

(91.) OTAGO BOILERMAKERS AND IRON-SHIP BUILDERS.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1900”; and in the matter of an industrial dispute between the United Boilermakers and Iron-ship Builders’ Union of Otago (hereinafter called “the union”) and the following employers: Dunedin Engineering Company; A. and T. Burt, Cumberland Street, Dunedin; Cossens and Black, Bond Street, Dunedin; J. Mann, Stuart Street, Dunedin; McGregor and Co., Stuart Street, Dunedin; J. Johnson and Sons, Kelvin Street, Invercargill; Southland Engineering Company, Dee Street, Invercargill; J. Sparrow, Rattray Street, Dunedin; Morgan and Cable, Port Chalmers; Otago Central Engineering Company (hereinafter called “the employers”).

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 representa-

tives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives, 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 observe 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 the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 1st day of September, 1901, and shall continue in force until the 1st day of September, 1903.

In witness whereof the seal of the Court of Arbitration hath been hereto put and affixed, and the President of the Court hath hereunto set his hand, this 26th day of August, 1901 (the Court having duly extended the time for making this award until the 31st day of August, 1901).

THEO. COOPER, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

1. *Hours of Labour*.—The hours of labour shall be forty-eight per week, made up as follows: Eight hours and three-quarters for the first five days, and four hours and a quarter on Saturdays; daily division of hours to be arranged in each establishment.

2. *Boilermakers*.—Boilermakers shall be of two classes: Class 1—“First-class boilermakers” shall mean those engaged to do flanging and angle-iron work, and also all those engaged on steam-tight work who are competent to set out a boiler. Class 2—“Ordinary boilermakers” shall mean those who are not competent to set out a boiler, but who are engaged to do steam-tight work (including riveters engaged in such work), plating or furnace-work, or repairing such work, and who are not required to do flanging or angle-iron work.

3. *Wages of Boilermakers*.—Class 1 shall receive not less than 1s. 4½d. per hour.

4. Class 2 shall not receive less than 1s. 3d. per hour.

5. *Riveters not engaged in Steam-tight Work.*—Riveters engaged on all other work not steam-tight shall receive not less than 1s. 1½d. per hour.

6. *Riveting and other Machines.*—Men in charge of punching-machines, hydraulic or other riveting-machines, to receive 1s. 2d. per hour; should a competent boilermaker as defined be the man in charge of any of these machines he is to receive a boilermaker's wages. Men in charge of a hand-riveting gang are to receive not less than 1s. 2d. per hour.

7. *Overtime.*—All time worked beyond the time mentioned in "Hours of labour" to be paid at the rate of time and a quarter for the first two hours, and thereafter time and a half, on every day except the King's Birthday, Good Friday, Christmas Day, New Year's Day, 2nd January, Labour Day, and Sundays, which are regarded as holidays, work on which shall be paid for at the rate of double time. No overtime shall be charged for any necessary repairs to employer's plant and machinery in workshop occasioned by breakdown.

8. *Country Work.*—Fare to be paid both ways, also living-expenses while on job. Time to count from time of leaving shop till return, but no more than eight hours shall be paid for travelling on any one day.

9. *Dirt-money.*—All boilermakers employed on dirty repairing-work outside the establishment to receive 1s. per day extra as dirt-money.

10. *Apprentices.*—All lads and youths shall be bound for a term for five years by a proper deed of apprenticeship.

11. Arrangements between employers and apprentices existing at the time of the hearing of this dispute in this Court shall not be prejudiced, but any employer then employing any apprentice otherwise than under indentures must procure such apprentice to be bound within three calendar months after the coming into operation of this award.

12. *Wages of Apprentices.*—The wages of apprentices engaged after the date of this award shall be: For the first year, 10s.; for the second year, 15s.; for the third year, £1; for the fourth year, £1 5s.; for the fifth year, £1 10s.

13. *Preference to Union Men.*—So long as the rules of the union permit any person of good character and sober habits, and a competent tradesman, to become a member on payment of an entrance fee not exceeding 5s., upon his written application, without ballot or other election, and so to continue upon contributing subscriptions not exceeding 6d. per week, the 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; but this shall not compel an employer to refuse employment to any person now employed by him.

13A. When union and non-union men are employed together they shall work in harmony, and shall receive equal pay.

14. The union shall keep in some convenient place within one mile from the Chief Post-office in the City of Dunedin, and also at some convenient place at Invercargill and at Alexandra, a book to be called "the employment-book," wherein shall be entered the names and exact addresses of all the members of the union for the time being out of employment, with a description of the branch of the trade in which each such journeyman claims to be proficient, and the names, addresses, and occupations of every employer by whom each such journeyman shall have been employed during the preceding two years. Immediately upon any such journeyman obtaining employment a note thereof shall be entered in such book. The executive of the union shall use their best endeavours to verify all the entries in such book, and the union shall be answerable as for a breach of this award in case any entry therein shall in any particular be wilfully false to the knowledge of the executive of the union, or in case the executive of the union 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 except Saturday, and on that day between the hours of 8 a.m. and noon. If the union 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, any employer may, if he so thinks fit, employ any person or persons, whether a member of the union or not, to perform the work required to be performed, notwithstanding the foregoing provisions. Notice by advertisement in the *Otago Daily Times* and the *Evening Star* newspapers at the City of Dunedin, and in the *Southland Times* published in Invercargill, and in the weekly newspaper published at Alexandra, shall be given by the union of the places where such respective employment-books are kept, and of any changes in such places.

15. If there shall be no members of the union at Invercargill equally qualified with non-members of the union to perform the particular work required to be done, and ready and willing to undertake it, then the employers may employ non-members of the union to perform such work.

16. If there shall be no members of the union at Alexandra equally qualified with non-members of the union to perform the particular work required to be done, and ready and willing to undertake it, then the employers may employ non-members of the union to perform such work.

17. Until compliance by the union with the conditions of clause 14, employers may employ journeymen whether members of the union or not; but no employer shall discriminate against members of the union, and no employer shall, in the employment or dismissal of journeymen or in conduct of his business, do anything for the purpose of injuring the union, whether directly or indirectly.

18. *Incompetent Workmen.*—Any workman who is not con-

sidered capable of earning the minimum wage shall be paid such less sum as shall from time to time be agreed upon in writing between such journeyman and the president or secretary of the union; and, in default of such agreement, as shall from time to time be fixed in writing by the Chairman of the Conciliation Board upon the application of the workman after twenty-four hours' notice to the secretary of the union, who shall have an opportunity of being heard by the Chairman.

19. *Detailed Disputes.*—Any dispute arising out of matters dealt with herein shall be referred to a conference between the secretary to the union and the employer or his agents, and in case of difference shall be settled by the Chairman of the Conciliation Board; but nothing herein contained shall be deemed to prevent any party from bringing before the Court any application for breach of or enforcement of this award.

The foregoing paragraphs numbered from 1 to 19 (both inclusive) embody the terms, conditions, and provisions referred to in the foregoing award, and are thereby and hereby 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 hereunto put and affixed, and the President of the Court hath hereunto set his hand, this 26th day of August, 1901.

THEO. COOPER, J., President.

(92.) ALEXANDRA AND CLYDE COAL-MINERS.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1900"; and in the matter of an industrial dispute between the Otago Coal-miners' Industrial Union of Workers (hereinafter called "the union") and the Alexandra Coal Company, Robert M. Findlay, William A. Thomson, and Robert Lett, all of Alexandra, and the Clyde Collieries Company (hereinafter called "the employers").

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 employers by their representatives duly appointed, and such witnesses as were produced before it, doth hereby order and award: That, as between the union and the members thereof and the employers and each of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and the members thereof and upon the employers and each of them, and the said terms shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, the union and the members thereof and the employers and each of them shall respectively do, observe, and perform every matter and thing by this award and by