

**(10824.) CANTERBURY AND OTAGO AND SOUTHLAND PLUMBERS AND GASFITTERS.—AWARD.***[Filed in the Office of the Clerk of Awards, Dunedin.]*

In the Court of Arbitration of New Zealand, Canterbury and Otago and Southland Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the New Zealand Federation of Master Plumbers' Industrial Association of Employers and the undermentioned persons, firms, and companies (hereinafter call "the employers") :—

*North Canterbury District.*

Adams, Builder, Armagh Street, Christchurch  
 Ager, B. J., Architect, 92 Dyer's Pass Road, Christchurch  
 Ayling and King, Colombo Street, Christchurch  
 Barlass and Matterson, 259 Lincoln Road, Christchurch  
 Barlass, D., 76 Tennyson Street, Beckenham  
 Barrett, F. E., 80 Sea View Road, New Brighton  
 Benjamin and Co., R. D., 44 Riccarton Road, Christchurch  
 Bennett, G., 3 Worcester Avenue, North Richmond  
 Blackmore, G. A., 457 Colombo Street, Christchurch  
 Booth, Macdonald, and Co., Ltd., Carlyle Street, Christchurch  
 Borthwick, T., and Sons, Hereford Street, Christchurch  
 Boyce and Congreve, Ltd., 239 Moorhouse Avenue, Christchurch  
 Broomhead, H., 460 Armagh Street, Christchurch  
 Brown Bros., 590 Colombo Street, Christchurch  
 Buist, G., Richmond  
 Bunt, W. T., 5 Ulster Place, Christchurch  
 Burt, A. and T., Ltd., 150 Tuam Street, Christchurch  
 Burt, R. B., Builder, Christchurch  
 Button and Whyte, 12 Boulton Avenue, Spreydon  
 Calvert, L., Tuam Street, Christchurch  
 Canterbury Frozen Meat Co., Ltd., 172 Cashel Street, Christchurch  
 Carpenter, B., Aberdeen Street, Christchurch  
 Carson and Son, 28 London Street, Lyttelton  
 Champion, T., Barbadoes Street, Christchurch  
 Christchurch Gas Co., Ltd., Worcester Street, Christchurch  
 Church, W., Polson Street, Addington  
 Colville, C. and J., 207 Manchester Street, Christchurch  
 Construction Co., J. and J., Builders, Christchurch  
 Craw, S., 8 Cliff Street, Redcliffs  
 Crawford, C. S., Linwood  
 Cromptons Ltd., Tuam Street, Christchurch  
 Cumming, G., 550A Colombo Street, Christchurch  
 Dakin, S., Stanmore Road, Christchurch  
 Dalling, J., Bletsoe Avenue, Christchurch  
 Daniels, H., 82 Riccarton Road, Christchurch  
 Dann Bros., Ltd., 306 Oxford Terrace, Christchurch  
 Dann, H., Kilmore Street, Christchurch  
 Dann, J., 17 St. James Street, Avonside  
 Dann, M., Sea View Road, New Brighton  
 Dean, W., George Street, New Brighton  
 Dhorman Bros., Builders, Oxford  
 Dickson and Burrow, 235 Stanmore Road, Christchurch  
 Dodge, C. W., 381 Armagh Street, Christchurch  
 Dodge, F. E., 156 Edgeware Road, St. Albans  
 Dodge, P., 30 Carrick Street, St. Albans  
 Doig, A., corner of Somerfield and Baretta Streets, Christchurch

Dominion Home Builders Co., Ltd., 90 Peterborough Street, Christchurch

Ell, C. L., Gayhurst Road, Dallington

Empson, E. A., 39 Phillips Street, Linwood

Ewings, W. H., Antigua Street, Christchurch

Falkindner, T., McCaulay Street, Christchurch

Flavel, H., 131 Victoria Street, Christchurch

Forbes, F. C. and T. G., Waiau

Forrester, W., Hazeldine Road, Sydenham

Forsyth, A. T., Builder, Hills Road, Christchurch

Freeman, L. F., Papanui Road, Papanui

Fry, Geo., and Sons, 45 Victoria Street, Christchurch

Gee, L., North Road, Papanui

Gee, Walter, Amberley

Grimwood, E., Builder, Oxford

Haigh, J., 48 Mathieson's Road, Linwood

Hammond, T. E., 57 Fitzgerald Street, Christchurch

Harrow, J. A., 198 Gloucester Street, Christchurch

Hawkins, L. J., corner of Straven and Riccarton Roads

Healey, C., Plumber, Christchurch

Hensley, C. L., 64 Longfellow Street, Christchurch

Hewertson and Son, Ltd., 54 Southey Street, Christchurch

Hollobo, A., and Son, Ltd., 217 Tuam Street, Christchurch, and Akaroa

Hollobo, E., 203 Worcester Street, Christchurch

Hawker, J. S., Tuam Street, Christchurch

Horne, F. L., 155 Colombo Street, Christchurch

Howarth Plumbing Co., Worcester Street, Christchurch

Jackson, V. A., 79 Rose Street, Spreydon

Jamieson, J. and W., 573 Colombo Street, Christchurch

Jamieson, A. J., 34A Lichfield Street, Christchurch

Jamieson, R., 22 Caversham Street, Christchurch

Jamieson, T., Mount Pleasant Road, Christchurch

Jefferey and Kirk, Ayers Street, Rangiora

Jones, A. F., Builder, Christchurch

Keir and Thompson, Rangiora

King, F., Athelston Street, Christchurch

Kent, A. C., Builder, Christchurch

Kidd, R., 165A St. Asaph Street, Christchurch

Killick, T. G., 60 Tuam Street, Christchurch

Jowsey and Oetgen, Lawrence Street, Christchurch

Laurie, T. L., 44 Huxley Street, Christchurch

Lyttelton Borough Council, Lyttelton

Macfarlane, R., 51 Barrington Street, Christchurch

McFarlane, A. J., 443 Worcester Street, Christchurch

McKay, C. A., Plumber, Hanmer Springs

McLaughlin, J. A., 83 Richmond Terrace, New Brighton

Mathieson, F., 348 Lincoln Road, Christchurch

Matterson, P. E., 102 Petrie Street, North Richmond

Mills, A., Spreydon

Mullins, H., Durham Street, Christchurch

Narbey, J., Darfield

Newbury, H., Redcliffs

Newman and Oborn, 162 Gloucester Street, Christchurch

Newton, R., Ferry Road, Christchurch

N.Z. Farmers' Co-op. Assn., Ltd., Cashel Street, Christchurch

N.Z. Refrigerating Co., Ltd., Hereford Street, Christchurch

North Canterbury Hospital and Charitable Aid Board, Christchurch

North Canterbury Sheep Farmers' Freezing Co., Ltd., Hereford Street, Christchurch

- Oakleys Ltd., Tuam Street, Christchurch  
 Oakley, K., Plumber, Christchurch  
 Packer and Jones, Ltd., Churchill Street, Christchurch  
 Parrott, J. S., Bealey Street, Christchurch  
 Peek, E., 43 Forth Street, Richmond  
 Piesse, G. B., 12 Mary Street, Christchurch  
 Piesse, H. P., Morris Street, Christchurch  
 Ramsay, W. D., 153 North Avon Road, Christchurch  
 Rangiora Borough Council, Rangiora  
 Riches, W. P., 171 Cranford Street, Christchurch  
 Ritchie, F. R., Ferry Road, Christchurch  
 Rogers, A. G., corner of Durham and Tuam Streets  
 Rowe, C., 29 Rata Street, St. Martins  
 Rose, G., Pages Road, Christchurch  
 Rose, H. W., Pages Road, Christchurch  
 Roud, R. S., 7 Dampier Street, Woolston  
 Rowe Bros., Grafton Street, Sumner  
 Rowe, O., Linwood Avenue, Linwood  
 Sawtell, F., Aldwins Road, Christchurch  
 Scott and Billcliff, corner of Tuam and Antigua Streets, Christchurch  
 Scott Bros, 65 Manchester Street, Christchurch  
 Sharp Bros., Builders, Christchurch  
 Shaw, W., Spreydon  
 Shearer Bros., Builders, Methven  
 Sheenan, F., Clarence Road, Christchurch  
 Smith, A. R., Plumber, Christchurch  
 Soper, J. S., Opawa  
 Sprosen, J. P., 112 Breezes Road, Christchurch  
 Stening, G., 93 Cambridge Terrace, Christchurch  
 Stone, A. E., 109 Brougham Street, Sydenham  
 Sumner Borough Council, Sumner  
 Stubbersfield, A. H., Torquay Street, Kaikoura  
 Sutton, A., Cameron Street, Ashburton  
 Talbot, J. L., 9 Peacock Street, Christchurch  
 Taylor Ltd., 643 Colombo Street, Christchurch  
 Taylor, W. C. G., 16 Oxford Street, Lyttelton  
 Taylor, W. J., and Co., Rangiora  
 Vale, H., and Co., Ltd., 175 Armagh Street, Christchurch  
 Vallance, F., Port Hills Road, Christchurch  
 Walker, T., Fitzgerald Street, St. Albans  
 Walton Plumbing Co., Ltd., 127 Gloucester Street, Christchurch  
 Walsh, —, Plumber, Vogel Street, Christchurch  
 Watkins, S. P., Southbrook, Canterbury  
 Wheeler and Thompson, Rangiora  
 White and Taylor, Kilmore Street, Christchurch  
 Whitfield, A., corner of Gresford Street and Hills Road, Christchurch  
 Withers, T., and Son, Southbrook, Canterbury  
 Whitfield, G., Spreydon  
 Whitfield, A. W., Fendalton  
 Williams, W., 2 Buffon Street, Christchurch  
 Williams, J. H. M., Western Terrace, Christchurch  
 Watson, C. N., Chancellor Street, Shirley, Christchurch  
 Wilson, B. V., 233 Ferry Road, Christchurch  
 Woods, C. G., and Sons, 804 Colombo Street, Christchurch  
 Wright, G. A., Plumber, Christchurch  
 Wyatt, L., Phillip Street, Christchurch  
 Yorath, T. H., 140 Ferry Road, Christchurch

*Mid and South Canterbury.*

Ashburton Gas Co., Ltd., Ashburton  
 Bell, E., Preston Street, Timaru  
 Birkenshaw, C., Temuka  
 Blackwood, J. A., Stafford Street, Timaru  
 Booth, Macdonald, and Co., Ltd., Cain's Terrace, Timaru  
 Boulton and Surridge, Fairlie  
 Burt, A. and T., Ltd., Woolcombe Street, Timaru  
 Canterbury Frozen Meat Co., Beswick Street, Timaru  
 Cates, A., 175 Havelock Street, Ashburton  
 Childs and Son, Ashburton  
 Clarke, E., High Street, Timaru  
 Clinch, S., Temuka  
 Collins, W., Rathmore Street, Timaru  
 Cooper, A., Fairlie  
 Cosgrove and Murphy, Stafford Street, Timaru  
 Currie, T., Maltby Avenue, Timaru  
 Douglas and Glendinning, Cameron Street, Ashburton  
 Doyle, D. J., 74 Stafford Street, Timaru  
 Duncan, J., Temuka  
 Englefield, C. W., Waimate  
 Fleming, W., Geraldine  
 Hadlee, G., Sophia Street, Timaru  
 Harding, W. J., 119 Otipua Street, Timaru  
 Lewis, A. E., Waimate  
 Lewis, G. G., Evan's Street, Timaru  
 Menzies, D. and J., 10 Woolcombe Street, Timaru  
 Mitchell, B. S., Church Street, Timaru  
 Methven Plumbing Co. (S. Johns), Methven  
 N.Z. Refrigerating Co., Ltd., 222 Stafford Street, Timaru  
 Priest and Holgate, Stafford Street, Timaru  
 Russell, G. T., and Co., Burnett Street, Ashburton  
 Smith and Hyde, 64 Burnett Street, Ashburton  
 Smith, T. F., 64 Burnett Street, Ashburton  
 South Canterbury Farmers' Assn., Ltd., Beswick Street, Timaru  
 Southgate, A., 129 North Street, Timaru  
 Southgate, W., 25 Luxmore Street, Waimataitai, Timaru  
 Temuka Gas Co., Ltd., Temuka  
 Thoreau, A. L., Pleasant Point, South Canterbury  
 Timaru Gas Co., Ltd., Stafford Street, Timaru  
 Waimate Gas and Coal Co., Ltd., Waimate  
 Weston, B., Brown Street, Timaru

*Otago District.*

Angell, S. G., 29 Pacific Street, Dunedin  
 Atkinson, J. R., Kaitangata  
 Bayliss, A. G., 576 Anderson's Bay Road, Dunedin  
 Bissland, C. H., 28 Howe Street, Dunedin  
 Blagdon, W. H., 65 Loyalty Street, South Dunedin  
 Bowie, C., 1 Kennedy Street, St. Clair, Dunedin  
 Burk, A. and J., 456 King Street, Dunedin  
 Burt, A. and T., Ltd., Stuart Street, Dunedin  
 Caddie, W. M., Wynyard Street, South Dunedin  
 Christie, J. and T., Ltd., 222 George Street, Dunedin  
 Connor, H. C., Gordon Road, Mosgiel  
 Coulter, J. M., Kaitangata  
 Craig and Co., Thames Street, Oamaru  
 Davidson, H. A., 243 Princes Street, Dunedin  
 Densem, R. F., Gordon Road, Mosgiel

Doran, G. H., 7 Tees Street, Oamaru  
 Douglas, A. M., 17 Gladstone Road, North-east Valley  
 Duff, J., Main Street, Owaka  
 Dunedin City Corporation, Dunedin  
 Dyer, G., and Co., 52 King Street, Dunedin  
 Elliott, L. J., 206 North Road, North-east Valley, Dunedin  
 Evans, I. J., 175 North Road, North-east Valley, Dunedin  
 Fletcher, Jas., Palmerston  
 Flynn, P. F., Weston  
 Foley, A., 3 McCrea Street, Mornington  
 Foley, W., Tapanui  
 Forrest Bros., Palmerston  
 Foster, J. S., 581 Cargill Road, South Dunedin  
 Galland, A., 486 King Street, Dunedin  
 Gall, W. C., 66 Highcliff Road, Anderson's Bay  
 Ganderton, W. H., and Son, 37 Bay View Road, St. Kilda,  
 Dunedin  
 Garbutt, R. H., and Co., 126 Cargill Road, South Dunedin  
 Gemmell and Ferguson, 43 Filleul Street, Dunedin  
 Gibson, Wm., and Co., Humber Street, Oamaru  
 Gregory, A., Waipiata  
 Hastie, G. J., 38 Marion Street, Caversham, Dunedin  
 Henderson, T. G., Union Street, Milton  
 Higgins, A. W., Victoria Street, Mosgiel  
 Homer, A. G., and Co., 281 Moray Place, Dunedin  
 Hunt, H. R., 8 Helena Street, South Dunedin  
 Jenkins, C. S., and Co., Ltd., 32 Dowling Street, Dunedin  
 Key, A. F., Cromwell  
 Leckie, M. and J., 115 Albany Street, Dunedin  
 Lewisham, F. J., 770 King Street, Dunedin  
 Love Construction Co., Ltd., Halsey Street, Dunedin  
 Lowen, E. J., Queenstown  
 Macdonald and Connell, 231 Princes Street, Dunedin  
 Mackey and Buchan, 12 Mount Street, Port Chalmers  
 McFarlane, A. S., 22 Grove Street, St. Kilda  
 McLaren, A. M., Balclutha  
 McLellan, W., Ltd., McBride Street, South Dunedin  
 McNab, D. J., 43 Newport Street, Dunedin  
 Millar, D., 261 Thames Street, Oamaru  
 Mitchell, L. D., Union Street, Milton  
 Morrison and Warren, 113 Hanover Street, Dunedin  
 Nelson, W. H., Beach Street, Queenstown  
 Otago Hospital and Charitable Aid Board, Dunedin  
 Patterson, W. A., 52 Merchiston Street, Dunedin  
 Portman and McBride, corner of Moray Place and King Street,  
 Dunedin  
 Price, E. G., 158 Macandrew Road, South Dunedin  
 Proctor, R. C., 21 Cutten Street, South Dunedin  
 Quennell and Co., A. S., 142 Castle Street, Dunedin  
 Rennick and Co., 86 St. Andrew Street, Dunedin  
 Roberts, H., 30 Kaikorai Valley Road, Dunedin  
 Simpson, J., 26 Henry Street, Maori Hill, Dunedin  
 Slater, A., and Co., Thames Street, Oamaru  
 Spiers, A. C., 27 Prince Albert Road, St. Kilda  
 Thompson, G., 257 South Road, Dunedin  
 Thomson and Brown, 279 Princes Street, Dunedin  
 Timlin, C. C., 56 George Street, Port Chalmers  
 Trotter Bros., Palmerston  
 Walker, R., 342 Moray Place, Dunedin

Wallace, J. P., Balclutha  
 Walmsley and Knox, 3 Filleul Street, Dunedin  
 Walters, Wm., Hastings Township, St. Leonards  
 Weatherston, G., Edinburgh Street, Burnside  
 Whelan Bros., 156 King Edward Street, South Dunedin  
 White, A. J. and H., 11 Stafford Street, Dunedin  
 White, O. E., Sim Street, Maori Hill, Dunedin  
 White, S., 53 Wesley Street, South Dunedin  
 Wilden, G. T., 15 Bangor Terrace, Dunedin  
 Wilson, J. M., and Son, George Street, Dunedin  
 Wood and McLaren, 164 Rattray Street, Dunedin

*Southland District.*

Baxter, G. R., Esk Street, Invercargill  
 Bradley, A., Mataura  
 Dix, A., Dublin Street, Invercargill  
 Duncan and Louttit, Medway Street, Gore  
 Eunson, R. E., Mary Street, Invercargill  
 Ferguson, R. C., Gore  
 Ferry, D. B., 14 Bourke Street, Invercargill  
 Fredric, G., Ltd., Kelvin Street, Invercargill  
 Gellatly, W., 7 McQuarrie Street, Invercargill  
 Hewitt, W., Main Road, Winton  
 Insall, F., Otautau  
 Invercargill City Council, Tay Street, Invercargill  
 McKellar and Brown, Elles Road, South Invercargill  
 Moister, J., Tapanui  
 Murdoch and Dawson, 308 Yarrow Street, Invercargill  
 Murphy, H., Wyndham  
 Pedler, G. E., Redan Street, Wyndham  
 Peterson, E., Elles Road, Invercargill North  
 Pankhurst, W., East Road, Invercargill  
 Phillipson, C. J., Bluff  
 Philp and Dickson, Riverton  
 Proctor, E., Gore  
 Race, E. J., 268 Pomona Road, Invercargill  
 Roe, F., Tay Street, Invercargill  
 Shirreffs, A. H., Tay Street, Invercargill  
 Smith, T., 148 Elles Road, Invercargill  
 South Island Dairy Assn. (N.Z.), Esk Street, Invercargill  
 Spiers, R. G., Ltd., Dee Street, Invercargill  
 Standard Sales, Ltd., Dee Street, Invercargill  
 Stott, W., 17 William Street, South Invercargill  
 Summers, J., Orepuki  
 Summers, M., Winton  
 United Trading and Manufacturing Co., Ltd., Gore and Mataura  
 Webb, G. G., corner of Rowe and Dee Streets, Invercargill  
 Wilkins Ltd., Tay Street, Invercargill

and

The Southland Plumbers', Gasfitters', Tinsmiths', and Sheet-metal  
 Workers' Industrial Union of Workers  
 The N.Z. Federated Plumbers' and Gasfitters' Industrial Association of  
 Workers  
 The Canterbury Plumbers' and Gasfitters' Industrial Union of Workers  
 The Dunedin United Plumbers' and Gasfitters' 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 31st day of December, 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 13th day of June, 1935.

[L.S.]

E. PAGE, Judge.

SCHEDULE.

*Hours of Work.*

1. Except as hereinafter provided the hours of work shall be from 8 a.m. to 5 p.m. on every week-day except Saturday, and on Saturday from 8 a.m. to noon.

One hour shall be allowed for dinner on each day except Saturday, but an employer may agree with his workers to allow not less than half an hour for dinner so that the work shall cease between 4.30 p.m. and 5 p.m.

#### *Wages.*

2. The minimum rate of wages for a journeyman plumber or gasfitter shall be 2s. 1d. per hour.

#### *Payment of Wages.*

3. (a) All wages shall be paid in cash weekly, not later than Friday, within working-hours, either on the job or at the employer's workshop.

(b) In the event of Friday being a holiday, wages shall be paid under the same conditions as set out in subclause (a) hereof on the day preceding the holiday.

(c) When a worker is discharged, or leaves at any time other than the ordinary pay-time for the week, he shall be paid without delay all wages due to him at the time of his dismissal or time of leaving, as the case may be.

#### *Overtime.*

4. (a) Overtime shall be worked as required by the employer. All time worked in excess of the hours fixed by clause 1 hereof shall be paid for as follows: On Monday to Friday (inclusive), time and a quarter until 9 p.m. and from 6 a.m. to 8 a.m., time and a half from 9 p.m. until midnight, and double time from midnight until 6 a.m.; on Saturday, time and a quarter from 6 a.m. to 8 a.m., and after 12 noon time and a quarter for the first three hours worked, time and a half for the second three hours worked, and double time thereafter.

(b) Any worker having worked continuously all day and night shall not be required to continue working without his consent. If he does continue working he shall be paid at time and a half rates for all time worked on the second day.

(c) Any worker who after working overtime is unable to reach his home by the usual public means of travelling shall be provided with means of conveyance by his employer.

(d) No worker shall be employed for more than five hours continuously without an interval for a meal.

#### *Holidays.*

5. (a) The recognized holidays shall be New Year's Day, Good Friday, Easter Monday, Labour Day, Christmas Day, and Boxing Day, and the annual trade picnic day if such picnic is in fact held.



(b) Work done on Sundays, Good Friday, Christmas Day, or Anzac Day shall be paid for at double rates.

(c) Work done on any of the other holidays mentioned herein shall be paid for at time and a half rates.

#### *Suburban Work.*

6. (a) Suburban work means work performed outside a radius of two miles from the employer's place of business, but does not in any case include work which comes within the definition of "country work."

(b) Workers employed on suburban work shall either proceed to and from such work, or they shall be conveyed to and from such work, at the expense of the employer, as the employer shall in each case determine. Time reasonably occupied by the workers in journeying or time occupied in conveying the workers to and from such work beyond the two-miles radius shall be allowed and paid for by the employer at ordinary rates.

(c) No worker residing within one and a half miles from the place where the work is to be performed, by the nearest convenient mode of access for foot passengers, shall be entitled to the allowance mentioned in this clause.

#### *Country Work.*

7. (a) Should a worker be required by his employer to proceed to work in the country at such a distance from his usual place of employment that he is unable to return to his usual place of abode on the same day, the employer shall either provide such worker with suitable board and lodgings, or, in lieu thereof, pay him an additional sum of 4s. 6d. per day for each working-day.

(b) Workers who are required to proceed to country work as aforesaid shall be conveyed by the employer to and from such work free of charge, or their travelling-expenses going to and returning from such work shall be paid by the employer, but once only during the continuance of the work unless the worker is recalled and again sent to the job.

(c) Time occupied in travelling to and from the work shall be paid for at ordinary rates, but no worker shall be paid more than an ordinary day's pay for any day occupied by him in travelling, even though the hours occupied may exceed eight, unless he is on the same day occupied in working for his employer.

(d) When the work is situated less than fifty miles from the employer's place of business the worker shall be refunded his return railway fare to and from the place of engagement once every four weeks during the continuance of the work.

(e) When the work is situated over fifty miles from the employer's place of business the refund shall be made once in each three months.

(f) The foregoing shall not restrict the right of any employer from engaging any worker who applies on a country job (other than at the employer's usual place of business) for work thereon, without making any payment in regard to fares, travelling-time, or board and lodgings, except in the event of there not being suitable accommodation available within a reasonable distance of the job, when the employer shall provide suitable accommodation for all employees.

(g) Notwithstanding anything herein contained, any employer and his workers may agree in writing that in respect of any specified country work the hours of work shall be other than those hereinbefore prescribed without payment of overtime, but so that not less than the minimum rate of wages per hour hereinbefore prescribed shall be paid to such workers: Provided that if a worker is ordered to work on a Sunday he shall be paid double time.

#### *Notice of Leaving or Dismissal.*

8. In case of dismissal, except for misconduct, of any worker, or of any worker leaving of his own accord, not less than two hours' notice shall be given on either side. Any moneys due at such time shall be paid without delay.

#### *Tools.*

9. (a) Employers shall provide journeymen with soldering-bolts, pipe-fitting tools, metal-pots, springs, hack-saw blades, mendrels, and files. Journeymen shall find all other tools required for their work, including pipe-fitting tongs up to 1½ in. pipes. All tools shall be returned in good condition, reasonable wear-and-tear excepted, or they shall be paid for by the employee. Lamps shall be kept in good repair by the employer, provided they are not wilfully damaged by the employee.

(b) Where work is done elsewhere than at the place of business of the employer, he shall provide, when necessary, upon the premises where the work is to be done, a properly secured place for the tools of the employer and the employee.

#### *Carrying Materials.*

10. Time occupied by workers carrying materials or a kit of tools to and from the employer's shop or place of work shall be paid for as time worked.

*Dirty Work and Special Working-conditions.*

11. (a) Where it is mutually agreed between the employer and his worker or workers that any particular work such as repairing hot-water services at the boiler, or between the boiler and cylinder where the hot-plate or covering of the range has to be removed, or cleaning septic tanks, or clearing drains or soil-pipes, &c., is dirty work, dirt-money at the rate of 1s. 6d. per day shall be paid. In the event of any dispute regarding any particular work under this clause, the matter shall be referred to the Disputes Committee provided for in this award.

(b) Ships: Any worker employed at dirty work, such as under lower platform of engine-room or in bilges, or confined spaces about the ship's boilers—that is to say, between ship's sides and boilers—between bulkhead and back end of single-ended boilers, or in tunnels, or in tanks, or clearing or repairing choked scupper-pipes, shall be paid 1s. 6d. per day extra as dirt-money. On all ships carrying crude oil in bulk, workers required to work in the tank-holds, or on pipes where the workers are necessarily in contact with crude oil, shall be paid 2s. 6d. per day in addition to the ordinary rate of wages.

(c) Any worker working with pumice, charcoal, or silicate in connection with insulation work in any confined or unventilated space, or where the air is impregnated with dust of any of these materials, or employed where recent fumigation has occurred, or in freezing-chambers, or cool storage where the temperature is 40 degrees or less, shall be paid 3d. per hour higher rates of wages while so employed, and shall be allowed ten minutes spell after two hours have been worked continuously without any reduction of wages.

(d) Any worker required to work in any compartment or confined space where the heat exceeds 110 degrees Fahrenheit shall be paid his ordinary time rates in addition to the rates otherwise payable to him. No worker shall be compelled to work in any place where the temperature has been raised above 150 degrees Fahrenheit.

(e) All bosun-chair work shall be paid for at the rate of 1s. per day extra.

(f) The "day" for the purpose of this award shall mean any portion of the twenty-four hours a worker shall be employed at that work.

*Meal-money.*

12. In the case of any workers who cannot reasonably journey to and from their homes for meals being called back to work after 6 p.m. on any day, the employer shall provide them with a meal, or, at the employer's option, shall pay each worker 1s.

tea-money. In the event of any worker situated as aforesaid being called back to work after 1 p.m. on the half-holiday, and not having been given notice on the previous day of his being required to so work, the employer shall provide such worker with a mid-day meal, or, at the employer's option, pay such worker 1s. tea-money.

*Bicycle Allowance.*

13. Any worker using his own bicycle on the employer's business shall be paid 1s. per week in addition to his ordinary wage, or, in lieu thereof, by mutual agreement in writing between the employer and the worker, may be paid 1d. per mile or portion of a mile.

*Piecework.*

14. Piecework may be worked, but in no case shall any rates for piecework be agreed on which will earn for any worker less than 10 per cent. in addition to the rate of wages prescribed in clause 2 hereof.

*Under-rate Workers.*

15. (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.*

16. (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. 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 2nd day of January, 1928, 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) Employers are requested, if desired by the union, to supply a list of their employees covered by this award.

*Disputes.*

17. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded, but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties

bound by this award or any of them, as to any matter whatsoever arising out of or connected therewith, and not dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon, or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court against a decision of any such Committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

#### *Interpretation.*

18. "Plumbing work" shall be deemed to mean and include lead-burning; ship's plumbing; all sanitary work; gas-fitting; hot and cold water fitting; hot water and heating apparatus; fixing of roofing, spouting, downpipes, gutters, valleys, and flashings in any metal; iron drainpipes and vents to any house or building: Provided that this definition shall not operate to prevent any engineer from doing any work in connection with the fitting of hot-water or heating apparatus which does not come under the provisions of the Plumbers' Registration Act, 1912, or to prevent a carpenter from fixing any corrugated roofing.

#### *Exemptions.*

19. (a) The following special provisions shall apply to all gas companies, and to all City, Borough, or Town Councils so far as their operations in connection with the supply of gas are concerned:—

- (1) "Plumbing work" as defined by this award shall not be deemed to include the following: (i) The laying of gas-mains in any street or public place; (ii) the laying of gas-service pipes from the main to the meter; (iii) the fixing of any gas-meter.
- (2) The wages of all journeymen gasfitters in the employment of any of the said companies or Councils shall be 2s. 1d. per hour.
- (3) When workers coming within the scope of this award are employed by any of the said companies or Councils in or about their workshops they may be employed for forty-four hours without payment of overtime: Provided that they shall not be employed for more than eight hours and a half in any one day or four hours and a quarter on Saturday.

(b) The following special provisions shall apply to City, Borough, or Town Councils: "Plumbing work" as defined in this award shall not be deemed to include the following: (i) The laying of water-mains in any street or public place; (ii) the laying of water-service pipes from the main to the building-line of an allotment.

(c) Freezing companies shall not be bound by this award in respect of their respective foremen plumbers and other plumbers permanently employed by them, provided such workers are paid not less than the rates of wages prescribed by this award.

(d) Harbour Boards are bound by such only of the provisions of this award as relate to the payment of the minimum rates of wages and overtime and the observance of Sundays and holidays. Harbour Boards may substitute the holidays observed under their own regulations in lieu of those provided for in this award.

(e) The Otago Hospital Board shall be granted an exemption similar to that granted to Harbour Boards under subclause (d).

#### *Scope of Award.*

20. This award shall operate throughout the Canterbury and Otago and Southland Industrial Districts.

#### *Term of Award.*

21. This award, in so far as it relates to wages, shall be deemed to have come into force on the 7th 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 31st day of December, 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 13th day of June, 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.