

(128.) CANTERBURY CYCLE-WORKERS.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1900,” and its amendment; and of an industrial dispute between the Canterbury Cycle-workers’ Industrial Union of Workers (hereinafter called “the union”) and the following persons, firms, and companies (hereinafter called “the employers”): Oates, Lowry, and Co., Christchurch; H. T. Adams, Christchurch; T. Alexander, Linwood; Adnams Bros., Christchurch; Carmichael and Martin, Rangiora; E. Ritchie, Christchurch; C. Wood, Timaru; Truscott Bros., Leeston; H. Gardiner, Christchurch; L. Bird, Christchurch; Healing and Co., Christchurch; Dunlop Tire Company, Christchurch; R. Lightbody and Co., Christchurch; M. O’Brien, Christchurch; — Crawshaw, Christchurch; H. J. Ranger, Christchurch; C. Ray, Christchurch; E. Clark, Christchurch; Boyd and Son, Christchurch; B. Saville, Christchurch; H. Goodman, Christchurch; Gamage Cycle Company, Christchurch; Mason, Struthers, and Co., Christchurch; Anglo Cycle-manufacturing Company, Christchurch; R. Wilkins, Christchurch; Waverley Cycle Company, Christchurch; A. W. Smith, Christchurch; Massey-Harris Company, Christchurch; Wilkins, Odering, and Co., Christchurch; Adams Star Cycle Company, Christchurch; H. Howe, Christchurch; R. Kent, Christchurch; Morrow, Bassett, and Co., Christchurch; Best and Town, Christchurch; — Martin, Christchurch; Carson and Co., Ashburton; Bell Bros., 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 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 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 on the 27th day of October, 1902, and shall continue in force until the 27th day of October, 1904.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the President of the Court hath hereunto set his hand, this 17th day of October, 1902.

THEO. COOPER, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

Hours of Work.

1. That forty-eight hours shall constitute a week's work—viz., eight hours and three-quarters for five days, between 7.45 a.m. and 5.30 p.m., and four hours and a quarter on Saturday, between 7.45 a.m. and noon. All time worked in excess of these hours shall be deemed overtime, and be paid at the rate of time and a quarter for the first three hours and time and a half for the second three hours, and double time after second three hours and for Sundays, Good Friday, and Christmas Day. Overtime at the rate of time and a half to be paid for the following holidays: New Year's Day, Anniversary Day, Boxing Day, Labour Day, Easter Monday, King's Birthday, and Show Day.

Minimum Rates of Wages.

2. The following shall be the minimum rates of wages to be paid to workers: Men of and over the age of twenty-two years employed in polishing, plating, and enamelling, frame-building, and repairing, not less than 1s. per hour. Men of and over the age of twenty-two years employed at wheel-building, not less than 11d. per hour. Workers up to and under the age of twenty-two years shall be paid the following minimum rates of wages: Under and up to sixteen years, 10s. per week; sixteen to seventeen years of age, 15s. per week; seventeen to eighteen years of age, £1 per week; eighteen to nineteen years of age, £1 5s. per week; nineteen to twenty years of age, £1 10s. per week; twenty to twenty-one years of age, £1 15s. per week; twenty-one to twenty-two years of age, £2 per week.

Workers unable to earn the Minimum Wage.

3. Any worker who considers himself incapable of earning the minimum rate of wages hereinbefore prescribed for his age may be paid such lesser rate (if any) as may from time to time be agreed upon in writing between the president or secretary of the union and the employer from whom employment is asked; and, in default of such agreement, as may be fixed in writing by the Chairman of the Conciliation Board, twenty-four hours' notice of the application to such Chairman being first given to the secretary of the union, who shall be entitled to be heard by the said Chairman upon such application.

Preference.

4. If and so long as the rules of the union permit any person now employed in this industrial district in work specified in this award, and any other person now residing or who may hereafter reside in this industrial district, and who is a competent worker at work specified in this award, to become a member of the 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 the written application of the person so desiring to join the union, without ballot or other election, then and in such case employers, when engaging a worker for work specified in this award, shall employ members of the union in preference to non-members, provided 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. This clause shall not apply to any worker now in the employment of any employer so long as he continues in his present employment. Nor shall anything in this clause contained apply to youths under the age of eighteen years.

5. Employers shall not discriminate against members of the union, nor, in the engagement or dismissal of their men or in the conduct of their business, do anything for the purpose of directly or indirectly injuring the union.

6. When members and non-members are employed together they shall work together in harmony, and there shall be no distinction between them, and they shall receive equal pay for equal work.

7. The union shall keep at some place within a mile from the Chief Post-office, Christchurch (of which place notice shall be given by advertisement in the Christchurch *Press* and *Lyttelton Times* newspapers), an employment-book, wherein shall be correctly entered the names, addresses, and occupations of all the members of the union for the time being out of employment, and the class of work in which each such member claims to be proficient. Such book shall be open to the inspection of any employer without fee or charge at all hours between the hours of 8 a.m. and 5 p.m. on every working-day of the week except Saturday, and on that day between the hours of 8 a.m. and noon. If the union fail to keep the employment-book as aforesaid, then and so long as such failure shall continue the employers may employ any person, whether a member of the union or not, to perform the work required to be done.

Exemption from Award.

8. This award shall not apply to tire-workers so long as they are solely employed in the manufacturing or repairing of tires.

Term of Award.

9. This award shall come into operation on the 27th day of October, 1902, and shall continue in force until the 27th day of October, 1904.

In witness whereof the seal of the Court hath been hereto put and affixed, and the President of the Court hath hereto set his hand, this 17th day of October, 1902.

THEO. COOPER, J., President.

REASONS FOR AWARD.

This is the first time a dispute in this trade has come before the Court, and we have had some difficulty in coming to a satisfactory conclusion. There is no doubt that the large number of cycles and parts of machines imported from England and America has had the effect of restricting very materially the manufacture of cycles in this district, and that the larger proportion of workshops are engaged in repairing-work. We have had to take these matters into consideration in fixing the minimum wage of adult workers and in considering the employment and apprenticeship of youths. We have prescribed a minimum wage for adults which is, we think, fair for the employers and for the men engaged. We have not fixed the wages of turners. They are a skilled class, and ought to be paid the current rate of wages for turners in an engineering shop. There appear to be very few employed in this trade, and these appear to be getting the current rate of wages for tradesmen of that class. The minimum rates fixed for the workers under this award do not,

therefore, apply to turners, and they will be paid the wages they may agree upon in each instance with the particular employer.

The scale of wages we have prescribed for youths is, in our opinion, fair and reasonable, and we are clearly of opinion that we ought not to limit the number. Nor can we order the youths to be apprenticed. The circumstances proved before us satisfy us that in this trade apprenticeship is impracticable.

We have inserted in the award the usual preference clauses, there being, in our opinion, no reason why in this matter preference should not be granted.

THEO. COOPER, J., President.

(129.) CHRISTCHURCH RANGE-WORKERS.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1900," and its amendment; and of an industrial dispute between the Christchurch Range-workers' Industrial Union of Workers (hereinafter called "the union") and the following persons, firms, and companies (hereinafter called "the employers"): Scott Bros., T. J. Watters, T. Atkinson, Hepburn and Sons, J. Troup.

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 present 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 the sum of £100 shall be the maximum penalty by any party or person payable in respect thereof. And the Court doth further order that this award shall take effect