

(2060.) CHRISTCHURCH GENERAL LABOURERS (NORTH-CANTERBURY).—AWARD *RE* GRAIN, ETC., MERCHANTS.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1908,” and its amendment; and in the matter of an industrial dispute between the Christchurch General Labourers’ Industrial Union of Workers (hereinafter called “the union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”):—

Canterbury (New Zealand) Seed Company, Addington.

Cook, H. H., and Son, Leeston.

Dalgety and Co., Moorhouse Avenue, Christchurch.

Ford, J. C., Cashel Street, Christchurch.

Friedlander Bros., Ashburton.

Kaye and Carter, Hereford Street, Christchurch.

Matson, H., and Co., Cashel Street, Christchurch.

Montgomery and Co., Addington.

National Mortgage and Agency Company, Addington, Christchurch.

Neave, H., and Co., Leeston.

New Zealand Farmers’ Co-operative Association, Moorhouse Avenue, Christchurch.

New Zealand Loan and Mercantile Agency Company (Limited), Moorhouse Avenue, Christchurch.

Pratt, T. N., Moorhouse Avenue, Christchurch.

Pyne and Co., Moorhouse Avenue, Christchurch.

Scott, W., and Co., Southbridge.

Tutton, A. P., Rangiora.

Waschmann, J. F., and Co., Cashel 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 of the parties, and in order to give effect to the application of 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 as from the 10th day of January, 1910, and shall continue in force until the 30th day of September, 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 14th day of March, 1910.

W. A. SIM, Judge.

SCHEDULE.

Hours of Work.

1. Subject to the provisions hereinafter contained as to shifts, the hours of work shall be between 8 a.m. and 5 p.m. on each day except Saturday, and from 8 a.m. to noon on Saturday. One hour shall be allowed for dinner in each day except Saturday.

Shifts.

2. Shifts not exceeding eight hours each may be worked by any employer, and in that case the hours of work may be arranged by each employer to suit his own business. A crib time of not less than half an hour shall be allowed in every shift without any deduction from the worker's pay. Work to terminate at noon on Saturday. Workers to change shifts every week.

Wages.

3. All labourers employed in or about a grain, seed, or wool store shall be paid not less than one shilling (1s.) per hour.

Overtime.

4. When shifts are not worked, all time worked outside the hours prescribed in clause 1, and when shifts are worked, all time worked beyond the time prescribed in clause 2, shall be overtime, and shall be paid for at the rate of time and a quarter for the first three hours, time and a half for the second three hours, and double time afterwards.

In the Town of Ashburton "Thursday" can be substituted for "Saturday" for the half-holiday.

Holidays.

5. All time worked on the following holidays shall be paid for at the rate of time and a half: New Year's Day, Easter Monday, Labour Day, Show Day, and Boxing Day. All time worked on Sunday, Good Friday, or Christmas Day shall be paid for at the rate of double time.

Payment of Wages.

6. All wages shall be paid weekly, in the employer's time.

Under-rate Workers.

7. (a.) Any worker who, for any reason, is incapable of earning the minimum wage may be paid such lower wage as may be from time to time fixed, on the application of the 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 may think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b.) Such permit shall be 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 and his employer 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 worker 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.

Preference.

8. If and so long as the rules of the union permit any person of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding five shillings (5s.), upon his application, without ballot or other election, and so to continue upon continuing subscriptions not exceeding 6d. per week, and of all arrears of dues that may be owing to the union, the employer shall employ members of the union in preference to non-members, provided there are members available, without undue delay, who are qualified and willing to perform the particular work. This clause shall apply only to places within seven miles of any city or town where an employment-book is kept, in terms of the next clause hereof.

9. The union shall keep in some convenient place within a mile of the Chief Post-office in the City of Christchurch, and also in some convenient place within a mile of the Chief Post-office of each town where preference is intended to be claimed, 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 within seven miles of each city or town respectively, with a description of the particular kind of work in which each member claims to be proficient, and the names, addresses, and occupations of the last two employers by whom such member shall have been employed. 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 any officer of the union, or in any 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 during office-hours if kept at the office of the Inspector of Factories, and if kept elsewhere, then at all hours between 8 a.m. and 5 p.m. on every working-day except Saturday, and on that day between 8 a.m. and 12 noon. If the union shall 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, any employer may, if he think fit, employ any person or persons, 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 a local newspaper circulating in each town shall be given by the union of the place where such employment-book is kept in such town, and of any change in such place.

10. 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.

11. When members of the union and non-members are employed together they shall work together in harmony and under the same conditions, and there shall be no distinction between them.

Scope of Award.

12. This award shall apply only to employers carrying on business in the industrial district north of the Rangitata River, but excluding Lyttelton.

Term of Award.

13. This award shall come into operation as from the 10th day of January, 1910, and shall continue in force until the 30th day of September, 1910.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereto set his hand, this 14th day of March, 1910.

W. A. SIM, Judge.

MEMORANDUM.

This award embodies, without alteration, the agreement of the parties, save that the Court declined to embody in the award a provision giving preference to financial over unfinancial members of the union. It appeared to the Court that there is no jurisdiction to give such a preference.

W. A. SIM, Judge.
