

(10458.) OTAGO AND SOUTHLAND ENGINE-DRIVERS, FIREMEN,
AND GREASERS.—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") :—

- Bayley, J., and Sons, of N.Z., Ltd., Tanners, Green Island
 Bruce Woollen Manufacturing Co., Ltd., Milton
 Cadbury, Fry, Hudson, Ltd., Manufacturers, 30 Castle Street, Dunedin
 Clark's Laundry, Ltd., 446 North Road, North-east Valley, Dunedin
 Commercial Trading Co., 89 King Street, Dunedin
 Craig, James, and Co., Ltd., Sawmillers, Oamaru
 Dunedin Brewery Wilson Malt Extract Co., Ltd., Hanover Street,
 Dunedin
 Dunedin City Corporation, Dunedin
 Dunedin Engineering and Steel Co., Ltd., Willis Street, Dunedin
 Glendernid Ltd., Tanners, 18 Dowling Street, Dunedin
 Gregg, W., and Co., Ltd., Manufacturers, Forth Street, Dunedin
 Hogg and Co., Ltd., Manufacturers, Roberts Street, Dunedin
 Invercargill Borough Council, Invercargill
 Irvine and Stevenson's St. George Co., Ltd., Filluel Street, Dunedin
 Johnston and Sons, Ltd., Engineers, 74 Leet Street, Invercargill
 Jones, E. B., Brickmaker, Milton
 Jubilee Coal Co., Ltd., 6 Vogel Street, Dunedin
 Kempthorne, Prosser, and Co.'s New Zealand Drug Co., Ltd., Stafford
 Street, Dunedin
 Kingsland, D., and Sons, Ltd., Manufacturers, Don Street, Invercargill
 McCallum and Co., Ltd., Sawmillers, 117 Crawford Street, Dunedin
 McDonald's Oamaru Lime, Ltd., 154 Thames Street, Oamaru
 McGregor, J., and Co., Ltd., Engineers, Mason Street, Dunedin
 McLeod Bros., Ltd., Manufacturers, Cumberland Street, Dunedin
 McSkimming and Sons, Ltd., Tile-manufacturers, Benhar
 Meek, J. and T., Flour-millers, Oamaru
 Mill, John, and Co., Ltd., Stevedores, &c., Port Chalmers
 Mosgiel Woollen Factory Co., Ltd., High Street, Dunedin
 New Zealand Breweries, Ltd., Rattray Street, Dunedin
 New Zealand Paper Mills, Ltd., Bond Street, Dunedin
 New Zealand Refrigerating Co., Ltd., Burnside
 New Zealand Sugar of Milk and Casein Co., Ltd., 11 Bond Street, Dunedin
 New Zealand Wax Vesta Co., Ltd., 49 David Street, Caversham
 Oamaru Borough Council, Oamaru
 Oamaru Harbour Board, Oamaru
 Oamaru Woollen Factory Co., Ltd., Oamaru
 Otago Co-operative Milk Supply Co., Ltd., 200 King Edward Street,
 Dunedin
 Otago Harbour Board, Dunedin
 Otago Hospital Board, 12 Hanover Street, Dunedin
 Otago Steam Laundry and Dyeworks Co., Ltd., North-east Valley,
 Dunedin
 Phoenix Co., Ltd., Manufacturers, Maclaggan Street, Dunedin
 Ross and Glendining, Ltd., Manufacturers, 166 High Street, Dunedin
 Shiel and Co., Ltd., Brickmakers, Fairfield
 Silverstream Dairy Co., Ltd., Mosgiel
 South Otago Freezing Co., Ltd., Balclutha
 Southland Butchers' By-products Co., Ltd., Crescent, Invercargill
 Speden, A., Manufacturer, 46 Mersey Street, Gore

Stevenson Cook Engineering Co., Ltd., Port Chalmers
 Taieri and Peninsula Milk Supply Co., Ltd., King Street, Dunedin
 Taratu Coal-mines, 31 Vogel Street, Dunedin
 Taylor's City Dye-works, 137 George Street, Dunedin
 Todd and Sons, Ltd., Brickmakers, West Plains
 Union Felt Hat Co., Ltd., 686 King Street, Dunedin
 Waitaki Dairy Co., Ltd., Castle Street, Dunedin
 Wallis, R. and F., Ltd., Wool-merchants, Norfolk Street, Gore
 Ward, J. G., and Co., Ltd., Lime-merchants, Crescent, Invercargill

and

The Otago Engine-drivers, Firemen, and Greasers' 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 June, 1933, and shall continue in force until the 30th day of May, 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 15th day of May, 1933.

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. (a) Except where otherwise expressly provided, the week's work shall not exceed forty-eight hours, and 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.

(b) 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.

(c) 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.

(d) In cases where two or more shifts are worked daily the men employed shall change shifts weekly or fortnightly, provided that such change of shift shall not involve payment of overtime.

Overtime.

2. (a) Any time worked in any one day in excess of the hours prescribed in clause 1 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) When 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 a worker is required to work overtime to repair any breakdown of machinery necessarily causing a stoppage of the factory or works, time and a quarter rates shall be paid.

Holidays.

3. (a) Work done on New Year's Day, Easter Monday, Labour Day, or Sovereign's Birthday shall be paid for at the rate of time and a half. Work done on Christmas Day, Good Friday, or Sunday shall be paid for at the rate of double time.

(b) In the case of factories, the drivers of engines shall be entitled to the holiday given by any award or industrial agreement affecting the factory, or, in 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 payment shall be time and a half.

Wages.

4. The following shall be the minimum rates of wages :—

(a) For an engine-driver employed to do work which requires the holding of a first-class certificate as a stationary-engine driver, and who holds such certificate, 1s. 9½d. per hour.

(b) For an engine-driver employed to do work which requires the holding of a second-class certificate as a stationary-engine driver, and who holds such certificate, 1s. 7¾d. per hour.

(c) For an engine-driver employed to do work which requires the holding of a traction or locomotive certificate, and who holds such certificate, 1s. 9½d. per hour.

(d) For winding-engine drivers holding the required certificate, 1s. 9½d. per hour.

(e) For firemen and greasers, 1s. 7¼d. per hour.

(f) Night shifts: Workers employed on night shift shall be paid 1½d. per hour extra for all time worked between 8 p.m. and 4 a.m.

Dirt Money.

5. 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. 3d. extra for each day or part of a day they are so employed.

Under-rate Workers.

6. (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.

7. (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 thirty 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.

Exemptions.

8. (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 whenever 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 may be made to supersede this award so far as regards the wages and conditions of such workers.

(b) The Corporation of Invercargill is exempted from the operation of this award so far as it relates to its tramway and electric-lighting station and its waterworks pumping-station, if and so long as the present conditions of employment of engine-drivers are maintained.

(c) The Taieri and Peninsula Milk Supply Co., Ltd., the Co-operative Dairy Co. of Otago, Ltd., and the Otago Co-operative Milk Supply Co., Ltd., are exempted from the operation of this award if and so long as the said companies shall continue to carry out and observe the conditions now in operation with regard to the engine-drivers and firemen employed by them in Dunedin, and if and so long

as they shall pay not less than £4 per week to any certificated engine-driver in charge of a boiler for which a certificated engine-driver is required.

(d) The Otago Harbour Board is exempted from the operation of this award in so far as it relates to its dock plant, provided the said Board shall pay engine-drivers not less than the rate of wages prescribed in clause 4 hereof.

(e) The Dunedin Drainage and Sewerage Board is exempted from the provisions of this award so far as regards the pumping-station if and so long as the present conditions of employment of engine-drivers are maintained.

(f) The New Zealand Sugar of Milk and Casein Co. is exempted from the provisions of this award upon the terms contained in clause 9 hereof.

Special Provisions as to Freezing-works and Coal-mines.

9. (a) The hours of work for engine-drivers, firemen, and greasers employed in freezing-works and/or coal-mines 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 half for any work done on New Year's Day, Easter Monday, Labour Day, or Sovereign's Birthday, and at the rate of double time for any work done on Christmas Day or Good Friday.

(c) Clauses 6 and 7 of this award shall apply to freezing-works and coal-mines.

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

Special Provisions as to the Otago Hospital Board.

10. (a) The provisions of subclauses (a), (b), and (c) of clause 9 of this award shall apply to the Otago Hospital Board.

(b) When seven shifts per week are worked, workers coming within the scope of this award shall receive ten days' holiday in each year on full pay.

(c) None of the other provisions of this award shall apply to the said Board.

Special Provisions as to Tramways.

11. The following special provisions shall apply only to the Dunedin and Kaikorai Tram.Co., Ltd., and the Dunedin City Corporation's Roslyn Tramway Service:—

Wages of engine-drivers, firemen, and greasers shall be not less than those set out in clause 4 hereof.

“Day” shall mean eight hours' actual running of the engines. Time for preparing engines, &c., shall be exclusive of the day's work.

All time worked over eight hours in any one day (Sundays excepted) shall be considered overtime, and shall be paid for at overtime rates as set out in clause 2. All time worked on Sundays shall be paid for at time and a half rates, provided that the said overtime rate for Sundays may be reviewed in August, 1933.

Annual leave shall be allowed as follows: Workers with under three years' service, eight days; workers with over three years' service and under five years, nine days; workers with over five years' service and under seven years, ten days; workers with seven years' service and over, twelve days each year on full pay.

General.

12. All exemptions provided for in this award are subject to the condition that not less than the minimum rates of wages prescribed in clause 4 hereof shall be paid.

Scope of Award.

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

Term of Award.

14. This award shall come into force on the 1st day of June, 1933, and shall continue in force until the 30th day of May, 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 15th day of May, 1933.

[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.

(10564.) OTAGO AND SOUTHLAND ENGINE-DRIVERS, FIREMEN,
AND GREASERS.—ADDING PARTY TO 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 its amendments; and in the matter of the Otago and Southland Engine-drivers, Firemen, and Greasers' award, dated the 15th day of May, 1933, and recorded in Book of Awards, Vol. XXXIII, p. 464.

Monday, the 27th day of November, 1933.

UPON reading the application of the union party to the Otago and Southland Engine-drivers, Firemen, and Greasers' award, dated the 15th day of May, 1933, and recorded in Book of Awards, Vol. XXXIII, p. 464; and upon hearing the duly appointed representatives of the said union and of the undermentioned company, this Court doth order that the undermentioned company be and it is hereby added as a party to the said award as from the day of the date hereof:—

The Dunedin and Kaikorai Tram Co., Ltd., 56 Stuart Street,
Dunedin.

[L.S.]

F. V. FRAZER, Judge.