

(2.) CANTERBURY BOOTMAKERS.

In the Court of Arbitration of New Zealand.—In the matter of an industrial dispute between the New Zealand Federated Boot Trade Industrial Association of Workmen (hereinafter called “the said union”) and the New Zealand Boot-manufacturers’ Industrial Union of Employers (hereinafter called “the said association.”)

Whereas the said association submitted to the members of the said union a certain printed document, a duplicate of which was produced at the hearing of the present case, and marked “A,” setting out the conditions of labour and other provisions relating to the constitution of boards for the settlement of disputes and other matters relating to the employment of labour, by the terms of which said document the members of the said association and the members of the said union in the employment of any member of the said association were to be bound: And whereas the said union objected to certain of the conditions and provisions contained in such document, and contended that they should be altered or modified in certain particulars: And whereas the question of whether the said document as originally submitted should be binding upon the parties, or whether and in what particulars it should be added to, altered, or modified, so as to be binding, was duly referred to and considered by the Conciliation Board for the Industrial District of Canterbury, and was afterwards duly referred to and considered by this Court: And whereas, upon hearing the parties by their representatives, and the evidence adduced on both sides, it was considered by this Court that the document marked “A” should be added to, altered, and modified in certain particulars, and, as so added to, altered, and modified, should be binding upon the parties: And whereas the schedule hereto represents the said document, with the alterations, additions, and modifications made by this Court embodied in it:

Now this Court doth award that, as between the said union and the members thereof and the said association and the members thereof, the terms, conditions, and provisions set out in the schedule hereto shall be binding upon the said union and every member thereof, and upon the said association and every member thereof; and that the said union and the said association and every member thereof respectively shall do, observe, and perform every matter

and thing by the said terms, conditions, and provisions on its or his part required to be done, observed, or performed, and will not do anything in contravention of the said terms, conditions, and provisions, but will in all respects abide by the same. And this Court doth further order that this award shall continue in force until the 31st day of December, 1897.

In witness whereof the seal of the said Court has been hereunto and to the said schedule affixed, and the President of the said Court hath hereunto and to the said schedule set his hand, this 3rd day of December, 1896.

(L.S.)

JOSHUA STRANGE WILLIAMS, President.

THE SCHEDULE BEFORE REFERRED TO.

General Rules.

1. Subject to rule 2, (a.) it is the individual right of the employer to decide who he shall employ or dismiss; (b.) it is the individual right of the workman to accept or refuse work from any employer.

2. Employers shall employ members of the New Zealand Federated Bootmakers' Union in preference to non-members, provided there are members of the union who are equally qualified with non-members to perform the particular work required to be done, and are ready and willing to undertake it. When non-members are employed, there shall be no distinction between members and non-members; both shall work together in harmony, and both shall work under the same conditions and receive equal pay for equal work. Any dispute under this rule shall be decided by the Chairman of the Conciliation Board for the district under the Industrial Conciliation and Arbitration Act, or if he shall be unable or unwilling to act then by some person nominated by him, not being connected with the trade, and not being a manufacturer or employed in any trade.

3. These rules and conditions shall apply to the clicking, benching, finishing, and machinery departments.

4. (a.) Every employer is entitled to the fullest control over the management of his factory, and to make such regulations as he deems necessary for time-keeping and good order.

(b.) To pay either the recognised piecework rate or weekly wages, provided that in the slack season weekly hands and pieceworkers employed on the same class of work shall start and cease working at the same hour.

(c.) There shall be no restriction in the employment or wages of hands engaged by the week, when the wages are satisfactory to the employer and the employed, subject to the recognised minimum, and any person shall be at liberty to arrange with his employer to work on the weekly-wage system.

(d.) To introduce machinery at any time without notice and to

divide or subdivide the labour in connection with such machinery as may be necessary.

5. (a.) Each manufacturer is to regulate his or their working hours, but in no case shall a day's work exceed nine hours subject to forty-eight hours being considered a full week.

(b.) All hours worked in excess of forty-eight per week shall be classed as overtime, and be subject to further payment as follows:

(a.) Weekly-wages men over forty-eight hours per week, time and a quarter. (b.) Pieceworkers over forty-eight hours per week 3d. per hour.

6. The general board shall from time to time fix the minimum rate of weekly wages in the clicking, benching, finishing, and machinery departments for forty-eight hours' work, according to the amount of skill required for such work. Short time to be deducted at the same rate as paid.

7. Employers shall find all grindery, workshop's light, &c., and serve out all colours and materials required by them to be used. All work in connection with the clicking, benching, and finishing departments shall be done in the workshops.

8. (a.) The principle of the adjustment of wages by mutual agreement shall apply to all work in connection with clicking, benching, or finishing, whether such work is performed by hand or machine, and minimum wage to be paid for any process or operation, whether performed by hand or machine, shall be on the basis of the skill required for such process or operation.

(b.) No restriction shall be placed upon the output of any machine or with the method of working such machine. For the purpose of fixing a fair minimum wage for the work in connection with machinery as per subsection (a), a reasonable time shall be allowed to each manufacturer to ascertain the value of the work to be performed.

Constitution of General Board.

(a.) There shall be a general board of conciliation held in Christchurch in September in each year, consisting of six members of the New Zealand Boot-manufacturers' Association and six employes working for the members of the association, nominated by the New Zealand Federated Boot-trade Association, who must hear testimony, examine witnesses, and decide on the merits of the case. Said members shall be elected in October in each year, and shall serve for twelve months, and be eligible for re-election. Should any manufacturer elected a member of the general board cease to be a member of the New Zealand Boot-manufacturers' Association, or a workman leaves the employ of an associated manufacturer during their term of office, it shall be deemed a disqualification, and the vacancies so caused shall be filled within twenty-eight days. Three members shall form a quorum. A majority of votes shall be final in all cases, but the vote of any absent member may be used by the side he represents. Either party may give one month's notice of

its intention to be represented at a meeting by ten representatives in lieu of six. In such a case the other party, though its representation is not increased, shall have ten votes.

(b.) The board shall elect a chairman outside of its members, who shall not have either a deliberative or casting vote.

(c.) In case of a tie vote the disputed question shall be submitted to the Court of Arbitration under the Conciliation and Arbitration Act, but this shall not prevent the matter being referred to private arbitration, if both sides mutually agree to this course, and any decision arrived at by private arbitration shall be final and binding on all parties.

(d.) Decisions of the board shall be binding upon all members of the New Zealand Boot-manufacturers' Association and all employés working for said manufacturers.

(e.) All expenses in connection with arbitration shall be borne by the losing party; the proportion of expenses to be equal on both sides, but no expenses will be allowed to witnesses.

(f.) The board may be summoned by request of half its members on payment of a deposit of £10.

Powers of General Board.

To deal with all questions affecting the wages of workmen in the above departments; to alter the scale of pay for pieceworkers; to alter the amount of the minimum wage; to alter the piecework system from time to time as the development of the trade may demand; to fix new prices for piecework; to deal with the proportion of apprentices to journeymen; to make an agreement for a period not exceeding three years.

Constitution of Private Arbitration Board.

Within twenty-eight days after date of meeting of each alternate general board, one arbitrator shall be elected by the manufacturers and one arbitrator by the workmen; each side shall submit to the other the name of their arbitrator addressed to the persons authorised by general board to receive such notice. The two arbitrators shall be requested to elect an umpire, and the three persons shall then constitute the private arbitration board, and their decision on any questions referred to them for settlement shall be legal and binding upon all parties, and have the same effect as an award under the Conciliation and Arbitration Act. The board shall hold office for two years.

Constitution of Local Boards.

a. A local board of conciliation shall be established in Wellington, Christchurch, and Dunedin, or in any other place that may be hereafter mutually agreed upon, consisting of three members of the New Zealand Boot-manufacturers' Association or their nominees, being members of the association, or their managers, and three employés working for members of the association, nominated by the

local union. Four to form a quorum. The vote of any absent member may be used by the side he represents.

b. The said members shall serve for not less than six months, unless disqualified from acting as a member of the board.

c. The board shall meet when required, but not oftener than once each month.

d. Copies of all correspondence shall be kept by the secretary, and shall be produced at each board meeting.

e. Should a dispute arise that requires an immediate settlement, and upon which the local board to which it was referred to cannot agree, each side shall submit their views in writing to the other local Boards, whose decision, by a majority, shall be binding until the next general board meeting, when the decision can be confirmed, amended, or rescinded.

f. All complaints must be made in writing, and sent in at least three days prior to the meeting of the local board, when the secretary shall immediately advise members of the business to be transacted.

g. In all disputes, one representative of the employers, and one representative of the employes, will be allowed to state the case under discussion, provided that such representative is connected with the trade and is a party to this agreement. Witnesses may be called, but all must retire while the board decide the case.

h. Should a new class or method of work be introduced by any manufacturer for which no provision has been made for piecework, and for which piecework prices are required by the manufacturer, a sample shall be immediately submitted to the local board of conciliation for the purpose of having a price fixed; and should the price so fixed be considered satisfactory by a majority of the members of the board, it shall be added to the statement of prices, and the local board shall have power to fix the price pending its confirmation or alteration by the general board. The price fixed for the new class of work by the local board shall take effect as from the date on which a written notice was received from the workman, or his representative, by the employer.

All general board's decisions or arbitration awards shall be printed and posted in each associated factory within twenty-one days from date of meeting or award.

All local boards' decisions shall be forwarded to all other local boards within forty-eight hours after meeting.

Powers of Local Boards.

To deal with any breach of the statement properly reported by either side to have been made.

To arrange all matters relating to wages not already provided for by the general board.

Pending the discussion and decision of any difference or dispute between the parties hereto, or any member of an organization, there

shall be no lock-out, strike, stoppage or cessation of work by either employer or employed.

Work shall be continued at the rates and conditions ruling at the time the dispute occurred until the ruling of the arbitrators has been received.

The general wages of the statement can only be altered at the annual meeting of the general board, and either side wishing to effect an alteration must give notice in writing not later than July 15th, setting forth as fully as possible the details of the proposed alteration.

Conditions of Labour.—Labour Departments.

Clicking; benching means rivet, M-sewn, or pegged work; finishing; machinery. Minimum weekly wage: Clickers, benchers, finishers, 40s.

Any person working in any of the departments governed by the minimum wage who are not capable of commanding the wage may refer their case to the local board of conciliation, who shall deal with it, and whose decision shall be final.

Employment of Apprentices.

1. No arrangements in existence on the date of introduction of this statement shall be interfered with.

2. All apprentices shall serve for a term of five years, but it shall be optional on the part of the employer whether he indentures them or not.

3. Each apprentice may have three months' trial at any branch of the trade previous to being indentured, but a second trial will not be allowed in the same branch.

4. The proportion of apprentices to journeymen in the several branches of the trade, as follows:—

Clicking department: One apprentice to every three men or fraction of first three. (In addition to the number of boys allowed as apprentices in this department extra boys may be employed in cutting any class of fittings only, in proportion of one to every five men or fraction of first five. If any such boy is subsequently apprenticed he shall serve the full term of five years.) * Benching department: One apprentice to first four men or fraction of first four. Finishing department: One apprentice to every four men or fraction of first four.

5. For the purpose of determining the proportion of apprentices to journeymen a given number of men must have been employed in any shop or factory for six months equal to two-thirds full time.

6. Employers' sons shall not be restricted by any rules or regulations made under this statement.

(L.S.)

JOSHUA STRANGE WILLIAMS, President.