

(10560.) 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, 1925; and in the matter of an industrial dispute between the undermentioned persons, firms, and companies (hereinafter called “ the employers ”) :—

Barningham and Co., Ltd., George Street, Dunedin
 Baxter, G. R., 82 Esk Street, Invercargill
 Burt, A. and T., Ltd., Stuart Street, Dunedin; Invercargill
 Christie, J. and T., Ltd., George Street, Dunedin
 Dickinson's Ltd., Princes Street, Dunedin
 Doran, V. E., Oamaru
 Dunedin City Corporation, Town Hall, Dunedin
 Dunn Bros., Ltd., Gore
 Dyer, George, and Co., 30 King Street, Dunedin
 Farra Bros., Ltd., Richardson Street, Dunedin
 Ferguson, R. C., Gore
 Frederick, J. A., Kelvin Street, Invercargill
 Gardner, H. E., and Sons, Ltd., 126 Bond Street, Dunedin
 Hall, J., and Sons, Plumbers, Filleul Street, Dunedin
 Henderson, T. G., Plumber, Milton
 Johnston, J., and Sons, Leet Street, Invercargill
 Love Construction Co., Ltd., Port Chalmers
 Methvens Ltd., Coppersmiths, Anderson's Bay Road, Dunedin
 Pedler, G. E., Wyndham
 Peterson, E., Elles Road, North Invercargill
 Philp and Dickson, Riverton
 Radiation (N.Z.), Ltd., Jutland Street, Dunedin
 Shacklock, H. E., Ltd., Princes Street, Dunedin
 Smith, T. D., Elles Road, Invercargill
 South Island Dairy Association, Esk Street, Invercargill
 Speirs, R. G., Ltd., Dee Street, Invercargill
 Standard Sales, Ltd., Dee Street, Invercargill
 Summers, Mark, Winton
 Slater, A., and Co., Thames Street, Oamaru
 South Island Dairy Association, 57 Vogel Street, Dunedin
 Union Steam Ship Co. of New Zealand, Ltd., Port Chalmers
 United Trading and Manufacturing Co., Ltd., Gorton Street, Gore
 Walker, R., Plumber, 342 Moray Place, Dunedin
 Webb, Gordon, Avenal, Invercargill
 Wilkins Ltd., Tay Street, Invercargill

and

the Dunedin Branch of the Amalgamated Engineering and Allied Trades 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 7th day of July, 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 24th day of November, 1933.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. (a) 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 Saturday.

(b) The operation of the foregoing clause shall not prevent the employer and the workers in any factory or workshop agreeing to work

the forty-four hours on five days of the week: Provided that the ordinary day's work shall not exceed eight hours and three-quarters on four days and nine hours on one day in each week, and the starting-hour shall not be earlier than 7.30 a.m.

Shift Workers.

2. (a) Shifts of eight hours each may be worked during each twenty-four hours on payment of 2s. 6d. extra for each evening or night shift. Should any worker be required to work on any evening or night shift for less than three consecutive evenings or nights respectively, he shall be paid for such work at overtime rates.

(b) Where an evening or night shift worker is required to work in excess of eight hours, he shall be paid for such extra time at the rate of time and a quarter for the first three hours and time and a half thereafter, calculated on evening or night shift rates.

Holidays.

3. (a) For work done on Sundays, Christmas Day, and Good Friday double time shall be paid, and for work done on New Year's Day, Easter Monday, King's Birthday, Labour Day, Anniversary Day, and Boxing Day time and a half shall be paid.

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

(c) If any of the above-mentioned holidays is not generally observed in any locality as a holiday, an employer may by agreement with his workers substitute any other day generally observed as a holiday in that locality.

Overtime.

4. (a) All work done outside or in excess of the daily hours mentioned in clause 1 hereof shall count as overtime, and shall be paid for at the rate of time and a quarter for the first three hours, and thereafter time and a half until the ordinary time for commencing work next morning if worked continuously, with the exception of intervals for meals.

(b) 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 the workers travelling to and from their work.

(c) No worker shall be required to work continuously for more than five hours without an interval for a meal.

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

(e) 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 on the second day.

(f) Meal-money: Employers shall allow meal-money at the rate of 1s. per meal when workers are called upon to work overtime after 6 p.m. on five days of the week, and after 1 p.m. on Saturdays, provided that such workers cannot reasonably get home to their meals or have not been notified the day previous of the intention to work overtime.

(g) 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 1s. 11d. 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 1s. 8d. per hour for one year thereafter.

Payment of Wages.

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

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

Piecework.

9. (a) Work may be done on piecework in accordance with the provisions of section 11 of the Industrial Conciliation and Arbitration Amendment Act, 1932.

(b) No worker whilst employed by an employer shall undertake work on his own account.

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, unless he agrees in writing to work not more than two hours a day extra at ordinary rates, 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 workers 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 Steward.

13. 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.

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.

Exemptions.

16. (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.

Preference.

17. (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 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.

Under-rate Workers.

18. (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.

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 7th day of July, 1933, 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 7th day of July, 1934.

In witness whereof the seal of the Court of Arbitration hath heretofore been put and affixed, and the Judge of the Court hath hereunto set his hand, this 24th day of November, 1933.

[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.