

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT.

(10875.) OTAGO AND SOUTHLAND RANGEWORKERS.—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 Dunedin Branch of the Amalgamated Engineering and Allied Trades Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Barningham and Co., Ltd., Rangemakers, 325 George Street, Dunedin.

Radiation (N.Z.), Ltd., Rangemakers, Jutland Street, Dunedin.

Shacklock, H. E., Ltd., Rangemakers, Princes Street, Dunedin.

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 8th day of January, 1936, 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 11th day of September, 1935.

[L.S.]

E. PAGE, Judge.

SCHEDULE.

Hours of Work.

1. 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: Provided that if the circumstances of any business require it the hours may be arranged to permit of forty-four hours being worked within five days of the week without payment of overtime.

Holidays.

2. (a) For work done on Sundays, Good Friday, Anzac Day, or Christmas Day double time shall be paid, and for work done on New Year's Day, Labour Day, Easter Monday, Sovereign's Birthday, and Boxing Day time and a half rates shall be paid.

(b) If any of the prescribed holidays is not generally observed in any locality an employer may substitute any other day generally observed as a holiday in that locality.

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

Overtime.

3. (a) Overtime shall be worked as required by the employer. Except as provided in clause 1 hereof, all time worked in excess of eight hours in any one day except Saturday, or four hours on Saturday, shall be paid for at the rate of time and a quarter for the first two hours, and time and a half thereafter.

(b) Workers 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 who may work continuously until after the cessation of public wheeled traffic, and who may cease work before the ordinary time of starting, shall be paid for travelling-time to his home, computed on three miles per hour, at ordinary rates of pay.

(d) No worker shall be required to work more than five hours continuously without a meal.

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

(f) 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.

(g) Any worker having worked all day and having continued to work till after midnight shall be given eight hours off, or be paid at double rates for all time worked on the second day.

(h) Meal-money: Employers shall allow meal-money at the rate of 1s. 3d. per meal when workers are called upon to work overtime after 6 p.m. on the first five days of the week, or after 12 noon on Saturday, provided that such workers cannot reasonably get home to their meals.

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

(j) No worker shall work overtime or Friday night, except breakdown work, and no worker shall work more than sixty-eight hours in any one pay period.

Wages.

4. (a) The minimum rates of wages to be paid to the following classes of workers shall be: For ashpan, funnel, and register makers, range-fitters and polishers, 1s. 9½d. per hour; and for grinders and body-fitters, 1s. 8½d. per hour.

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

Dirty Work.

5. Any worker employed on old or dirty repair work shall be paid 1s. 3d. per day in addition to the rates prescribed.

Outside Work.

6. (a) For outside work the employer shall pay the fare of the worker both ways. When a 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 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) Where a worker is employed at country work at such a distance that he is unable to return to his home at night, he shall be paid overtime rates for all work done in excess of the hours prescribed in clause 1 hereof.

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

Sanitary and other Conveniences.

7. (a) It shall be the duty of the employer to provide suitable lockers wherein the employees 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.

(c) Employers in workshops where electroplating, buffing, polishing, and grinding work in connection therewith are performed shall install suitable suction plants and fans.

Accidents.

8. (a) A St. John Ambulance, or similar, 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.

Boys.

9. Boys may be employed in the proportion of not more than one to every two journeymen fully employed during the previous six months, and shall be paid not less than the following rates of wages:—

| | Per Week. | | |
|-----------------------------|-----------|----|----|
| | £ | s. | d. |
| For the first year | 0 | 17 | 6 |
| For the second year | 1 | 5 | 0 |
| For the third year | 1 | 12 | 6 |
| For the fourth year | 2 | 0 | 0 |
| For the fifth year | 2 | 7 | 6 |

The limitation of boys contained in this clause shall not operate to compel an employer to dismiss any boy at present employed by him.

Matters not provided for.

10. 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 fourteen days after such decision shall have been communicated to the party desiring to appeal.

Preference.

11. (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.

(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 9d. 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.

12. (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.

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

Term of Award.

14. This award, in so far as it relates to wages, shall be deemed to have come into force on the 8th day of June, 1935, 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 8th day of January, 1936.

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 11th day of September, 1935.

[L.S.]

E. PAGE, 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.

E. PAGE, Judge.