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## NELSON INDUSTRIAL DISTRICT.

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### (827.) NELSON CARPENTERS, JOINERS, AND TRADE MACHINISTS. —AWARD.

In the Court of Arbitration of New Zealand, Nelson 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 Nelson Carpenters, Joiners, and Trade Machinists’ Industrial Union of Workers (hereinafter called “the workers’ union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”):—

Bartlett, C. J., Builder, Motueka.

Bensemam, P., Builder, Upper Moutere.

Bailey, Ben, Builder, Bronté Street, Nelson.

Baigent, Henry, Builder, Waimea Road, Nelson.

Hewetson and Senior, Planing-mills, Motueka.

Hewetson and Teece, Sawmillers and Machinists, Upper Moutere.

Johnston, John, Builder, Hampden Street, Nelson.  
 Langlands and Co., Contractors, Hardy Street, Nelson.  
 Leaper Bros., Builders, Selwyn Place, Nelson.  
 Miller, A., Builder, Motueka.  
 Marris, William, Builder, Waimea Road, Nelson.  
 McPhearson, John, Builder, Wakefield.  
 Nelson City Council, Nelson.  
 Ninnis, Thomas, Builder, Waimea Road, Nelson.  
 Robertson Bros., Builders, Hardy Street, Nelson.  
 Robertson, George, Builder, Brightwater.  
 Stilwill and McNab, Builders, Riwaka.  
 Shone, Alfred, Builder, Collingwood Street, Nelson.  
 Scott, John, Builder, Bridge Street, Nelson.  
 Stringer, John A., Builder, Bridge Street, Nelson.  
 Scott, John, Trustees of, Builder, Trafalgar Street, Nelson.  
 Tomlinson, C., Builder, Waimea Street, Nelson.  
 Whiting, William, Builder, Cambria Street, Nelson.  
 Westall, William, Builder, High Street, Richmond.  
 Webley and Johnston, Builder, Vanguard Street, Nelson.  
 Webley, John, and Sons, Builder, Collingwood Street, Nelson.  
 Wilks, William E., Builder, High Street, Richmond.

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 con-

stitute 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 January, 1905, and shall continue in force until the 1st day of January, 1907.

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 December, 1904.

FREDK. R. CHAPMAN, J., President.

#### THE SCHEDULE.

##### *Hours of Labour.*

1. The recognised hours of work shall be from 8 a.m. to 5 p.m. on five days of the week, and from 8 a.m. till noon on Saturdays, one hour to be allowed each day for dinner (Saturdays excepted), from the 1st day of August to the 30th day of April; and from the 1st day of May till the 31st day of July from 8 a.m. till 4.45 p.m. on five days of the week, and from 8 a.m. till noon on Saturdays, three-quarters of an hour to be allowed for dinner (Saturdays excepted).

Provided that men working in sawmills at any of the trades herein dealt with shall work the hours during which other hands in such mills work, at the rate hereby fixed, but without receiving payment at overtime rates for the extra hours usually worked.

##### *Minimum Rate of Wages.*

2. The minimum wage for competent carpenters, joiners, carpenters and joiners, and first-class machinists shall be 1s. 3d. per hour. A "first-class machinist" is a man who is competent to and whose duty it is to put together and if necessary to repair the different parts of wood-working machinery, and, in the case of planing and moulding machines, to make such moulding-irons or other cutters as may be required, and generally to direct and supervise the working operations of the various machines under his control.

All wages shall be paid weekly or fortnightly, either on the job or at the employer's place of business, or elsewhere as agreed; but wherever paid they shall be paid to the workman, or remitted as he may request, not later than fifteen minutes after leaving off work.

##### *Overtime.*

3. All time worked beyond the hours mentioned in clause 1 hereof shall be considered overtime, and shall be paid for as follows: For the first two hours, time and a quarter; and time and a half after the first two hours.

If any employer shall require a workman to commence work on any day before 6 a.m., such workman shall be paid time and a half for the time worked up to 8 a.m.

*Holidays.*

4. The following rates shall be paid for holidays—namely: For Good Friday, Christmas Day, Boxing Day, and all Sundays, double-time rates; for New Year's Day, Easter Monday, Labour Day, and the King's Birthday, time-and-a-half rates.

Provided that when Christmas Day, Boxing Day, New Year's Day, or the King's Birthday falls on a Sunday, the holidays shall be kept on the following Monday, and the foregoing conditions shall apply thereto.

*Under-rate Men.*

5. (a.) Any worker who considers himself incapable of earning the minimum wage in paragraph 2 hereof fixed may be paid such lower wage as may from time to time be fixed, on the application of the employee, by the Chairman of the Conciliation Board, or by such other person as the Court may appoint for that purpose, having regard in so fixing such wage to the worker's capability, his past earnings, and such other circumstances as such Chairman or person may think fit to consider, and upon granting such a permit the Chairman or other person shall forward notice thereof to the Inspector of Factories.

(b.) Whenever occasion arises for so fixing an employee's wage it shall be fixed for such period not exceeding six months as such Chairman or other person shall determine, and after the expiration of the said period until fourteen days' notice shall have been given to him by the secretary of the union requiring him to have his wages again fixed in manner prescribed by this clause. Provided that, in the case of any person whose wage is so fixed, by reason of old age or permanent disability, it may be fixed for such longer period as such Chairman or other person shall think fit.

(c.) It shall, notwithstanding the foregoing, be competent for an employee to agree with the president or secretary of the union upon such wage without having the same so fixed.

(d.) It shall be the duty of the union to give notice to the Inspector of Factories of every agreement made with an employee pursuant hereto.

(e.) It shall be the duty of every employer before employing a man at such lower wage to examine the permit or agreement by which his wage is fixed.

*Country Work, &c.*

6. Every workman shall be at the place where his work is to be performed at the hour appointed for the commencement of work. If such place be other than the chief workshop of the employer, or if he have no such workshop, his residence, and be so situated that in order to reach it the workman has to travel a greater distance than he would have to do in order to reach such workshop or residence, as the case may be, such journeyman shall be paid the ordinary rate of wages for the time occupied in proceeding thereto,

at the rate of four miles per every hour, with a proportionate allowance for more or less than the hour, however and by what means he may proceed thereto; but there shall be deducted from such allowance the time occupied in proceeding the first two miles from the residence of such journeyman. For the purpose of this paragraph distances shall be calculated by the nearest public mode of access by foot-passengers.

7. Any workman or apprentice employed upon country work shall be conveyed by his employer to and from such country work free of charge, or his travelling expenses going to and returning from such work shall be paid by his employer, but only once during the continuance of the work, if such work is continuous, and the journeyman or apprentice is not in the meantime recalled by his employer.

8. Time occupied in travelling shall be paid for at the ordinary rates, but no journeyman shall be paid more than an ordinary day's wage for any day occupied by him in travelling, although the hours occupied by him may exceed eight, unless he is on the same day occupied in working for his employer.

9. When the distance requires journeymen employed upon country work to sleep away from their homes, an additional allowance of 1s. per day for the time so occupied shall be paid to them, and their employers shall also provide them with tents, or other suitable sleeping-accommodation.

10. Notwithstanding anything herein contained, any employer and his workman may agree that in respect of any specified country work the hours of work shall be other than those hereinbefore prescribed without payment of overtime, but so that not less than the rate of wages prescribed in paragraph (2) be paid.

11. The expression "country work" in the four immediately preceding paragraphs shall, as regards employers in the city and adjoining suburbs of Nelson, mean work situated more than ten miles by the nearest formed public road from Symonds's Memorial, in the City of Nelson; and as regards other employers in the radius within which this award takes effect, shall mean work situated more than ten miles from the chief workshop of the employer, or, if he shall have no such workshop, then from the residence of such employer.

12. The employer shall provide upon the works a properly secured place for the tools of the workmen employed upon such work by him, and shall also provide all necessary sanitary conveniences for the use of the workmen.

13. Every employer shall provide and keep a suitable grindstone for the use of such of his journeymen as have in the course of their trades to use the same, and every journeyman shall at all times keep his tools in proper order.

14. When men who have been employed for not less than one week are discharged, one hour shall be allowed to put their tools in order.

*Apprentices.*

15. All boys apprenticed to the carpentering and joinery trade shall be indentured for a term of five years. The period of probation shall be three months. The wages of apprentices shall be not less than 7s. 6d. per week for the first year, and each succeeding six months there shall be an advance of 2s. 6d. per week, until the term of the apprenticeship expires.

*Preference.*

16. Subject to the proviso to this clause, if and so long as the rules of the union permit any person now employed as a journeyman in this industrial district, and any person who may hereafter reside in this industrial district, and who is of good character, to become a member of the union upon payment of an entrance fee not exceeding 5s., and of subsequent contributions, whether payable weekly or otherwise, not exceeding 6d. per week, upon a written application of such person stating his desire to join the union, without ballot or other election, then and in such case the employer shall employ members of the union equally qualified with non-members to perform the particular work, and ready and willing to undertake it, in preference to non-members.

Provided that the foregoing clause shall not apply to employers residing beyond a radius of ten miles from Symonds's Memorial, in the City of Nelson, save when they are executing work within that radius, nor shall it apply where beyond the aforesaid radius men are *bonâ fide* engaged for work to be executed at or near the spot at which they are so engaged.

17. When the rules of the union are such as to entitle members of the union to preference under the foregoing clause, and at all times thereafter, the union shall keep in the office of the Inspector of Factories at Nelson 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 of the trade in which each such member claims to be proficient, and the names and occupations of every employer by whom such member shall have been employed during the preceding twelve months. Immediately upon such member obtaining employment a note thereof shall be entered in such book. The executive of the union shall use its best endeavours to verify all entries in such book, and the union shall be answerable as for a breach of award in case any entry therein shall 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 or his agent without fee or charge during all working-hours as herein defined. If the union fail to keep such employment-book in the manner provided by this clause, then so long as such failure shall continue any employer shall be free from the restriction imposed by the last preceding clause hereof.

18. No employer shall discriminate against members of the union, and no employer shall in the dismissal or employment of workmen, or in the conduct of his business, do anything for the purpose of injuring the union, whether directly or indirectly.

19. When members of the union and non-members are employed together there shall be no distinction between members and non-members, and both parties shall work together in harmony and under the same conditions, and shall receive equal pay for equal work.

20. This award shall bind the parties hereto and all such parties as may hereafter enter into business in the parts of the industrial district in which the parties hereto reside, or so near thereto as to enter into competition with the parties hereto, but it shall not be binding upon further parties within the industrial district; but the Court reserves to itself power to join and bind other persons as parties to this award upon such terms as it shall think fit.

21. This award shall come into force on the 1st day of January, 1905, and shall remain in force until the 1st day of January, 1907, and thereafter shall continue in force until superseded by another award or an industrial agreement.

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 December, 1904.

FREDK. R. CHAPMAN, J., President.

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#### REASONS FOR AWARD.

In this and other cases the Court has felt considerable difficulty as to the minimum wage, and more especially as to the wages of men who were formerly called "incompetent men," whom the Court now designates "under-rate men."

In Nelson a fully competent carpenter is undoubtedly worth the minimum wage of 1s. 3d. per hour, but it is found that by far the greater number are receiving less, and we are satisfied that this is because many of them are not capable of earning the minimum wage for competent men. The class of work in Nelson is not such as to create a large demand for first-class tradesmen. The Court has met with constant difficulties in dealing with under-rate men and their employers, and has in this instance redrawn the under-rate clause. It is not intended by this clause to depart from the standard of rights and duties of parties, or alter the duties of the Chairman of the Board or other appointee of the Court as established in numerous awards, but it is thought that the new clause will be better understood and will prove more workable than those heretofore in use, for the following reasons:—

(a.) The expression "worker" is used in place of "journey-

man" or "tradesman," because in dealing with applications for permits too narrow a construction has at times been placed upon these expressions, and permits to work for a lower wage have been refused because the applicant was not a journeyman who had become slow through age or infirmity, but was a man who had never thoroughly learned his trade. While the Court has itself recognised that such men are journeymen, though imperfectly trained journeymen, it has thought it best so to word the clause as to leave it clearly open to the Chairman or other appointee of the Court to hold such persons to be within the intention of the award.

(b.) The clause now gives some guidance to the Chairman to aid him in his inquiry by pointing out that he may have regard to the applicant's capability, his past earnings, and such other circumstances as such Chairman thinks fit to consider. The Chairman ought not to rely on any hard-and-fast rule either as to the kind of incapacity with which he has to deal, or to the measure of the reduction of wage at which he allows the worker to work. He should bear in mind that he is appointed as an independent tribunal to take into consideration such circumstances as he thinks ought to guide him, and to use his own independent judgment in settling the wage in each individual case.

(c.) It will be observed that the way in which the clause is now framed removes a source of confusion by showing more clearly than formerly that it is not the union which grants the permit, but the Chairman or other independent person appointed by the Court. This is important, because we have found in practice that men have in many cases approached the union, and having met with a refusal have not pursued the matter further by appealing to the Chairman. The essential feature of the present clause is that the workman shall go directly to the Chairman, while power is given to come to an agreement with the union officials which shall render this unnecessary.

(d.) The other provisions of the clause make it easy for the union, the employer, or the Inspector to know what men have received permits or have made agreements.

(e.) The Court now makes a practice of reserving power to appoint a person to perform this duty, as the Chairman may not reside near the spot where it was to be performed, and it has consequently been found desirable to ask Stipendiary Magistrates and others to undertake it.

(f.) It is open to the Chairman, in case of difficulty, to apply in writing or by telegraph to the Court for advice.

FREDK. R. CHAPMAN, J., President.