

(56.) CHRISTCHURCH CARPENTERS AND JOINERS.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1894,” and of the amendments thereof; and in the matter of an industrial dispute between the Canterbury Carpenters and Joiners’ Industrial Union of Workmen and the Christchurch Branch of the Amalgamated Society of Carpenters and Joiners’ Industrial Union of Workmen (hereinafter collectively referred to as “the Workers’ Unions”), and the Builders and Contractors’ Association of Canterbury Industrial Union of Employers (hereinafter referred to as “the Employers’ Union”), and James Goss, of Durham Street, Christchurch; Williams and Stevens, of Tuam Street, Christchurch; Edward Welsh, of St. Asaph Street, Christchurch; Thomas Lyons, of South Belt, Christchurch; Bowron Brothers, of Manchester Street, Christchurch; the Canterbury Frozen Meat Company (Limited); and the Christchurch Meat Company (Limited).

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 Workers’ Unions by their respective representatives duly appointed, and having also heard the Employers’ Union by its representatives duly appointed, and the said James Goss in person, and the said Bowron Brothers by George Bowron (a member of the said firm), and the Christchurch Meat Company (Limited) by its representative duly appointed; and having also heard the witnesses called by and on behalf of the Workers’ Unions and of the Employers’ Union and the others of the said parties appearing respectively, and cross-examined by the said parties respectively, and the other parties above named not appearing either personally or by representative, doth hereby order and award as follows:—

1. *Award not to affect Meat Companies.*—The Canterbury Frozen Meat Company (Limited) and the Christchurch Meat Company (Limited) are hereby dismissed from this dispute, and shall not be affected by the provisions of this award.

The words “the individual employers,” where used in this award, shall mean and include the said James Goss, Williams and Stevens, Edward Welsh, Thomas Lyons, and Bowron Brothers.

2. *Wages.*—All journeymen carpenters, or journeymen carpenters and joiners, or journeymen joiners, shall be paid not less than 10s. 8d. for each day’s work of eight hours.

3. *Wages of Inferior Workmen.*—Any journeyman who considers himself not capable of earning the minimum wage may be

paid such less wage as may from time to time be agreed upon between such journeyman and the president of the union to which he belongs, and if he does not belong to either of the above-named unions, then between such journeyman and the president of the second named of the above-mentioned unions; and, in default of such agreement, within twenty-four hours after such journeyman shall have applied in writing to the secretary of the union, the president of which is hereby empowered to agree with him as to his wage, stating his desire that such wage shall be so agreed upon, then such wage as shall be fixed by the president of the union to which he belongs and the president of the Employers' Union, and if he does not belong to either union, then by the president of the second named of the said unions and the president of the Employers' Union; and, if such wage shall not be fixed by the persons hereby empowered to fix the same within twenty-four hours after such journeyman has applied in writing to the persons hereby empowered to fix the same, then such wage as shall be fixed by the Chairman of the Conciliation Board for the industrial district, after twenty-four hours' notice in writing to the secretary of the second named of the above-mentioned unions, who shall, if desired by him, be heard by such Chairman on such application. Any journeyman whose wage has been so fixed may work and be employed for such less wage for the space of six calendar months thereafter, and, after the expiration of the said period of six calendar months, until fourteen days' notice in writing shall have been given to him by the secretary of either of the said Workers' Unions requiring his wage to be again fixed in manner prescribed by this clause.

4. *Wages on Existing Contracts.*—Notwithstanding the provisions of clause 2 hereof, journeymen may be employed and may work for a wage not less than 10s. for each day's work of eight hours for the purpose of completing contracts by which any employer was bound on the 12th day of December, 1899; but any employer desiring to take advantage of this provision shall, within fourteen days from the day of the date hereof, give to the secretary of each of the Workers' Unions, and also to the secretary of the Employers' Union, notice in writing of the contracts in respect of which he claims to be entitled to the benefit of this provision, stating the date of each such contract, the name of the person with whom the same has entered into, and the nature of the work and where the same is to be performed; and no employer shall be entitled to the benefit of this provision in respect of any contract of which he has not so given notice.

5. *Hours of Work.*—The recognised hours of work shall be from 8 a.m. to 5 p.m. on each day except Saturday, one hour to be allowed each day for dinner, and on Saturday from 8 a.m. until noon, from the 1st day of August to the 30th day of April; and from 8 a.m. until 4.30 p.m. on each day except Saturday, one half-hour to be allowed each day for dinner, and on Saturday from 8 a.m. until noon, from the 1st day of May until the 31st day of July.

6. *Overtime*.—Overtime shall be paid for at the rate of time and a quarter for the first four hours, and time and a half afterwards, for all time worked on any day beyond the time mentioned in the last rule, and also for all time worked upon Sunday, or upon any of the following days, which shall be considered to be holidays, namely: New Year's Day, Good Friday, Easter Monday, the Birthday of the reigning Sovereign, Labour Day, Show Day, Anniversary Day, Christmas Day, and Boxing Day.

7. *Walking-time*.—Journeymen shall be at the place where their work is to be performed at the hour appointed for the commencement of work; but if such place is distant more than a mile and a half from the Chief Post-office in the City of Christchurch each journeyman employed thereon shall be paid at the ordinary rate of wages for the time occupied in proceeding thereto, at the rate of four miles for every hour (with a proportionate allowance for more or less than an hour), however and by whatever means he may proceed thereto, but there shall be deducted from such allowance the time occupied in proceeding for the first mile and a half from the residence of such journeyman. This rule shall apply also to apprentices.

8. *Country Work*.—Any journeyman or apprentice employed upon country work shall be conveyed by his employer to and from such work free of charge, or his travelling-expenses going to and returning from such work shall be paid by his employer, but once only during the continuance of the work, if such work is continuous, and the journeyman or apprentice is not in the meantime recalled by his employer.

9. *Travelling-time*.—Time occupied in travelling shall be paid for at ordinary rates, but no journeyman shall be paid more than an ordinary day's wages for any day occupied by him in travelling, although the hours occupied may exceed eight, unless he is upon the same day occupied in working for his employer.

10. *Allowance for Country Work*.—When the distance requires journeymen employed upon country work to sleep away from their homes an additional allowance of 15 per cent. upon the amount of their wages for the time so occupied shall be paid to them, and their employers shall also provide them with tents or other suitable sleeping-accommodation.

11. *Allowance to Apprentices*.—When apprentices are employed upon country work their employers shall provide them with suitable board and lodging at the expense of such employers.

12. *Sharpening Tools*.—On all outside jobs the employers shall afford facilities for sharpening tools, and a suitable place properly secured for the safety of the journeymen's tools.

13. *Sanitary Conveniences*.—The employers shall also provide necessary sanitary conveniences for their journeymen.

14. *Time for putting Tools in order*.—When men who have been employed for not less than one week are discharged, two hours shall be allowed to them to put their tools in order.

15. *Payment of Wages.*—Wages shall in all cases be paid weekly, and in money, and when not paid at the place where the work is in the course of being performed the time occupied by the journeymen in walking to the place of payment, and in waiting for payment, shall be paid for at ordinary rates: Provided that such time shall not be paid for when two men or less are employed upon any job.

16. *Apprentices.*—No limitation shall be put upon the number of apprentices. Apprentices shall serve an apprenticeship of five years, and shall be legally indentured: Provided that apprentices who on the 1st day of August, 1899, were serving an apprenticeship without indentures may complete such apprenticeship; but it shall be incumbent upon the employers with whom such apprentices were so serving to give notice in writing, within one calendar month from the date of this award, of the name of each such apprentice, and of the period when his service began and when it is to end.

17. *Wages of Apprentices.*—The wages to be paid to apprentices shall be: During the first year of the apprenticeship, not less than 5s. for each week; during the second year, not less than 10s. for each week; during the third year, not less than 15s. for each week; during the fourth year, not less than £1 for each week; and during the fifth year, not less than £1 5s. for each week. Such wages shall be paid to all apprentices whether serving an apprenticeship at the time of the making of this award or not, and whether indentured or not.

18. *Preference of Unionists.*—If and after either of the Workers' Unions shall so amend its rules as to permit any person of good character and sober habits now employed in the trade in this industrial district, and any person who may hereafter reside in this industrial district who is of good character and sober habits, and who is a competent journeyman, to become a member of such union upon payment of an entrance-fee not exceeding 5s., and of subsequent contributions, whether payable weekly or not, not exceeding 6d. per week, upon a written application of the person so desiring to join such union, without ballot or other election, and shall give notice in writing of such amendment with a copy thereof to the Employers' Union, and shall also publish a notice of such amendment with a copy thereof in the *Lyttelton Times* and also in the *Press*, newspapers published at the City of Christchurch, then and in such case and thereafter employers shall employ members of one or other of the Workers' Unions in preference to non-members, provided that there are members of either union equally qualified with non-members to perform the particular work required to be done, and ready and willing to undertake it.

19. *No Discrimination.*—Until compliance by one or other of the Workers' Unions with the conditions of the last clause, employers may employ journeyman whether members of either of the Workers' Unions or not; but no employer shall discriminate against the members of either of the Workers' Unions, and no employer shall, in the employment or dismissal of journeymen, or in

the conduct of his business, do anything for the purpose of injuring either of the Workers' Unions, whether directly or indirectly.

20. *Unionists and Non-unionists to work in harmony.*—When members of the Workers' Unions or of either of them 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. *Employment-book.*—So soon as either of the Workers' Unions shall perform the conditions entitling the members of the Workers' Unions to preference under the foregoing clauses, and at all times thereafter, each of the Workers' Unions shall keep, in some one convenient place to be agreed upon between such Workers' Unions within one mile from the Chief Post-office in the City of Christchurch, a book to be called "the employment-book" of the union keeping the same, wherein shall be entered the names and exact addresses of all the members of the union keeping such book who are for the time being out of employ, and the names, addresses, and occupations of every employer by whom such member of such union shall have been employed during the preceding nine calendar months. Immediately upon any such journeyman obtaining employment a note thereof shall be entered in such book. The executive of the Workers' Union keeping each such book shall use their best endeavours to verify 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. Each 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 except Saturday, and on that day between the hours of 8 a.m. and noon. If either of the Workers' Unions fails to keep the employment-book in manner provided by this clause, then and in such case, and so long as such failure shall continue, the members of the union failing to so keep such book shall lose their right to preference under the foregoing provisions. Notice by advertisement in the *Lyttelton Times* and the *Press*, newspapers published at the City of Christchurch, shall be given by each of the Workers' Unions of the place where the employment-book of such union shall be kept, and of any change in such place, and notice thereof shall also be given in writing to the Employers' Union.

22. *Preference of Service.*—Members of the Workers' Union, when entitled to and claiming preference of employment under the provisions of this award, shall, when out of employment and seeking employ, whenever possible, and if the conditions of employment are equal, having regard to the place of residence and other circumstances of each such member, give preference of service to members of the Employers' Union, provided that notice is given to such member of either of the Workers' Unions of the desire of any such member of the Employers' Union to employ him.

employers and workmen, if such should be established, shall agree upon, or otherwise it shall be fixed by the Chairman of the Board of Conciliation.

3. *Hours.*—Forty-four hours shall constitute a week's work. All time worked beyond eight hours on the first five working-days of the week and four hours on Saturday, also holidays—namely, New Year's Day, Good Friday, Easter Monday, Queen's Birthday, Arbor Day, Prince of Wales' Birthday, Christmas Day, and Boxing Day—shall be paid for at the rate of time and a quarter for the first four hours, and time and a half afterwards.

4. *Country Work.*—All men sent to a country job shall be conveyed or have their travelling-expenses and their time paid for going and returning, and an addition of 10 per cent. to their wages when the distance necessitates lodging; but where board and lodging are provided by the employer the 10 per cent. is not to apply.

5. *Suburban Work.*—The suburban limit for men walking to their work shall be two miles from their employer's yard. The time-limit for men being driven to work shall be 7.30 a.m. at the shop; beyond that distance Rule 4 to apply.

6. *Preference of Unionists.*—Employers shall employ members of the association in preference to non-members, provided that the members of the association are equally qualified with non-members to perform the particular work required to be done, and are ready and willing to undertake it.

7. Where non-members are employed there shall be no distinction between members and non-members, and both shall work together in harmony and receive equal pay for equal work.

8. Any dispute under the two last foregoing rules, if it cannot be settled by the committee above referred to, shall be decided by the Board of Conciliation.

The foregoing rules numbered respectively from 1 to 8 both inclusive embody the terms, conditions, and provisions referred to in the foregoing award, and thereby declared to be incorporated in and to form part thereof.

In witness whereof the seal of the Court of Arbitration of New Zealand hath been hereto affixed, and the President of the Court hath hereto set his hand, this 17th day of January, 1900.

(L.S.)

W. B. EDWARDS, J., President.

[NOTE.—The above conditions are made in the words of the award made on the 10th October, 1898, under the presidency of His Honour Mr. Justice Denniston, following the recommendation of the Conciliation Board, as a majority of the employers have entered into an industrial agreement with the union in these terms, and it is desirable that the same conditions should regulate the whole of the trade. The Court, however, considers that when the matter comes under consideration again both parties will do well to consider the more recent awards affecting the building trade, which contain provisions which experience has shown to be more conducive to the interests of both parties.]