

(790.) CHRISTCHURCH LIVERY-STABLE 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 amendments; and in the matter of an industrial dispute between the Christchurch Livery-stable Workers’ Industrial Union of Workers (hereinafter called “the workers’ union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”):—

Brake, James.	Howard, Lawrence.
Britton, J.	Lee, James.
Chinnery, G.	Murray, J.
Cochrane, W. J.	McConnell and Scott.
Delamain, F. W.	Power, J.
Fox, J.	Ranger, Robert.
Hayward, W. and Co.	Seaton, J. G.

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, and having from time to time until the date hereof duly extended the time for making this award, 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 from the 1st day of October, 1904, and shall continue in force until the 1st day of October, 1906.

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 22nd day of September, 1904.

FREDK. R. CHAPMAN, J., President.

## THE SCHEDULE.

### *Hours of Work.*

1. The following hours of labour shall be observed: Sixty-two hours shall constitute a short week's work; and seventy hours shall constitute a long week's work. A long week includes a Sunday on.
2. Each employee shall have every alternate Sunday off.

### *Wages and Overtime.*

3. The minimum wage shall be £2 2s. per week, to be paid weekly, and in employer's time.
4. The following conditions as to overtime shall be observed:—
  - (a.) Overtime shall be compensated for by "time off." A strict account shall be kept, and all undertime shall be considered "time off." An employee shall not be entitled to overtime unless he claims it by giving in his overtime on or before the next day. All right to overtime not so claimed is waived. A claim not disputed is deemed to be admitted.
  - (b.) One hour shall be allowed for concert and theatre jobs.
  - (c.) A minimum of two hours shall be allowed for ball jobs terminating by midnight, and a maximum of four hours for those terminating later.

### *Holidays.*

5. Christmas Day and Good Friday shall be worked as Sundays.

### *Preference.*

6. Employers shall employ members of the union in preference to non-members, provided there are members of the union available, without undue delay, equally qualified with non-members to perform the particular work required: Provided that this provision shall not interfere with existing engagements between employers and non-unionists.

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

8. Where members of the union and non-members are employed together they shall work together in harmony, and shall receive equal pay for equal work.

9. The union shall keep during office hours, in the office of the Inspector of Awards in the City of Christchurch, a book to be called "the employment-book," wherein shall be entered the names and exact addresses of all members of the union for the time being out of employment, with a description of the branch in which such member claims to be proficient, and the names, addresses, and occupations of every employer by whom such member shall have been employed during the preceding year. 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 and his servants without fee or charge during office hours. If the union fail 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 members of the union or not, to perform the work required to be performed notwithstanding the foregoing provisions.

*Joint Committee.*

10. A committee shall be appointed, consisting of two representatives to be appointed by the union and two by the employers, to deal with detail disputes, with power to decide—

- (a.) The rate of wages to be paid in each instance to juniors.
- (b.) The rate of wages to be paid in each instance to under-rate men—that is to say, men unable to earn the minimum wage, and the terms of permit to be granted to such men.
- (c.) Any question of detail arising in the course of business not specifically dealt with by this award.

Every question dealt with by the committee shall be decided by a majority of the votes. In the case of equal voting or other failure to decide the question within two days, it shall be submitted to the Chairman of the Conciliation Board for the district, whose decision shall be final.

11. This award shall be binding on the parties hereto and all persons hereafter and while it remains in force entering into the business in the City of Christchurch and the adjacent boroughs.

12. This award shall come into force on the 1st day of October, 1904, and shall remain in force until the 1st day of October, 1906, and thereafter shall remain in force until superseded by another award or an industrial agreement.

In witness whereof the seal of the Court hath hereto been put and affixed, and the President of the Court hath hereto set his hand, this 22nd day of September, 1904.

FREDK. R. CHAPMAN. J., President.

---

#### REASONS FOR AWARD.

This award adopts, with minor variations and additions, the recommendation of the Conciliation Board of the 9th June, 1903 (Book of Awards, Vol. iv., page 292).

The only alterations are such as are usually made by the Court to bring the instrument into accord with its practice. We have reduced the number of the committee to make it more workable. We are satisfied that the conditions here adopted were substantially agreed to by the delegates appointed by both parties, though not confirmed by the union. They involve an increase of 2s. per week upon the present minimum rate. As in 1900 a reduction of hours agreed to by the employers involved a heavy charge on them, we consider the present compromise a fair one.

FREDK. R. CHAPMAN, J., President.

---