

(10449..) NORTHERN INDUSTRIAL DISTRICT TINSMITHS, COPPER-SMITHS AND SHEET-METAL WORKERS.—AWARD.

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

- Auckland Gas Co., Ltd., Beaumont Street, Auckland
Ayres, F., Great South Road, Otahuhu
Barclay, A. T., 4A Oxford Street, Newton, Auckland
Bellam and Fraser, 199 Balmoral Road, Mount Eden, Auckland
Brittain, E. J. (Faulkner and Collins), 90 Prospect Terrace, Mount Eden, Auckland
Bulcrag, W., 379 Queen Street, Onehunga, Auckland
Burt, A. and T., Ltd., Customs Street West, Auckland
Chappell and Courtenay, 106 Federal Street, Auckland
Colonial Sugar-refining Co., Ltd., Chelsea, Auckland
Cooper, H. J., Station Road, Newmarket, Auckland
Cunningham, T. H., Albert Street, Auckland
Dann and Sutton, William Street, Auckland
Edwards, W. J., Mount Eden Road, Auckland
Fowler, F. and W., Albert Street, Auckland

Hardleys Ltd., Broadway, Newmarket, Auckland
 Hargreaves, J., Lorne Street, Auckland
 Harvey and Sons, Albert Street, Auckland
 Henry, D., and Co., Lower Nelson Street, Auckland
 Hoffman, F. V., 70 Jervois Road, Ponsonby, Auckland
 Hyauiason, D., Durham Street, Auckland
 Jenkin, H., King Street, Arch Hill, Grey Lynn, Auckland
 Jenkinson, L., Lorne Street, Auckland
 Johnson, V., Cook Street, Auckland
 Keesing, H. M., Wellesley Street, Auckland
 Lecke, J., Manukau Road, Parnell, Auckland
 Letham, A. J., 35 Jervois Road, Ponsonby, Auckland
 Lewis, P., Chancery Street, Auckland
 Miller, D. and J., Albert Street, Auckland
 Monteith, W., Corner Cook and Vincent Streets, Auckland
 Morton and Collins, Schiska's Building, Alexandra Street, Auckland
 Parker, S., Mechanics Bay, Auckland
 Peace, R., and Sons, Shortland Street, Auckland
 Randell, Leon, 39 Aitken Terrace, Kingsland, Auckland
 Spencer, G. H., and Co., Sale Street, Auckland
 Swales, J. W., and Sons, Jervois Road, Ponsonby, Auckland
 The Shell Company of New Zealand, Freeman's Bay, Auckland
 Victory Engineering Co., Ltd., Beaumont Street, Auckland
 Volkner, M., 48 Wembley Street, Mount Eden, Auckland
 Volkner, N. J., 47 Wembley Street, Mount Eden, Auckland
 Walker, B. J., Plumber, Hobson Street, Auckland
 Wallace, B., 5 Eden Street, Newmarket, Auckland
 Watson, R. H., Albert Road, Birkenhead, Auckland

Adams, Edward, Te Awamutu
 Anchor, J. S., and Co., 62 Commerce Street, Frankton Junction
 Ashton, James, Whangateau
 Battson, Chas. F., Plumber, Te Awamutu
 Battson, H., Plumber, Parawai, Thames
 Cato, W. S., Ironmonger, Te Kuiti
 Conway, William, Tauranga
 Cornes, T., Raglan
 Estall, M., Rarotonga
 Evans, D. E., Plumber, Paparoa
 Hamilton Hardware Co., Ltd., Hamilton
 Judd, Chas., Ltd., Thames
 Keyte, J., Whangarei
 King and Vincent, Hamilton
 McLean, A., Pollen Street, Thames
 McVeagh, W. R., Cambridge
 Monteith and Parker, Barton Street, Hamilton
 Moore, E. J., Plumber, Coromandel
 Paul, W., Plumber, Dargaville
 Rutter, L., Plumber, Cambridge
 Rotorua Hardware Co., Rotorua
 Sutherland, R. D., Victoria Street, Hamilton
 Wilkinson and Co., Motor-cycle Engineers, Cambridge

and

The Auckland Branch of the Amalgamated Engineering and Allied
 Trades Industrial Union of Workers, Trades Hall, Hobson Street,
 Auckland (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 13th day of March, 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 29th day of April, 1933.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. (a) The week's work shall comprise forty-four hours, of which eight hours shall be worked on five days of the week, between the hours of 7.30 a.m. and 5 p.m., and four hours on Saturday, between the hours of 7.30 a.m. and noon.

(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.

(c) Subject to the weekly and daily hours prescribed in subclause (a) being observed, where shifts are worked the hours for starting and ceasing work mentioned in such subclause shall not apply, provided that where workers on day shifts start before 7.30 a.m., such workers shall be paid at nightshift rates for the whole shift, as provided in clause 19.

Overtime.

2. (a) All work done in excess or outside of the 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) Workers who are 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 work.

(c) Any worker working continuously until after the cessation of public wheeled traffic, who ceases work before the ordinary time of starting of such traffic, shall be paid for the time occupied in travelling 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 continuously for more than five hours without an interval for a meal.

(e) No worker shall work continuously for more than twenty-four hours, inclusive of meal-hours, except that the job in hand can be completed by noon of that day.

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

(g) When workers are required to work overtime on any ship-work, suitable food shall be provided at the employer's expense, failing which they shall be paid an equivalent rate for meals.

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

(i) No worker shall work more than twenty-four hours' overtime in any one pay period.

(j) When workers are required to work overtime on other than ship's work, employers shall allow meal-money at the rate of 1s. per meal when workers are called upon to work overtime after 6.30 p.m., provided that such workers cannot reasonably get home to their meals and have not been notified the day previous of the intention to work overtime. Irrespective of any meal-money due under the foregoing, workers required to work after 1 p.m. on Saturday shall

be entitled to 1s. midday meal-money, provided that such workers cannot reasonably get home to meals and have not been notified the day previous of the intention to work overtime.

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 Saturday, 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.

Classes of Workers.

4. The following classes of workers shall be recognized: Journey-men, improvers, apprentices, labourers, youths, and females.

Piecework.

5. Piecework shall be permitted.

Wages.

6. (a) The minimum wage for journeymen coppersmiths, spinners, sheet-metal workers, and tinsmiths shall be 1s. 11d. per hour.

(b) The minimum wage for head grease-tinner and head galvanizer shall be 1s. 11d. per hour.

(c) All men employed on the following machines: Guillotine, rolling, pressing, punching, and shearing machines, and machines for manufacturing spouting, ridging, downpipes, or for curving iron, or who are engaged in soldering downpipes, lead-edged ridging and flashing, 1s. 7 $\frac{3}{4}$ d. per hour.

(d) The minimum wage for second grease-tinner and hoop-tinner shall be 1s. 7 $\frac{3}{4}$ d. per hour.

(e) The minimum wage for picklers and other assistants shall be 1s. 6 $\frac{3}{4}$ d. per hour.

(f) Rubber boots and overalls shall be provided for the picklers.

Payment of Wages.

7. Wages shall be paid weekly on Friday, and within ten minutes after work ceasing.

Termination of Engagement.

8. All wages shall be paid on dismissal of a worker, or when a worker leaves of his own accord.

Sanitary Conveniences, &c.

9. (a) Employers shall provide proper sanitary conveniences and a suitable place for employees to hang their clothes.

(b) A sufficient supply of boiling water shall be available at all meal-times at every shop or factory for all workers coming within the scope of this award.

Accidents.

10. A modern first-aid emergency case, fully equipped, shall be kept in a convenient and accessible place in every works; also convenience for a supply of hot water at short notice.

Tools.

11. (a) The employer shall see that each employee is supplied once with snips, rivet sets, groovers, and hammers, and a locker (with key) to contain same; but after being once so supplied the employee shall be responsible for the tools, and in the event of his leaving his employ all of the said tools shall be returned to the employer or replaced at the expense of the employee, unless he can show that any of such tools have been broken in the carrying-out of his work.

(b) The employer shall supply all other tools required, such tools to remain the property of the employer and not to be taken off the premises.

Boys and Youths.

12. The minimum wages for boys and youths employed in assisting tanners and workers employed under subclause (b) of clause 17 shall be as follows:—

Age at commencing the Work.	First Year.	Second Year.	Third Year.	Fourth Year.	Fifth Year.	
Under 17 years of age ..	12/6	20/-	27/6	37/6	47/6	Thereafter adult rates.
17 to 18 years of age ..	15/-	22/6	32/6	47/6		Thereafter adult rates.
18 to 19 years of age ..	17/6	30/-	47/6			Thereafter adult rates.
19 to 20 years of age ..	22/6	45/-				Thereafter adult rates.
20 to 21 years of age ..	42/6					Thereafter adult rates.
21 and over ..						Adult rates.

Female Workers.

13. In the event of an employer wishing to introduce female workers he shall mutually agree with the union as to terms, and in the event of no agreement being arrived at the matter shall be dealt with under clause 16.

Improvers.

14. At the conclusion of his term of apprenticeship every apprentice may be employed for two years as an improver either by the employer with whom he served his apprenticeship or by another employer. The minimum rate for an improver shall be 1s. 7½d. per hour for the first year, and 1s. 8½d. per hour for the second year of his improvership.

Outside Work.

15. (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 expense of the employer.

(b) Travelling-time shall be paid for at ordinary rates, but not to a greater amount than eight hours in one 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 may mutually agree with his employer to work in excess of the hours prescribed in clause 1 hereof without payment of overtime rates.

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

Matters not otherwise provided for.

16. Any dispute in connection with any matter not provided for in this award 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 dispute shall be referred to the local Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, 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.

Workers covered by this Award.

17. This award shall operate in respect of the following classes of workers:—

(a) Workers engaged in working all sheet-metal, up to No. 8 Birmingham wire gauge, and working brass tubes and copper tubes used for dairy-work or for domestic use, including men engaged in welding, spinning, and soldering any of the metals that are worked by sheet-metal workers.

(b) Workers engaged on the following machines: Guillotine, rolling, pressing, punching, and shearing machines, and machines for manufacturing spouting, ridging, downpipes, or for curving iron, or who are engaged in soldering downpipes, lead-edged ridging and flashing.

Access to Workshops.

18. Subject to the prior consent of the employer being obtained, the union secretary, or any person duly appointed, shall be allowed access to any works at any time for the purpose of interviewing in the employer's office 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.

Shift Workers.

19. (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 four hours, and time and a half thereafter, calculated on evening or night shift rates.

Under-rate Workers.

20. (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.

21. (a) If any employer shall hereafter engage any worker, or shall have engaged any worker since the 5th day of January, 1929,

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 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) The assessors request that employers when requested by the secretary of the union shall supply a list of the workers employed coming within the scope of this award. Such list need not be supplied more often than once in each month.

Exemption.

22. This award shall not apply to workers solely engaged in the galvanizing of plain sheets up to No. 16 gauge, or 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 fruit, meat, jam, fish, baking-powder, biscuits, tea, coffee, spices, tobacco, petroleum products, &c.

Smoke-oh.

23. Fifteen minutes during each four working-hours shall be allowed to adult workers for smoking, provided that there shall be no cessation of work. This clause shall not apply to employers engaged in the manufacture of gas, or in packing or storing of oil products.

Scope of Award.

24. This award shall operate throughout the Northern Industrial District.

Term of Award.

25. This award, in so far as it relates to wages, shall be deemed to have come into force on the 13th day of March, 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 13th day of March, 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 29th day of April, 1933.

[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 other respects the award embodies, with alterations agreed to at the hearing, the recommendations of the Conciliation Council, which the parties agreed to accept.

F. V. FRAZER, Judge.
