

(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

from the 27th day of October, 1902, and shall continue in force until the 27th day of October, 1904.

In witness whereof the Court has put and affixed its seal, 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. The recognised hours of work shall be forty-eight per week, made up as follows: Eight hours and three-quarters for each of the first five days of the week, and four hours and a quarter on Saturday. Beyond these hours overtime rates shall be paid. Should a public holiday intervene the time lost for such holiday shall be deducted from the forty-eight hours, and not from the overtime.

*Overtime.*

2. The following overtime rates shall be paid: Time and a quarter for the first two hours and time and a half for every subsequent hour.

Double time shall be paid for all work done on Sundays, New Year's Day, Good Friday, Easter Monday, the King's Birthday, Labour Day, and Christmas Day.

*Minimum Rates of Wages.*

3. The following shall be the minimum rates of wages to be paid to workers of and over the age of twenty-two years: For journey-men range fitters and polishers, 8s. 6d. per day; and for body fitters and grinders, 7s. 6d. per day.

4. The following shall be the minimum rates of wages to be paid to workers up to and under the age of twenty-two years: Under the age of 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.

The rate of overtime which shall be paid to all workers under and up to the age of nineteen years shall be 9d. per hour. Over that age, the rates prescribed in clause 2 hereof.

*Workers incapable of earning the Minimum Wage.*

5. Any worker who shall be deemed to be unfit to earn the minimum rate of wages shall have his case submitted to a committee consisting of his employer and the secretary or president of the union, and they shall decide what remuneration shall be paid to such worker. In the event of the committee being unable to agree, the question shall be determined by the Chairman for the time being of the Board of Conciliation.

*Travelling-expenses.*

6. In the event of a worker being required to work at a distance from the shop, he shall be paid for his time and all expenses incurred in travelling to and from the work.

*Preference.*

7. 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 on 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 a 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 workers 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.

8. 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.

9. When members of the union 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.

10. The union shall keep at some place within one mile from the Chief Post-office, Christchurch, a book to be called "the 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 particular class of work in which each such member claims to be proficient, and the name and address of every employer by whom such member shall have been employed in the preceding one year. Notice of the place where such employment-book shall be kept shall be given in the *Christchurch Press* and *Lyttelton Times* newspapers, and of any change in such place. Such book shall be open to the inspection of any employer without fee or charge on every working-day of the week except Saturday between the hours of 8 a.m. and 5 p.m., and on Saturdays 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 any employer may employ any person to do the particular work required to be done whether he be a member of the union or not.

*Term of Award.*

11. 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.

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REASONS FOR AWARD.

In this matter we fix the minimum rates of wages for journey-men range fitters and polishers at 8s. 6d. per day, and for body fitters and grinders at 7s. 6d. a day. These rates are slightly under the rates agreed upon some time ago in Dunedin by the union there and the employers in that city. We do not know the circumstances under which that agreement was made, and we can deal with the dispute here only on the evidence brought before us. The rates we fix are the minimum rates, and are, in our opinion, the fair minimum rates for this class of work in Christchurch after taking into consideration the evidence adduced on both sides, and the circumstances of the trade as proved before us.

We have not considered it necessary in this trade to limit the number of youths. We have provided a scale of wages sufficient to prevent any abuse, and the evidence does not disclose any improper employment of boy-labour in this trade in the past. We consider the union are in this dispute entitled to preference, and we have inserted the usual clauses accordingly.

THEO. COOPER, J., President.

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(130.) CANTERBURY METAL-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 Metal-workers' Assistants' Industrial Union of Workers (hereinafter called "the union") and the following persons, firms, and companies (hereinafter called "the employers"): J. Anderson and Sons, Scott Bros., Booth and Macdonald, P. and D. Duncan, W. Johnstone and Sons, Southland Implement and Engineering Company, Crawshaw and Co., Reid and Gray, Andrews and Beavan, Allinson and Co., R. Buchanan, Lucas Bros., J. Marshall, Price and Sons, Smith and Co., R. Tomline, Topliss Bros., Hepburn and Sons, T. J. Watters, T. Crompton, — Waddell, T. Danks, Crown Iron-works Company, — Atkinson.

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