

(34.) CHRISTCHURCH TINSMITHS.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1894,” and the amendments thereof; and in the matter of an industrial dispute between the Christchurch Tinsmiths and Sheet-metal Workers’ Industrial Union of Workers (hereinafter called “the union”) and George H. Albrecht, of Armagh Street, Christchurch; Thomas Crompton, of Tuam Street, Christchurch; Alfred J. White’s executors, of Tuam Street, Christchurch; Thomas Watters, of Tuam Street, Christchurch; William H. Harris, of Colombo Street, Christchurch; the Christchurch Meat Company (Limited), of Hereford Street, Christchurch; the Canterbury Meat Company (Limited), of Hereford Street, Christchurch; George Adcock, of Lichfield Street, Christchurch; Thomas J. Edmonds, of Ferry Road; Scott Brothers, of Manchester Street, Christchurch; Trent Brothers, of Durham Street, Christchurch; the Christchurch Gas Company (Limited), of Gloucester Street, Christchurch; Arthur Hollobon, of Colombo Road, Sydenham; the Crown Ironworks Company (Limited), of Armagh Street, Christchurch; Aulsebrook and Co., of St. Asaph Street, Christchurch; Herbert James Hardingham, of Christchurch; and Hement Brothers, of Hereford Street, Christchurch.

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 the above-named Thomas Crompton in person, the executors of A. J. White by A. C. Reid (one of such executors), the above-named Thomas Watters, William Harris, and George Adcock in person, the above-named Scott Brothers by J. L. Scott (a member of the said firm), the above-named Trent Brothers by Frederick Trent (a member of the said firm), the above-named Christchurch Gas Company (Limited) by R. C. Bishop (the secretary of the said company), the above-named Crown Ironworks Company (Limited) by S. Manning (chairman of directors of the said company), the above-named Aulsebrook and Co. by R. E. McDougall (trading under that style), the above-named Canterbury Meat Company (Limited) by Mr. Waymouth (manager of the said company), the above-named Christchurch Meat Company by Mr. Gilbert Anderson (manager of the said company), and the above-named Herbert James Hardingham in person; and having also heard the witnesses called by and on behalf of the union, and by such of the said employers appearing as desired to call evidence, and cross-examined by the said parties respectively, and none of the other persons or firms above named appearing, doth hereby order and award as follows, that is to say:—

1. This award shall be binding upon and shall affect the following persons, firms, and companies above named, that is to say: George H. Albrecht, Thomas Crompton, the executors of Alfred J. White, William H. Harris, George Hadcock, Hement Brothers, Thomas J. Edmonds, Arthur Hollobon, the Crown Ironworks Company (Limited), and Herbert James Hardingham. The persons, firms, and companies mentioned in this paragraph are hereinafter, for the sake of brevity, referred to as “the said employers.”

2. This award shall bind the above-named Trent Brothers if they shall manufacture tinware for sale, but if they shall not manufacture tinware for sale otherwise than to enclose their manufactures, then this award shall not bind them.

3. This award shall not bind or affect the following persons, firms, and companies, that is to say: Thomas Watters, the Christchurch Meat Company (Limited), the Canterbury Meat Company (Limited), Scott Brothers, the Christchurch Gas Company (Limited), and Aulsebrook and Co. The said persons, firms, and companies are hereby expressly excluded from the provisions of this award.

4. As between the union and the members thereof, and the said employers named in paragraph 1 hereof and each and every of them, and as between the union and the members thereof, the above-named firm of Trent Brothers, if they shall manufacture tinware for sale otherwise than as mentioned in paragraph 2 hereof, the terms, conditions, stipulations, and provisions hereinbefore contained shall be binding upon the union and upon every member thereof, and upon the said employers and each and every of them, and in the events aforesaid upon the said firm of Trent Brothers, that is to say:—

5. Forty-eight hours shall constitute a week's work, made up as follows, namely: From Monday to Friday inclusive, eight and three-quarter hours' work; and on Saturday, four and a quarter hours' work. Work shall cease at noon on Saturday.

6. Only two classes of labour shall be recognised—namely, journeymen and apprentices.

7. Piecework shall not be permitted.

8. Except as hereinafter provided, the minimum rate of wages of journeymen shall be 9s. per day of eight hours.

9. Workmen employed solely in the making of hollow-ware, such as baths and buckets, may be paid such rate of wages less than 9s. per day as may at any time, and from time to time, during the currency of this award be fixed by the union by a resolution of its committee or of a general meeting of its members. Any such resolution shall apply to all workmen engaged in such branch of manufacture.

10. Any workman who considers himself not capable of earning the minimum wage may be paid such less sum (if any) as shall from time to time be agreed upon in writing between such workman and the chairman and secretary of the union; and, in default of such agreement, as shall be fixed in writing by the Chairman of the Conciliation Board for the industrial district upon the application of such workman, after twenty-four hours' notice to the secretary of the union, who shall (if desired by him) be heard by such Chairman on such application.

11. All time worked beyond the hours hereinbefore mentioned shall be considered overtime, and shall be paid for at the following rates, namely: From 5 p.m. to 9 p.m., time and a quarter; from 9 p.m. till 12 midnight, time and a half; and from midnight till the hour of beginning work next morning, double rates. On Saturdays overtime shall be paid for at time-and-half rates from 12 o'clock noon. Work done on Christmas Day, Good Friday, Anniversary Day, and Sunday shall be paid for at double rates; work done on all other recognised general holidays—namely, New Year's Day, Easter Monday, the birthdays of the reigning Sovereign and the Herir Apparent, Labour Day, and Boxing Day—shall be paid for at the rate of time and a half.

12. Apprentices shall serve an apprenticeship of five years, and shall be indentured, but this condition shall not affect any persons now serving an apprenticeship without indentures.

13. Apprentices shall be paid during the first year of their service the sum of 5s. for each and every week, with an increase at the commencement of each subsequent year of 5s. per week until the commencement of the fifth year, when the increase shall be 10s. per week.

14. All apprentices, whether now serving an apprenticeship or not, and whether indentured or not, shall be paid the minimum rate of wages mentioned in the last paragraph.

15. The proportion of apprentices to journeymen shall be one to every three journeymen or fraction of the first three journeymen.

16. For the purpose of determining the proportion of apprentices to journeymen, the journeymen taken into account must have been employed by the employer in the establishment in which such apprentices shall be taken for the preceding six calendar months for at least two-thirds of full time.

17. Where canister-making machines are used, at least one journeyman shall be employed as foreman.

18. Any workman employed upon work outside his employer's place of business shall be paid for his time in travelling to and returning from such work, and shall also be paid any travelling-expenses necessarily incurred by him. If any such workman shall be necessarily detained from his home all night in connection with such work, such workman shall also be paid all expenses necessarily incurred by him for board and lodging.

19. Employers shall employ members of the union in preference to non-members, provided that there are members of the union equally qualified with non-members to perform the particular work required to be done, and ready and willing to undertake it.

20. When members of the union and non-members are employed together there shall be no distinction between members and non-members, and both shall work together in harmony, and shall receive equal pay for equal work.

21. The union shall at all times keep, in some convenient place within one mile from the Chief Post-office in Christchurch, a book to be called the "employment-book," wherein shall be entered the names and exact addresses of all members of the union for the time being out of employ, with a description of the branch of the trade in which each such workman claims to be proficient; and the names, addresses, and occupations of every employer by whom each such workman shall have been employed during the preceding two years. Immediately upon any such workman obtaining employment a note thereof shall be entered in such book, and any change of address of any such workman shall also be forthwith entered in such book. The executive of the union shall use their best endeavours to verify all the entries contained in such book, and shall be answerable as for a breach of this award in case any entry therein shall be wilfully false to their knowledge, or in case they shall not have used reasonable endeavours to verify the same. Such book shall be open to every employer, without fee or charge, at all hours between 8 a.m. and 5 p.m. on every working-day. If the union fail to keep the employment-book in manner provided by this condition, then and in such case, and so long as such failure shall continue, any employer may, if he so thinks fit, employ any person or persons, whether a member or members of the union or not, to perform the work required to be performed, notwithstanding the foregoing provisions. Notice by advertisement in the two morning papers published in Christchurch shall be given by the union of the place

where such employment-book is kept, and of any change in such place.

22. And the Court doth further order and award that, as between the union and the members thereof, and the said employers mentioned in paragraph 1 hereof and each and every of them, the terms, conditions, and provisions herein contained shall be binding upon the union and the members thereof, and also upon the said employers mentioned in paragraph 1 hereof and each and every of them; and, further, that the union and every member thereof, and the said employers and each and every of them, shall respectively do, observe, and perform every matter and thing by the terms, conditions, and provisions of this award on the part of the union and the members thereof, and also on the part of the employers and each and every of them, respectively required to be done, observed, and performed, and shall not do anything in contravention of the said terms, conditions, and provisions, but shall in all respects abide by and observe and perform the same.

And the Court doth further award, order, and declare that any breach of the said terms, conditions, and provisions shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect of any such breach: Provided, however (as provided by the 3rd section of "The Industrial Conciliation and Arbitration Act Amendment Act, 1898"), that the aggregate amount of penalties payable under or in respect of this award shall not exceed £500.

And this Court doth further order that this award shall take effect as from the 12th day of March, 1899, and shall continue in force, and its provisions may be enforced, up to the 11th day of March, 1901.

And this Court doth further order that a duplicate of this award shall be filed in the Supreme Court of New Zealand, Canterbury District, at Christchurch.

In witness whereof the seal of the Court of Arbitration of New Zealand hath been hereunto put and affixed, and the President of the said Court hath hereunto set his hand, this 9th day of March, 1899.

W. B. EDWARDS, J., President.