

(1738.) 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, 1908”; and in the matter of an industrial dispute between the Christchurch Range-workers’ Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned persons, firms, and companies (hereinafter called “the employers”):—

T. Atkinson, High Street, Christchurch.

Crown Ironworks Company (Laurenson and Le Cren), Manchester Street, Christchurch.

H. Hepburn and Sons, Tuam Street, Christchurch.

Scott Bros., Manchester Street, Christchurch.

T. J. Watters, Tuam Street, Christchurch.

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 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 21st day of December, 1908, and shall continue in force until the 31st day of December, 1910.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 11th day of December, 1908.

W. A. SIM, Judge.

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SCHEDULE.

Hours of Work.

1. The number of working-hours per week shall not exceed forty-eight, four hours and a half only to be worked on Saturday, and not more than eight hours and three-quarters ordinary time to be worked on any one day.

Overtime and Holidays.

2. (a.) Extra time shall be worked when required, and shall be classed and paid for as overtime at the following rates: Time and a quarter for the first two hours, and time and a half afterwards.

(b.) Double time shall be paid for all work done on Saturday afternoon, Sunday, New Year's Day, Good Friday, Easter Monday, sovereign's birthday, Labour Day, and Christmas Day.

(c.) No overtime need be paid for work done on the holidays for a week prior to the Christchurch Show, in connection with Show work.

Wages.

3. The wages for range-fitters and polishers shall be not less than 1s. 3d. per hour, and for body-fitters and machinists not less than 1s. 1d. per hour.

Travelling-time.

4. Any worker employed to work at a distance from his employer's shop shall be paid for his time until he returns to the shop or leaves for his home, provided his home is not a greater distance from his work than the shop. Not more than eight hours shall be paid for travelling on any one day.

Boys.

5. Boys may be employed in the proportion of not more than one to every two journeymen fully employed during the previous six months, and they shall be paid not less than the following wages per week: For the first year, 7s. 6d. per week; for the second year, 10s.; for the third year, 15s.; for the fourth year, £1; for the fifth year, £1 5s.; for the sixth year, £1 16s.

Under-rate Workers.

6. (a.) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of such worker, after due notice to the union, by the local Inspector of Awards, or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b.) Such wage shall be fixed for such period not exceeding six months as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage 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 Inspector or other person shall think fit.

(c.) Notwithstanding the foregoing, it shall be competent for a worker 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 Awards of every agreement made with a worker pursuant hereto.

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

Preference.

7. If and so long as the rules of the union shall permit any person of good character and sober habits, who is or has been working as a range-worker, to become a member of the union upon payment of an entrance fee not exceeding 5s., upon his written application, without ballot or other election, and so to continue upon payment of subsequent contributions, whether payable weekly or not, not exceeding 6d. per week, employers shall employ members of the union in preference to non-members, provided there are members available equally competent with non-members to perform

the particular work required to be done and ready and willing to undertake it. This clause shall apply only to employers carrying on business within a radius of ten miles from the Chief Post-office in the City of Christchurch.

8. The union shall keep in some convenient place within one mile of the Chief Post-office in the City of Christchurch a book to be called the "employment-book," wherein shall be entered the names and addresses of all members of the union for the time being out of employment, with a description of the particular occupation in which each 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 one 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 their best 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. If such book shall be kept in the Labour Department Office, then the same shall be open for inspection during office hours. If the union shall fail to keep the employment-book in manner prescribed by this clause, then and in such case, and so long as such failure shall continue, any employer may engage any person, whether a member of the union or not, to perform the particular work required to be done, notwithstanding the foregoing provisions. Notice by advertisement in the *Christchurch Press* and *Lyttelton Times* newspapers, published in Christchurch, shall be given by the union of the place where such employment-book is kept, and of any change in such place.

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

Term of Award.

10. This award shall come into force on the 21st day of December, 1908, and shall continue in force until the 31st day of December, 1910.

In witness whereof the seal of the Court of Arbitration hath hereunto been put and affixed, and the Judge of the said Court hath hereto set his hand, this 11th day of December, 1908.

W. A. SIM, Judge.

MEMORANDUM.

Clauses 1, 2, and 4 of the award were agreed to by the parties, and the employers also agreed to preference to members of the union.

The employers asked for leave to work piecework, and adopt the premium bonus system if they desired it. An employer is entitled to adopt a piecework system or a bonus system without any special leave, so long as he pays his workers not less than the minimum wage fixed by the award for every hour worked by them.

W. A. SIM, Judge.