

## (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 Ironworks 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

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 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 hereunto 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. The recognised hours of work shall be forty-eight per week, made up as follows: Eight hours and three-quarters for the first five days of the week, and four hours and a quarter on Saturday. One hour to be allowed each day for meals, except Saturday, if practicable.

*Night-workers.*

2. The hours for night-workers to be similarly arranged in each establishment. One hour to be allowed each night for meals when two shifts are worked; when three shifts are worked, meal-time as may be found practicable.

*Minimum Rates of Wages.*

3. The following shall be the minimum rates of wages: All labourers over twenty-one years of age to be paid not less than 11d. per hour. "Labourers" include all tradesmen's assistants, strikers,

yardmen, fettlers, and men working jib, double drills, and shearing or punching machines. If fitters or boilermakers are employed to work these machines they shall be paid the current rate of wages ruling in Christchurch for their respective trades.

4. Men employed as holders-up on furnace or flanging boiler-work shall be paid 1s. per hour. When employed on stokehole or tank work, or holding up when riveting on board ship, they shall be paid at the rate of 8s. 6d. per day of eight hours, and 1s. per day extra for dirt-money.

5. Workers under the age of twenty-one years shall be paid the following minimum rates of wages: Under and up to sixteen years, 10s. per week; sixteen to seventeen years, 15s. per week; seventeen to eighteen years, £1 per week; eighteen to nineteen years, £1 5s. per week; nineteen to twenty years, £1 10s. per week; twenty to twenty-one years, £1 15s. per week.

#### *Overtime.*

6. All time worked beyond the hours mentioned in clause 1 hereof shall be paid for as overtime at the rate of time and a quarter for the first two hours and time and a half afterwards. Double time shall be paid for work done on Sundays and holidays. These rates shall be paid to all workers of and over the age of nineteen years. For those up to the age of nineteen years the overtime rate shall be 9d. per hour. No overtime rate shall be charged for any necessary repairs to employers' plant and machinery in workshops caused by breakdown of the machinery.

#### *Travelling-expenses for Country Work.*

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

#### *Holidays.*

8. The following shall be the recognised holidays: New Year's Day, Good Friday, Easter Monday, Labour Day, the King's Birthday, Anniversary Day, Christmas Day, and Boxing Day.

#### *Workmen unable to earn the Minimum Wage.*

9. Any worker who does not consider himself capable of earning the minimum wage may be paid such less sum as shall from time to time be agreed upon in writing by a committee consisting of two members to be appointed by the majority of the employers and two to be elected by the union; and if the said committee shall be unable to agree upon such sum, then the sum shall be fixed by the Chairman of the Conciliation Board for this industrial district.

#### *Disputes.*

10. Any dispute or difference arising between the union and any of the employers in reference to any matter contained in this award shall be referred to a committee of two members to be ap-

pointed by the majority of the employers and two members to be elected by the union; and if the said committee shall not be able to agree thereon, then such dispute or difference shall be determined and settled by the said Chairman, subject, nevertheless, to the right of either party to such dispute or difference to appeal to the Court from the determination of such Chairman. The party appealing shall, within seven days after such decision shall have been communicated to him, give written notice of such appeal, and if he shall fail so to do the said determination of the Chairman shall be final.

*No Discrimination.*

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

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

*Term of Award.*

13. This award shall come into operation on Monday, 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 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.

In this matter there are one or two points requiring reference. The rate of wages has been fixed by us at a shade less than in a similar dispute at Dunedin. We find from the evidence that the work here is not generally so heavy as in Dunedin, and partakes more of the agricultural-implement class of work and less of the heavy class of work than in Dunedin.

The demands included men working at certain machines specified in detail. Some of these machines—the planing and milling machines—are not within the scope of this dispute at all, and we do not, therefore, deal with them. Other machines specified in the award may fairly come within the class of work covered by this dispute, and we have included these machines in the award. If, however, fitters or boilermakers are required to work at these machines, then these fitters and boilermakers are to be paid the current rates of wages ruling in Christchurch for their particular trades.

We have in the award regulated the rates of wages to be paid to youths assisting in the shops. The union asked us to do this, although no demand was made in the reference, and the employers have not objected. The scale we have fixed is a graduated rate of

payment according to age, and will, we think, prevent disputes arising in the future in reference to the employment and payment of this class of labour.

In this dispute we have, after considering the evidence and the nature of the employment, come to the conclusion that we ought not to grant preference. We have therefore inserted the usual no-discrimination clauses.

THEO. COOPER, J., President.

(131.) CANTERBURY SHEARERS.—AWARD (IN TERMS OF AGREEMENT).

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 Shearers' Industrial Union of Workers (hereinafter called "the workers' union") and the Canterbury Sheep-owners' Industrial Union of Employers (hereinafter called "the employers' union").

THIS dispute coming before the Court of Arbitration of New Zealand (hereinafter called "the Court"), the Court doth, at the request and by the consent of both parties appended to this award, award, order, and declare as follows: That the terms, conditions, and provisions hereinafter set forth shall be binding upon the said workers' union and upon the said employers' union respectively, and upon each and every member of each such union; and that the said workers' union and the said employers' union, and the members of each such union respectively, shall respectively do, observe, and perform every matter and thing by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention thereof, but shall in all respects abide by, 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 shall constitute a breach of this award, and that the maximum penalty payable by any party or person in respect of any such breach shall be the sum of £100. The said terms, conditions, and provisions are as follow:—

1. That the shearer shall shear with all reasonable despatch all the sheep the employer or his agent shall require him to shear, as may be agreed upon before the commencement of shearing, in good time and workmanlike manner and to the satisfaction of the employer or his agent.

2. The hours of shearing shall be from 5 a.m. to 5 p.m. or from 5.30 a.m. to 5.30 p.m., with intervals for meals and smokos as shall be mutually agreed upon by the shed manager and the shearers' representative. Shearing to stop at 4 p.m. on Saturdays, except in the case when forty-eight hours and twenty minutes' work has been