

(10827.) OTAGO AND SOUTHLAND METAL-WORKERS' ASSISTANTS.—
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 Otago Metal-workers' Assistants' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

- Barningham and Co., Foundrymen, George Street, Dunedin.
- Blyth, Peter, Blacksmith, Winton.
- Burt, A. and T., Ltd., Engineers, Cumberland Street, Dunedin.
- Chambers, John, and Son, Ltd., Engineers, Stuart Street, Dunedin.
- Chandler, H. L., Engineer, Otautau.
- Checketts, W., and Son, Engineers, Levin Street, Invercargill.
- Christie, J. and T., Metal-workers, 222 George Street, Dunedin.
- Cossens and Black, Ltd., Engineers, Crawford Street, Dunedin.
- Crittall Manufacturing Co. (N.Z.), Ltd., Birch Street, Dunedin.
- Currie, A. L., 21 Thomas Burns Street, Dunedin.
- Davies, George W., and Co., 99 Maclaggan Street, Dunedin.
- Dunedin and Kaikorai Tramway Co., Ltd., 12 Octagon, Dunedin.
- Dunedin City Corporation, Octagon, Dunedin.
- Dunedin Engineering and Steel Co., Ltd., Willis Street, Dunedin.
- Dunn Bros., Ltd., Irwell Street, Gore.
- Farra Bros., Ltd., Metal-workers, Tewsley Street, Dunedin.
- Faulkner, J. and W., Ltd., Bedstead-makers, Castle Street, Dunedin.

- Gore Implement Exchange, 14 Medway Street, Gore.
 Hay, Jabez, and Co., Engineers, Ythan Street, Invercargill.
 Hayes, E., and Son, Engineers, Oturehua.
 Hume Steel, Ltd., Steel-pipe Manufacturers, Pelichet Bay, Dunedin.
 Hunter, G. R., Engineer, Thames Street, Oamaru.
 James, R., and Co., Blacksmiths, Hope Street, Dunedin.
 Johnston Bros., Engineers, Bluff.
 Johnston, J., and Sons, Blacksmiths and Engineers, Leet Street, Invercargill.
 Kenny, Clyde, and Co., Ltd., 277 Moray Place, Dunedin.
 Langmuir and Co., Ltd., Engineers, Leet Street, Invercargill.
 Leech, Turner, Ltd., Engineers, 106 King Street, Dunedin.
 McGregor, J., and Co., Ltd., Engineers, Mason Street, Dunedin.
 McQuarrie, D., and Co., Blacksmiths, Tay Street, Invercargill.
 McRobie, W. D., Blacksmith, Tay Street, Invercargill.
 Mann, J., Engineer, Castle Street, Dunedin.
 Manson, G. and J., Engineers, Princes Street South, Dunedin.
 Martin, Robert M. V., Engineer, Winton.
 Methven, G., and Co., Ltd., Engineers, Anderson's Bay Road, Dunedin.
 Millis, R., and Son, Ltd., Engineers, 19 Bath Street, Dunedin.
 Morrison, A., and Co., Engineers, 304 Moray Place, Dunedin.
 Moss and Watt, Engineers, 252 King Street, Dunedin.
 Newberry, Walker, Ltd., Foundrymen, Thomas Burns Street, Dunedin.
 Nicholson, J., Engineer, Bluff.
 Niven, J. J., and Co., Ltd., Engineers, 401 Moray Place, Dunedin.
 North Otago Engineering Co., Ltd., Tyne Street, Oamaru.
 Otago Harbour Board, Dunedin.
 Port Chalmers Marine Repair Works (Union Steamship Co., Ltd.).
 Port Chalmers.
 Price, Charles T., Engineer, Maclaggan Street, Dunedin.
 Radiation (N.Z.), Ltd., Jutland Street, Dunedin.
 Reid and Gray, Ltd., Engineers, Burnside.
 Reid, Ernest, Engineer, Thames Street, Oamaru.
 Scott, J. and A. P., Ltd., Engineers, Leith Street, Dunedin.
 Scurr, T., Ltd., Engineers, 329 Cumberland Street, Dunedin.
 Shacklock, H. E., Ltd., Engineers, Princes Street, Dunedin.
 Shiels, Jenkins, and Co., Engineers, Dee Street, Invercargill.
 Smith, Alex., and Co., Engineers, Ranfurly.
 Sparrow, J., and Sons, Ltd., Engineers, Rattray Street, Dunedin.
 Stevenson and Cook Engineering Co., Ltd., Beach Street, Port Chalmers.
 Storrie, Willet, Ltd., Implement-makers, Yarrow Street, Invercargill.
 United Trading and Manufacturing Co., Ltd., Gordon Street, Gore.
 Watson, J. E., and Co., Ltd., Implement-makers, Tay Street, Invercargill.
 Wilkins and Co., Engineers, Tay Street, Invercargill.
 Wilkinson, Callon, Ltd., Engineers, Tewsley Street, Dunedin.
 Wilson and Wilson, Tool-makers, St. Andrew Street, Dunedin.
 Wilson Bros., Engineers, Leet Street, Invercargill.
- Dunedin Engineers, Metal-workers, and Iron and Brass Founders'
 Industrial Union of Employers, 60 High Street, St. Kilda.
 Hendra, T. H., and Co., Ironworkers, 75 Castle Street, Dunedin.
 International Harvester Co., Castle Street, Dunedin.
 Macalister, J., Engineer, Invercargill.

Massey-Harris Co., Ltd., Richardson Street, Dunedin.

Maclean, T. L., Ltd., Oxy-acetylene Welders, corner Jervois and Crawford Streets, Dunedin.

Smith, J. B. A., Iron-founder, Maclaggan 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 1st day of June, 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 June, 1935.

[L.S.]

E. PAGE, Judge.

SCHEDULE.

Hours of Work.

1. (a) Forty-four hours shall constitute a week's work. No worker shall be required to work more than eight hours in any

one day except Saturday, nor more than four hours on Saturday, without payment of overtime: Provided that if the circumstances of any business require the working of the forty-four hours on five days of the week up to eight hours and forty-eight minutes may be worked each day without payment of overtime.

(b) The hours of starting and ceasing work shall be arranged in each establishment between the hours of 7 a.m. and 5 p.m. on five days of the week, and 7 a.m. and 12 noon on Saturday, with a break of not more than one hour for lunch.

(c) Shifts may be worked as required by the employer, provided that, where shifts are worked, eight hours on any day except Saturday, and four hours on Saturday, shall constitute a full shift. Workers working shifts shall be paid for each afternoon shift 1s., and for each night shift 1s. 6d. in addition to their ordinary pay. A worker required to work for less than three consecutive shifts shall not be deemed to be a shift worker, and shall be paid for such work at overtime rates.

Holidays.

2. (a) For work done on Sundays, Good Friday, and Christmas Day double-time rates shall be paid. For work done on New Year's Day, 2nd January, Easter Monday, Labour Day, and Boxing Day time and a half rates shall be paid.

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

(c) Notwithstanding the provisions of clauses 1 and 3 of this award, if the employees in any case desire to make up the time which ordinarily they would lose on account of the closing of the works for any holiday period, and arrange with their employer to make up such time, any time worked in excess of the ordinary daily hours for this purpose shall not entitle the worker to overtime payment.

Overtime.

3. (a) Overtime shall be worked as required by the employer. For all time in excess of the daily hours provided in clause 1 hereof workers shall be paid overtime at the rate of time and a quarter for the first two hours and thereafter time and a half until the ordinary time for commencing work each day.

(b) Any worker having worked continuously for twenty-four hours except for intervals for meals shall not be required to continue working without his consent. If he does continue working, he shall be paid double rates for all time worked on the second day.

(c) 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 workers travelling to and from their work.

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

(e) Meal-money: When a worker is required to work overtime in excess of one hour beyond the ordinary time for his ceasing work he shall be allowed meal-money at the rate of 1s. 3d. per meal, provided that he cannot reasonably get home for a meal in the time allowed and he has not been notified on the previous day that he would be required to work overtime. At Port Chalmers the meal allowance shall be 1s. 6d.

Wages.

4. (a) The following shall be the minimum rates of wages to be paid to the following classes of workers, namely:—

	Per Hour.	
	s.	d.
Cupola-furnacemen	1	9
Machinists	1	8
Blacksmith's striker	1	8
Steel sash, lift, and grill workers ..	1	7½
Adult workers after three years' continuous experience in sash, lift, and grill work	1	9
Repair work on ships and marine-boiler work	1	8
Implement assemblers	1	7½
Oxy-acetylene electric welders on steel sash, lift, and grill work, or on work of a like nature	1	8½
All other workers	1	7½

(b) All wages shall be paid weekly and on Friday, and within ten minutes of knocking off work. In the event of a holiday falling on a Friday, wages shall be paid on the Thursday.

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

Wages (Boys and Youths).

5. Boys and youths engaged in the trade shall receive the following rates of pay—

	Per Week.		
	£	s.	d.
First year	0	17	6
Second year	1	5	0
Third year	1	12	6
Fourth year	2	0	0
Fifth year	2	7	6

Provided that youths commencing employment at or over the age of eighteen years shall be treated as having entered upon their second year and shall be paid accordingly:

Provided further that any worker who on the completion of five years' service is under the age of twenty-one years may be employed at the rate of 1s. 3d. per hour until he reaches that age. The workers mentioned in clause 5 shall be deemed to be weekly workers, and no deduction shall be made from their weekly wages except for absence through sickness, accident, default, or other cause over which the employer has no control.

Female Employees.

6. Female workers may be employed under the conditions laid down in the award for male workers, subject to the following special conditions:—

(a) Hours of work: The hours of work shall be forty-four per week. A recess period of ten minutes shall be allowed and paid for during every morning and afternoon.

(b) Night shift: Women shall not be employed on night shift.

(c) Work and operations upon which female labour may be used: Viewing and examining, light drilling, light riveting, tapping or screwing, light milling or grinding, light lathe-work, light presswork, assembling, soldering, painting and spraying, packing, coremaking.

(d) Wages: The minimum wages for females shall be:—

	Per Week.		
	£	s.	d.
For the first six months	0	12	6
For the second six months	0	15	0
For the third six months	0	17	6
For the fourth six months	1	0	0
For the fifth six months	1	2	6
For the sixth six months	1	5	0
For the fourth year	1	10	0
For the fifth year	1	15	0

(e) Wages shall be paid weekly, but, subject to the provisions of the Factories Act relating to deductions from wages, only time worked shall be paid for.

(f) Conveniences: The employer shall provide the following:—

- (i) Overalls and caps, which shall be laundered by the employers.
- (ii) Work-seats, which shall be used wherever possible.
- (iii) Reasonable facilities for supplying warmth in cold weather.
- (iv) Lockers wherein clothes may be kept.
- (v) Boiling water at meal-times and for washing purposes.

Dirty Work.

7. (a) Any worker employed at the following work shall be paid 1s. 3d. per day extra as dirt-money: Under lower platform in engine-rooms and stokeholds, in confined spaces about ships' boilers, or between ship's side or bunker bulkhead and boilers, or between top of boiler and deck; repairing smoke-box doors, uptakes, and inside funnels; working inside furnaces, back ends and through manholes; all repairs inside bunkers; all repairs inside ballast-tanks; overhauling winches, traction-engines, locomotives, and undergear of tramcars; operating sand-blasting machines.

(b) A "day" shall mean any portion of the twenty-four hours a worker may be employed at that work.

Salvage Work.

8. (a) Each salvage job shall be considered on its merits by representatives of employers and employees, and the rate of pay awarded accordingly.

(b) In case of a disagreement arising as to any matter under this clause it shall be the duty of the employers and employees to take all necessary steps to effect a settlement without delay, and, pending such settlement, there shall be no delay in commencing salvage operations.

(c) Failing a settlement as provided in subclause (b) hereof, the dispute shall be referred to a committee consisting of three representatives of the union and three representatives of the employers, and if they fail to reach an agreement they shall appoint an independent chairman who shall have a casting vote.

Sanitary and other Conveniences.

9. (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 and for washing at knock-off times. "Suitable lockers" means lockers in which clothes may be hung up.

(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 instal suitable suction plant and fans.

(d) It shall be the duty of the shop foreman to keep all passages clear at casting-time.

Light and Shelter.

10. (a) In all cases where artificial light is required in or on dock or ship work, electric light shall be supplied where available; and proper shelter shall be provided and erected in wet weather, and also proper staging.

(b) Flares may be used with the consent of the workers.

Heat and Cold.

11. (a) Any worker required to work in any compartment or confined space where the heat exceeds 110 degrees Fahrenheit shall be paid, in addition to the rate of wages to which he is entitled for the time at which the work is performed, a special heat rate computed at ordinary-time rates for the time he is so employed.

(b) No worker shall be compelled to work in any space where the temperature has been raised to above 150 degrees.

(c) Workers engaged in freezing-chambers where the temperature is below 30 degrees shall be paid 3d. extra per hour while so engaged.

(d) The person in charge of the job and a representative of the workers shall determine and certify to the temperature of any place for the purpose of this clause of the award.

Access to Workshops and Shop Steward.

12. 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.

Travelling-time.

13. (a) Workers travelling between Port Chalmers and Dunedin or *vice versa*, shall be paid 5s. per day (or part of a day), such payment to cover travelling-time, railway fares, and meals. Where a worker is required to take tools that cannot be carried conveniently the employer shall arrange for the transport of same.

(b) Workers engaged at Dunedin or Port Chalmers, to be employed at other ports, shall be conveyed by their employer to and from such work free of charge, but once only during the continuance of such work. Time occupied in travelling during ordinary working-hours or on Sunday between 8 a.m. and 5 p.m. or Saturday afternoons up to 5 p.m. shall be paid at ordinary rates.

(c) When a worker is required to travel by steamer, a saloon passage, on boats other than mail-steamers, shall be provided.

(d) Workers, when working at out-ports, shall be provided by the employer with suitable board and lodging.

Outside Work.

14. (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 employer's expense.

(b) Travelling-time shall be paid for at ordinary rates, but not to a greater amount than eight hours in the 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 at 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.

(e) Workers required to travel by boat or train shall have meals provided by the employer in all cases where meals are not included in the fare.

Accidents.

15. (a) A St. John Ambulance (or similar) first-aid compressed kit shall be kept in a convenient and accessible place in every works, also conveniences for a supply of hot water at short notice.

(b) A suitable ambulance first-aid outfit shall be available for any worker when employed on outside work.

Under-rate Workers.

16. (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.

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. 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 18th day of November, 1929, 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 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.

Matters not provided for.

18. If a dispute shall arise between the parties to this award upon any matter arising out of or in connection with the award and not specifically dealt with therein, it shall be referred to a committee comprised of three representatives of the union and three representatives of the employers, with an independent chairman, for decision. The decision of a majority of this committee shall be binding. If no decision can be arrived at either party may refer the matter to the Court.

Exemptions.

19. With the exception of clause 17, nothing in this award shall apply to workers employed in the porcelain-enamelling department of any employer bound by this award, in respect of whom the following provisions shall apply:—

(a) Adult male workers shall work shifts of eight hours each, including half an hour crib-time, and shall be paid not less than 1s. 8d. per hour.

(b) All time worked in excess of eight hours shall be paid for at the rate of time and a quarter for the first two hours and time and a half thereafter.

(c) For all work done on Sunday time and a half rates shall be paid, and for all work done on Christmas Day, Boxing Day, and New Year's Day, double-time rates shall be paid.

(d) Workers employed on sand-blasting machines shall be paid 1s. per shift extra as dirt-money.

(e) Youths may be employed in this department at the rates of wages prescribed in clause 5 of this award, provided they are not required to work in excess of the hours prescribed in clause 1 (a) without payment of overtime.

Scope of Award.

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

Term of Award.

21. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st 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 1st day of June, 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 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.
