

(585.) WAIMATE 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 in the matter of an industrial dispute between the Waimate Workers’ Industrial Union of Workers (hereinafter called “the union”) and the following employers (hereinafter called “the employers”): The South Canterbury Threshing-mill Owners’ Industrial Union of Employers (joined as parties at the hearing by consent); William Quinn; and the following parties appearing at the hearing and joined by the Court as parties hereto—John McClintock, James Borrie, F. W. Manchester, D. R. Buckingham, and W. T. Buckingham; and the following parties who have, since the filing of the reference herein, purchased mills and taken over the business of certain members of the employers’ union—William Rogers, Cunningham Bros.

THE Court of Arbitration of New Zealand (hereinafter called “the said 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 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, observe, and perform the same; and the Court doth hereby further order, award, 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 come into operation on the 8th day of June, 1903, and shall continue in force until the 1st day of November, 1904.

In witness whereof the seal of the said Court hath been heretofore put and affixed, and the President of the said Court hath heretofore set his hand, this 23rd day of May, 1903.

THEO. COOPER, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

*Hours of Labour.*

1. The hours of labour shall be left to the discretion of the mill-owner; but he shall not, except in cases of emergency, require employees to work by lamplight or other artificial light.

*Rates of Pay.*

2. When employees are engaged to work by the hour they shall be paid not less than 10d. per hour, and in such case employers shall provide the employees with good wholesome food free of charge. If employers shall not provide their employees with food as aforesaid, then such employees shall be paid not less than 1s. per hour.

3. Any employer may agree with his employees to employ them on piecework, and in such case the piecework shall be as follows: For ordinary workers, 12s. per 1,000 bushels wheat or barley, 10s. per 1,000 bushels oats; for bagmen, 1s. per 1,000 bushels in addition to above rates.

*Certain Employees exempted.*

4. As agreed upon between the parties, it is hereby provided that nothing in this award contained shall apply to any driver or feeder.

*Shifting Mill.*

5. Wages-men who are required to be on duty to assist in shifting the mill from stack to stack or from camp to camp shall be paid at the above hourly rate for the time during which they shall be required to be on duty for such purpose.

6. Men who are employed at piecework rates who are required to be on duty to assist in shifting the mill from camp to camp shall be paid at the rate of 1s. per hour for the time during which they shall be required to be on duty for such purpose, but they shall not be entitled to any payment for shifting the mill from stack to stack.

7. The above clauses 5 and 6 shall apply only to those men who are required to be on duty for such purposes.

*Preference.*

8. If and so long as the rules of the union shall permit any male person to become a member thereof 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 the union, without ballot or other election, then and in such case employers shall, when engaging workmen, 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. "Male person" shall mean any male person, competent to perform manual labour, over the age of seventeen years.

9. The union shall keep in some convenient place in the town of Waimate a book to be called "the employment-book," wherein shall be entered the names and addresses of all members of the union within the district within which this award shall have operation, and the names and addresses of all members for the time being out of employment. Immediately upon such member 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 contained 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. Notice by advertisement in the two local papers published at Waimate shall be given of the place where such employment-book is kept, and of any change in such place. If the union fail to keep the employment-book in the manner provided by this clause, then and in such case, and so long as such failure shall continue, employers may employ any person, whether a member of the union or not, to perform the particular work required to be done, notwithstanding the foregoing provisions.

10. Nothing in the foregoing clauses contained shall be deemed to prevent the continued employment of any person now in the employment of any employer, notwithstanding such person shall not be or become a member of the union.

11. It shall be a sufficient answer to any proceeding against any employer for breach of this award by employing any person not being a member of the union that there was not any member of the union equally competent with the person engaged within a reasonable distance of the place where the particular mill was working at the time the particular worker was engaged; and it shall also be a sufficient answer to such charge that the worker employed, although not a member of the Waimate workers' union, was at the time of his engagement a member of any other industrial union of workers registered under the Act.

12. No employer shall, in the engagement or dismissal of his hands, discriminate against members of the union, nor in the conduct of his business do anything for the purpose of injuring the union whether directly or indirectly.

13. There shall be no distinction between members of the union and non-members, and both shall work together in harmony and under the same conditions, and shall receive equal pay for equal work.

*Contracts exempted.*

14. This award shall not apply to uncompleted contracts entered into by any employer prior to the 13th day of May, 1903, so long as such employer shall pay to his men the piecework rates prescribed in clause 3 of this award.

*Week's Notice.*

15. Whenever it is reasonably possible to do so, a week's notice of the termination of employment shall be given by the employer to his men, and of the intention to leave the employment shall be given by the men to the employer.

*Limitation of Award.*

16. This award shall, until the further order of the Court, be limited to that portion of the Industrial District of Canterbury lying between the Waitaki River on the south, the Rangitata River on the north, the Hakataramea Ranges, thence along that range of mountains to the west of Ashley Flat at that point where the said Rangitata River flows out from the mountains on to the Canterbury Plains, and on the east by the sea.

*Term of Award.*

17. This award shall come into operation on the 8th day of June, 1903, and shall continue in force until the 1st day of November, 1904.

In witness whereof the seal of the said Court hath been hereto

put and affixed, and the President of the said Court hath hereto set his hand, this 23rd day of May, 1903.

THEO. COOPER, J., President.

(586.) CANTERBURY TYPOGRAPHERS (COUNTRY EMPLOYERS).—  
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 in the matter of an industrial dispute between the Canterbury Typographical Industrial Union of Workers and the following country employers: H. C. Jacobson, Akaroa; J. Turner, Rangiora; H. Cooper, Kaiapoi; J. Parish, Oxford; Robert Bell, Ashburton; W. Potter, Ashburton; James Sandoe, Ashburton; Joseph Ivess, Ashburton; J. M. Twomey, Temuka; M. Smith, Waimate; George Wilson, Waimate; F. Wansbrough, McKenzie, Cheviot; C. R. Thornton, Southbridge (hereinafter called “the said 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 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 every member thereof, 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, observe, and perform the same. And the Court doth hereby further order, award, 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 come into operation on the 8th day of June, 1903, and shall continue in force until the 8th day of June, 1905.

In witness whereof the seal of the said Court hath been hereto put and affixed, and the President of the said Court hath hereto set his hand, this 23rd day of May, 1903.

THEO. COOPER, J., President.