

NORTHERN, TARANAKI, WELLINGTON, CANTERBURY, AND
OTAGO AND SOUTHLAND **LEAD-BURNERS AND CHEMICAL
PLUMBERS.**—AWARD.

[*Filed in the Office of the Clerk of Awards, Wellington.*]

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Canterbury, and Otago and Southland Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the New Zealand (except Westland) Plumbers, Gasfitters, and Related Trades' Industrial Union of Workers (hereinafter called "the union") and the undermentioned companies (hereinafter called "the employers") :—

Challenge Phosphate Co., Ltd., Otahuhu, Auckland,
S.E. 7.

Dominion Fertilizer Co., Ltd., Ravensbourne, Dunedin.
Kempthorne, Prosser, and Co. (N.Z.) Drug Co., Ltd.,
Westfield, Auckland, S.E. 7.

Kempthorne, Prosser, and Co. (N.Z.) Drug Co., Ltd.,
Wanganui.

Kempthorne, Prosser, and Co. (N.Z.) Drug Co., Ltd.,
Hornby, Christchurch.

Kempthorne, Prosser, and Co. (N.Z.) Drug Co., Ltd.,
Burnside, Dunedin.

New Zealand Farmers' Fertilizer Co., Ltd., Te Papapa,
Auckland.

New Zealand Farmers' Fertilizer Co., Ltd., Smart Road,
New Plymouth.

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 from the 19th day of June, 1939, and shall continue in force until the 19th day of June, 1940, 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 June, 1939.

[L.S.]

P. J. O'REGAN, Judge.

SCHEDULE.

Industry to which Award applies.

1. The industry to which this award applies is lead-burning and chemical plumbing in and about chemical-manure works.

Hours of Work.

2. (a) The ordinary hours of work shall be forty per week, and shall not exceed eight hours, to be worked between 7.30 a.m. and 5 p.m. each day, from Monday to Friday, both days inclusive.

(b) One hour shall be allowed for dinner each day, but an employer may agree with his workers to allow not less than half an hour.

Wages.

3. (a) The minimum rate of wages for lead-burners and chemical plumbers other than trainees or apprentices shall be £6 10s. per week.

(b) Any worker receiving a higher wage than herein prescribed shall not have his wages reduced during the present employment.

Payment of Wages.

4. (a) Wages shall be paid not later than Thursday of each week and during working-hours.

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

Overtime.

5. (a) Time worked outside of or in excess of the hours prescribed in clause 2 hereof shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b) Any worker, having worked all day and night and working on into the ordinary working-hours of the next day, shall be paid double time rates for all such time worked on the second day.

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

(d) Any time worked in excess of five hours without time being allowed for a meal shall be paid for at double time rates.

(e) If any worker works overtime and is unable to reach his home by the usual public means of travelling, then his employers shall provide a conveyance.

Terms of Employment.

6. (a) The employment shall be a weekly employment, and not less than one week's notice shall be given by either party of the termination of employment.

(b) An employer shall be entitled to make a rateable deduction from the wages of workers for time lost through sickness or default, or through accident not arising out of or in the course of the employment.

Transfer of Workers.

7. (a) If a worker is transferred temporarily from one works to another at such a distance that he is unable to return to his home at night, the employer shall pay such worker's fare, first-class rail or steamer, and a board and lodging allowance at the rate of £1 10s. per week.

(b) This clause shall not apply to permanent transfers made to another district with the consent of the worker.

Meal-money.

8. In the case of 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, pay each such worker 1s. 6d. tea-money. Irrespective of any meal due or tea-money payable under the foregoing, in the event of any worker situated as aforesaid being called back to work after 1 p.m. on Saturday and not having been given notice on the day previous of his being required to so work, the employer shall provide such worker with a midday meal or, at the employer's option, pay such worker 1s. 6d. meal-money.

Piecework.

9. All piecework is prohibited.

Tools and Special Conditions.

10. (a) Workers shall be supplied with all tools and tubes required, except rule, hammer, and lead-burning torches, also gum boots, gloves, and rubber aprons when necessary.

(b) Reasonable compensation at amounts to be mutually agreed on shall be paid by employers for workers' clothes accidentally destroyed by acid.

Holidays.

11. (a) The following shall be recognized as holidays and shall be allowed to all workers coming under this award in accordance with the Factories Act: New Year's Day, Good Friday, Easter Monday, Labour Day, Christmas Day, Boxing Day, the birthday of the reigning Sovereign, and Anzac Day.

(b) Should any of the above holidays, except Anzac Day, fall on a Sunday, then for the purpose of this award such holiday shall be observed on the following Monday.

(c) Time worked on any of the foregoing holidays, or days observed in lieu thereof, or on any Sunday shall be paid for at double time rates in addition to the weekly wages.

Annual Holiday.

12. Each worker shall be allowed on completion of each year of service an annual holiday of one week on full pay at ordinary rates. If the employment is terminated, other than for misconduct, in less than twelve months but after three months of any year, the worker shall be allowed a proportionate holiday or payment in lieu thereof at ordinary rates.

Right of Entry upon Premises.

13. Every employer bound by this award shall permit the secretary or other authorized officer of the union of workers to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Extension of Hours under Factories Act.

14. Pursuant to the provisions of section 3 of the Factories Amendment Act, 1936, the limits of hours fixed by subsection (1) of that section are hereby extended upon the terms of this award in respect of every occupier of a factory bound or to be bound by this award.

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.

Workers to be Members of Union.

16. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Application of Award.

17. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial districts to which this award relates.

Scope of Award.

18. This award shall operate throughout the Northern, Taranaki, Wellington, Canterbury, and Otago and Southland Industrial Districts.

Term of Award.

19. This award shall come into force on the 19th day of June, 1939, and shall continue in force until the 19th day of June, 1940.

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 June, 1939.

[L.S.]

P. J. O'REGAN, Judge.

MEMORANDUM.

The matters in dispute were those relating to wages, overtime, holidays, terms of employment, and transfer of workers. These the Court has settled. Mr. Prime does not agree with the rate of wages fixed, as he contends that it should be no higher than the Court's standard rate for skilled workers.

One other matter remained in dispute; the employers proposed that provision should be made for trainees, but the union opposed this on the ground that an apprenticeship order should be made in due course providing terms and conditions of apprenticeship. On this issue the Court expresses no opinion in the meantime, but draws attention to the fact that the counter-proposals of the employers provide for a training period of six months, while the evidence tendered to the Court for both sides seemed to indicate that a longer period of training is required. The Court suggests that the parties confer as soon as possible, with a view to arriving at an agreement as to whether provision should be made by means of a supplementary award for trainees or an apprenticeship order made covering such workers, and, in either event, to make the necessary provision as to terms and conditions. The Court will, if desired, make retrospective as to wages any agreement come to so that it may operate as from the same date as this award.

P. J. O'REGAN, Judge.