

(1600.) CHRISTCHURCH TINSMITHS AND SHEET-METAL WORKERS.—
AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1905,” and its amendments; and in the matter of an industrial dispute between the Christchurch Tinsmiths and Sheet-metal Workers’ Industrial Union of Workers (hereinafter called “the union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”):—

Adcock, T., Dundas Street, Christchurch.
Albrecht, C. A., Armagh Street, Christchurch.
Bradley Bros., Colombo Street, Christchurch.
Booth, Macdonald, and Company, Christchurch.
Calvert and Sons, Colombo Street, Christchurch.
Clarson and Toach, Colombo Street, Christchurch.
Crompton and Sons, Tuam Street, Christchurch.
Coppolston Bros., Colombo Street, Christchurch.
Crawford and Snicoby, Christchurch.
Cull, I., Lichfield Street, Christchurch.
Colville, C. and J., Cathedral Square, Christchurch.
Danks, Thomas, and Son, Lichfield Street, Christchurch.
Duncan, P. and D., Christchurch.
Elliot and Boyce, Durham Street, Christchurch.
Harris, W. H., Colombo Street, Christchurch.
Hardingham, J. H., Durham Street, Christchurch.
Hollobon, —, Tuam Street, Christchurch.
Hemmet Bros., Gloucester Street, Christchurch.
Large and Allen, Colombo Street, Christchurch.
Le Cren and Laurenson, Manchester Street, Christchurch.
McKay, D. M., Rangiora, Christchurch.
Mercer, J., Tuam Street, Christchurch.
Taylor and Oakley, Colombo Street, Christchurch.
White, A., Montreal 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 the agreement arrived at by the parties hereto, and in order to give effect to the application of all the parties that the terms and conditions thereof should be embodied in 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 29th day of June, 1908, and shall continue in force until the 1st day of June, 1911.

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 18th day of June, 1908.

W. A. SIM, Judge.

SCHEDULE.

Hours of Labour.

1. The number of hours which shall constitute a week's work shall not exceed forty-eight. They may be worked in such manner as may be arranged between the employer and worker, provided that no work shall commence before 7.30 a.m., or continue after 5 p.m. on five days in each week, or before 7.30 a.m. or after 12 noon, on Saturdays. All time worked after 5 p.m. shall count as overtime, and shall be paid for at the rate of time and a quarter from 5 p.m. to 9 p.m., and at time-and-a-half rates from 9 p.m. till 12 midnight, and from midnight until 7.30 a.m. at double rates; overtime on Saturday to start from 12 noon, at time-and-a-half rates, and double time from 5 p.m. It shall not be competent for an employer to employ any individual worker for more than four hours overtime in any one week while there is a competent journeyman out of employment.

Classes of Labour.

2. Three classes of labour shall be recognised—viz., journey-men, machinists, and apprentices.

Piecework.

3. Piecework shall not be permitted, nor shall employers let their work labour only.

Rates of Pay.

4. Except as hereinafter provided, the minimum rate of wages for competent journeymen coppersmiths, black-iron workers, and tinsmiths shall be at the rate of not less than 9s. 6d. per day of eight hours, for competent galvanisers at the rate of not less than 11s. per day of eight hours, and for competent machinists, where employed as machinists, at the rate of not less than 9s. per day of eight hours.

Under-rate Workers.

5. Any worker who considers himself not capable of earning the minimum wage prescribed in the preceding paragraph may be paid such less sum (if any) as shall be from time to time agreed upon in writing between such worker and the chairman and secretary of the union, and, in default of such agreement, as shall be fixed by the Chairman of the Conciliation Board for the district, subject to the following conditions: (1) The union shall have at least twenty-four hours' notice of any appointment to fix such wage. (2) Such wage shall be fixed for not more than six months certain, and may continue thereafter to be paid until again fixed in manner aforesaid. (3) Fourteen days' notice shall be given to either side of an application to again fix such wage. (4) Such wage shall only be fixed or again fixed after the union and the applicant have had an opportunity of calling evidence and adducing arguments before such Chairman. (5) Notice of every such agreement as aforesaid shall be given to the Inspector of Factories by the union. (6) It shall be the duty of any employer who employs an under-rate worker to inspect the permit or agreement.

Tools.

6. All necessary tools shall be provided by the employer.

Holidays.

7. Work done on Christmas Day, Good Friday, Labour Day, and Sunday shall be paid for at double rates; work done on New Year's Day, Easter Monday, birthday of the reigning sovereign, Anniversary Day, and Boxing Day shall be paid for at the rate of time and a half. Where any of the aforementioned holidays falls on a Sunday and the holiday is observed on the following Monday, overtime rates shall be paid for any work done on such day.

Apprentices.

8. (a.) All boys working at the trade shall be legally indentured for the term of five years, but every boy so employed shall be

allowed three calendar months' probation prior to being so indentured, such probationary period to be counted in the term of apprenticeship.

(b.) Apprentices shall be paid the following minimum wages: During the first year of their apprenticeship, 7s. per week; during the second year, 10s. per week; during the third year, 15s. per week; during the fourth year, £1 2s. per week; during the fifth year, £1 10s. per week.

(c.) The proportion of apprentices to journeymen shall be one to every three journeymen or fraction thereof; but if and upon the last-engaged apprentice in the shop having completed three years of his term of apprenticeship, it shall be lawful for the employer of the said apprentice to engage another apprentice, notwithstanding anything herein contained.

(d.) For the purpose of determining the proportion of apprentices to journeymen, the journeymen taken into account must have been employed by the employer in the establishment in which such apprentice shall be taken for the preceding six calendar months, for at least two-thirds full time.

Outside or Country Work.

9. Any worker employed upon work outside his employer's place of business shall be paid for his time in travelling to and returning from such work, and shall also be paid travelling-expenses necessarily incurred by him. If any such worker shall be necessarily detained from his home all night in connection with such work, such workman shall also be paid all expenses necessarily incurred by him for board and lodging.

Preference of Employment.

10. Employers shall 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 work required to be done and ready and willing to undertake it.

11. It shall be the duty of the union to keep an "employment-book" at an address from time to time to be agreed upon.

Definition of "Sheet-metal Worker."

12. For the purpose of defining who is a sheet-metal worker, the following shall apply: One having charge of any machine designed and constructed for operating upon sheet metal, or the working of any sheet metal (not being lead) that is not more than No. 10 Birmingham wire gauge in thickness.

Matters not provided for.

13. Should any dispute arise during the currency of this award as to any matter not herein provided for, such dispute shall be

arranged between the employer and a representative of the union, and, in default of agreement between them, shall be settled by the Chairman of the Conciliation Board. Should any agreement be come to between the union and any employer in respect to any such matter as aforesaid, notification of such agreement shall be made to the Inspector of Awards for the district by the union.

Posting Award.

14. Employers shall allow the union to post in a prominent position in their office a copy of this award.

Scope of Award.

15. This award shall apply only to employers carrying on business within a radius of thirty miles from the Chief Post-office in the City of Christchurch.

Term of Award.

16. This award shall come into force on the 29th day of June, 1908, and shall continue in force until the 1st day of June, 1911.

In witness whereof the seal of the Court of Arbitration has been hereto affixed, and the Judge of the said Court hath hereunto set his hand, this 18th day of June, 1908.

W. A. SIM, Judge.

MEMORANDUM.

This award embodies the agreement of the parties, with a few verbal amendments.

W. A. SIM, Judge.
