, 57 Kilmore Street
 Union Sawmill Co., Sawmillers, 537 Colombo Street
 Victoria Brewery Co., Ltd., Waltham Road, Sydenham
 Vincent, A., Contractor, Wilson Street, Timaru
 Waimakariri Harbour Board, Kaiapoi
 Waimari County Council, Papanui Road
 Wallace and Cooper, Ironfounders, Timaru
 Ward and Co., Ltd., Brewers, Kilmore Street
 Wardell Bros., Merchants, Cashel Street
 Warner's Hotel Co., Ltd., Cathedral Square
 Werner, A., and Co., Engineers, Doyleston
 White Star Brewery, Ltd., Kaiapoi and Christchurch
 Wilson and Walls, Contractors, Tinwald

and the Canterbury Traction and Stationary Engine-drivers and Firemen 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 1st day of January, 1933, and shall continue in force until the 30th day of June, 1934, 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 20th day of December, 1932.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. (a) The week's work shall not exceed forty-eight hours. A day's work shall not exceed eight and three-quarter hours exclusive of the time necessarily occupied by any worker in getting up steam for the machinery in the factory or works in which he shall be employed. Each employer shall, subject to the provisions of the Factories Act, 1921-22, be entitled to arrange such hours of work according to the exigencies of his particular business, and such hours may be worked in shifts either by day or night.

(b) The ordinary hours of work for engine-drivers, firemen, and greasers employed in any factory, works, or industry in which the hours of work are fixed by an award or industrial agreement shall be the same as those observed by the other workers in such factory, works, or industry, but shall not exceed forty-eight hours in any one week, exclusive of the time necessarily occupied in getting up steam for the machinery.

(c) In cases where three shifts are worked men employed in shifts shall change weekly in turn. In cases where two shifts are worked daily men employed in shifts may agree for shifts to change in turn.

(d) Where two or more shifts are worked on seven days in a week, a week's work shall not exceed seven shifts of eight hours each.

(e) Workers who work seven shifts on seven days per week shall be paid 9d. per shift above the ordinary rates for all shifts so worked.

(f) Workers who work six shifts per week shall be paid at ordinary rates for all such shifts worked, including Sundays and holidays.

(g) This clause shall apply only to industries regularly working seven days in each week for at least six months in each year.

Overtime.

2. (a) Any time worked in any one day in excess of the hours observed under clause 1, subclauses (a) and (b) hereof, shall be paid for at the rate of time and a quarter for the first three hours and time and a half thereafter, except time occupied in getting up steam, which shall be paid for at ordinary rates.

(b) Where an engine-driver or fireman is required to stand by his engine during meal-hour he shall be paid for such time at ordinary rates. Such meal-time shall not be counted in the daily or weekly hours prescribed in clause 1.

(c) When any worker is required to work overtime to repair any breakdown of machinery necessarily causing the stoppage of the factory or works, ordinary rates shall be paid for such work.

Traction-engines.

3. (a) In the case of traction-engine drivers any employer of such may agree with his men that the hours of work shall be other than those hereinbefore prescribed. All time worked in excess of nine hours in any one day shall be paid for at overtime rates as prescribed in clause 2 (a) hereof: Provided that the limit of hours to be worked in any one day before overtime is payable shall in the case of the Christchurch City Councils' quarries, Halswell, be extended to twelve hours: Provided further that all time worked in excess of forty-eight hours (exclusive of time necessarily occupied in getting up steam) in any week shall be paid for at overtime rates.

(b) Where an engine-driver is required to stand by his engine during meal-hour he shall be paid for such time at ordinary rates.

(c) Owners of traction-engines, while same are used in agricultural work or processes, may contract with their drivers for payment at tonnage or piecework rates irrespective of the hours worked on any day, but so that not less than the wages herein prescribed for drivers of traction-engines shall be paid to such drivers.

Holidays.

4. (a) The recognized holidays shall be: New Year's Day, Easter Monday, Good Friday, Sovereign's Birthday, Labour Day, Christmas Day, and Boxing Day (where generally observed).

(b) Except in the case of youths, payment shall not be made for these holidays except for work done on such days, in which case work done on Christmas Day, Good Friday, Anzac Day, or Sundays shall be paid for at double rates, and work done on any of the other holidays mentioned in this clause at the rate of time and a quarter.

(c) In the case of factories or works the drivers of engines shall be entitled to the holidays given by any award or industrial agreement affecting the factory, or, in the cases where there is no award or industrial agreement affecting the same, to any holiday generally observed in the factory whereby the same ceases to work. For work done on such holidays the rate of overtime shall be at the rate (or relative rate) of overtime payable to workers governed by such award or industrial agreement, but in no case less than time and a quarter.

(d) Subclauses (a), (b), and (c) of this clause shall not apply to any workers coming within the provisions of this award in respect of work required to be done in connection with the preparation or publication of any morning, afternoon, or evening newspaper, or to workers on shift-work.

(e) Seven days' holiday per annum on full pay shall be granted to workers engaged on shift work who have been in the employer's service for a period of one year, and who are required to work regularly on the days specified in subclause (a) hereof. When any worker is discharged or leaves of his own accord before having served his employer for a full year, he shall be paid for holidays to which he is entitled on a *pro rata* basis.

Wages.

5. The following shall be the minimum rates of wages to be paid to engine-drivers of stationary engines who are in charge of any boiler within the meaning of the Inspection of Machinery Act, 1928, for each day's work, inclusive of the time necessarily occupied in getting up steam for the factory or works :—

(a) Where the work that the engine-driver is employed to do requires that he shall hold a first-class certificate as a stationary-engine driver, and he is the holder of a first-class certificate, 1s. 9½d. per hour.

(b) Where the work that he is engaged to do requires that he shall be the holder of a second-class certificate as a stationary-engine driver, and he is the holder of a second-class certificate, 1s. 8d. per hour.

(c) For work requiring a traction or locomotive certificate for engines moved from place to place by their own motive power, 1s. 9½d. per hour.

(d) For work requiring no certificate, for engines of less than 144 circular inches and above 49 circular inches, 1s. 7½d. per hour.

(e) For firemen, 1s. 7½d. per hour.

(f) For greasers, 1s. 7½d. per hour.

Filling in Time.

6. Where certificated engine-drivers and firemen are engaged any part of their time engine-driving and fill in the other time in workshops or elsewhere at other work for their employers, such men shall nevertheless be paid at the rate above prescribed according to their respective classes.

Dirt Money.

7. When workers are required to enter flues for the purpose of cleaning them, or to chip and/or clean the interior of boilers while such boilers are laid off for inspection or overhaul, they shall be paid 1s. extra each day or part of a day they are so employed.

Youths.

8. Nothing in this award shall apply to youths up to the age of eighteen years employed in firing or assisting in firing. This clause shall be read expressly subject to the provisions of the Inspection of Machinery Act, 1928. Youths employed as firemen shall be paid the following rates :—

	Per Week.	
	s.	d.
Eighteen and under nineteen years of age ..	30	0
Nineteen and under twenty years of age ..	37	6
Twenty and under twenty-one years of age ..	45	0

Firemen over twenty-one years of age shall be paid in accordance with subclauses (e) and (f) of clause 5 hereof.

Exemptions.

9. (a) When the wages of a worker coming within the apparent scope of this award have already been fixed by an award of the Court or by an industrial agreement, this award shall not apply; and this award is made subject to the condition that, wherever an award or industrial agreement is hereafter made embracing any industry, trade, or business in which such workers are employed, such award or industrial agreement shall supersede this award so far as regards the wages and conditions of such workers.

(b) Local bodies are exempt from the operation of this award if and so long as they shall pay their engine-drivers, firemen, and greasers not less than the wages fixed by this award for any work coming within the scope hereof, and shall pay the ordinary overtime rates prescribed by clause 2 hereof for any work done by any worker in excess of forty-eight hours in any one week, or in excess of eight hours and three-quarters in any one day.

Special Provisions as to certain Companies.

10. (a) The following provision shall apply to the Westport Coal Co., Ltd., and the Christchurch Gas Co., Ltd. :—

The said companies shall pay not less than the wages fixed by this award for any work coming within the scope of this award, and shall pay the overtime rates, and shall also pay the rates herein prescribed for any work done on Sundays or on any of the holidays herein mentioned. In all other respects the companies are exempted from the operation of this award.

(b) All flour-mills and sawmills which at present are working under awards of this Court are exempted from the operation of this award.

(c) Threshing-mills owners are exempted from the operation of this award so long as they do not haul for hire.

(d) Dairy companies are exempted from the operation of this award so long as they pay their engine-drivers and firemen the wages and overtime prescribed by this award.

Special Provisions as to Freezing-works.

11. (a) The hours of work for engine-drivers employed in freezing-works shall not exceed eight hours per day (including Sundays) exclusive of the time necessarily occupied in getting up steam, and the provisions of clause 2 of this award shall apply to any time worked beyond these hours.

(b) The said workers shall be paid not less than the wages fixed by this award, and they shall be paid at the rate of time and a quarter for any work done on New Year's Day, Easter Monday, Labour Day, Sovereign's Birthday, and at the rate of double time for any work done on Christmas Day or Good Friday.

(c) Clauses 14 and 15 of this award shall apply to freezing companies.

(d) Save as herein expressly provided, none of the other provisions of this award shall apply to freezing-works.

Special Provisions as to the Sanitarium Health Food Co.

12. The following special provisions shall apply to the Sanitarium Health Food Co. : The said company shall pay not less than the wages fixed by this award for any work coming within the scope of this award, and shall pay overtime for any work done in excess of forty-eight hours in any week. Workers shall be employed by the said company on five days only in each week. In all other respects the said company is exempted from the operation of this award.

Accidents.

13. A modern first-aid emergency case, fully equipped, shall be kept by the employer in a convenient and accessible place about the works.

Under-rate Workers.

14. (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.

15. (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 23rd day of March, 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.

(c) It is requested that employers will supply to the secretary of the union, at intervals of not oftener than three months, the names of any workers taken on during the period.

Scope of Award.

16. This award shall operate throughout the Canterbury Industrial District.

Term of Award.

17. This award shall come into force on the 1st day of January, 1933, and shall continue in force until the 30th day of June, 1934.

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, 1932.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

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

F. V. FRAZER, Judge.
