

(2920.) CHRISTCHURCH AND SUBURBAN, ASHBURTON, AKAROA, RANGIORA, AND KAIAPOI LOCAL BODIES' LABOURERS.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Canterbury General Labourers' (Local Bodies Branch) Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Christchurch City Council.  
 Christchurch Tramway Board.  
 Akaroa Borough Council.  
 Ashburton Borough Council.  
 Kaiapoi Borough Council.  
 Lyttelton Borough Council.  
 New Brighton Borough Council.  
 Rangiora Borough Council.  
 Riccarton Borough Council.  
 Spreydon Borough Council.  
 Sumner Borough Council.  
 Woolston Borough Council.

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, 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 December, 1913, and shall continue in force until the 1st day of December, 1916.

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 20th day of November, 1913.

W. A. SIM, Judge.

#### SCHEDULE.

##### *Hours of Work.*

1. The hours of work shall not exceed eight hours each day on five days of the week and four hours on Saturday; between 7.30 a.m. and 5 p.m. on the first five days of the week, with one hour for dinner, and from 7.30 a.m. and 12 noon on Saturday. Men engaged on street-cleaning, channel-work, and sanitary work may start work at such hour as may be deemed necessary, provided they do not work more than eight hours on five days of the week and four hours on Saturday.

##### *Rates of Wages.*

2. The following shall be the minimum rates of wages to be paid to the several classes of workers hereinafter specified, that is to say:—

- (a). Tunnelmen at rock-tunnelling work, timber-work, or sinking shafts over 10 ft., 1s. 6d. per hour.
- (b). Tunnelmen at clay-tunnelling work, and men in charge of derricks or scaffolding, 1s. 3d. per hour.
- (c). All other classes of labour, 1s. 2d. per hour.
- (d). When it is necessary for local bodies to provide relief-work, such work can be done at rates of pay to be mutually agreed upon by any local body and the president or secretary of the Canterbury Labourers' Union.

##### *Payment of Wages.*

3. Wages shall be paid weekly and in money, and when not paid in employer's time all time exceeding fifteen minutes shall be paid for at overtime rates; beyond a radius of ten miles from the Chief Post-office in Christchurch wages may be paid fortnightly.

##### *Overtime.*

4. All time worked beyond the hours hereinbefore mentioned shall be considered overtime, and shall be paid for at the rate of time and a quarter for the first two hours, time and a half for the second two hours, and thereafter at the rate of double time.

##### *Holidays.*

5. The following shall be the recognized holidays: New Year's Day, Good Friday, Easter Monday, Labour Day, Show Day, Christ-

mas Day, Boxing Day. Work done on Easter Monday and Show Day shall be paid for at the rate of time and a half; work done on any other holidays shall be paid for at the rate of double time.

*Wet Places.*

6. (a.) When workers are working in a wet place or foul air six hours shall constitute a day's work, eight hours to be paid for; half an hour to be allowed for crib.

(b.) Where workers are working in not less than 2 in. of water gum boots shall be provided by the employer.

*Suburban Work.*

7. Where the work is elsewhere than at the business premises of the employer, and is distant more than one mile and a half from the Chief Post-office of such city, borough, or district, each worker shall be paid the ordinary rate of wages for the time occupied in proceeding thereto and therefrom at the rate of four miles for every hour, with a proportionate allowance for more or less than one hour; but in the event of the worker residing within one mile and a half of such work he shall not be paid for the time occupied in travelling thereto or therefrom. Where the employer provides a conveyance only the actual time in travelling shall be paid for.

*Country Work.*

8. All men sent to a country job shall be conveyed or have their travelling-expenses paid, and have their time paid both going to and returning from the job, but once only during the continuance of the work if the work is continuous, and an addition of 2s. per day when the distance necessitates their lodging from home. They may work such hours as may be agreed upon between them and their employers for the same rate of wages as set out in clause 2.

*Accommodation and Sanitation.*

9. Each employer of labour shall provide accommodation to enable workers to change their clothes, and he shall also provide sanitary accommodation for the workers on the works.

*Tools.*

10. All tools shall be provided by the employer.

*Termination of Engagement.*

11. The employer shall give a worker one hour's notice or one hour's pay in lieu of notice prior to his dismissal. Each worker shall give his employer one hour's notice that he is about to leave his employment, or shall forfeit in lieu thereof one hour's pay, to be deducted from the wages due to him. In the event of any worker being dismissed or leaving his employment all wages due to him shall be paid to him by his employer within twenty-four hours; if not so paid all waiting-time shall be paid for at the overtime rates.

*Under-rate Workers.*

12. (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 Factories or such other person as the Court may from time to time appoint for that purpose; and such Inspector or 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 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 Factories 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.*

13. If and so long as the rules of the union permit any person of good character and sober habits and a competent workman 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 contributing subscriptions not exceeding 6d. per week, the employers shall employ members of the union in preference to non-members, provided that there are members available without undue delay who are equally qualified and willing to perform the particular work.

This clause shall not compel any employer to dismiss any worker now employed by him. 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.

14. The union shall keep in some convenient place within a mile of the Chief Post-office in the City of Christchurch, and also at some convenient place within a mile of the Chief Post-office at 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 such city or town respectively, with a description of the particular kind of work in which such member claims to be proficient, and the names, addresses, and occupations of the last two employers by whom such members 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 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 the hours of 8 a.m. and 1 p.m. If the union shall 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 thinks 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.

15. No employer shall discriminate against members of the union, and no employer shall, in employing or dismissing workers or in the conduct of his business, do anything for the purpose of injuring the union either directly or indirectly.

*Dirty Places.*

16. Workers employed in a dirty place shall be paid 1s. per day extra. A dirty place is demolishing old buildings or chimneys, assisting to take out or reset ranges, &c., repairing or altering old sewers or drains.

*Scope of Award.*

17. This award shall not bind any local bodies other than those named as parties hereto unless and until the Court shall make an order adding any such body as a party hereto.

*Term of Award.*

18. This award shall come into force on the 1st day of December, 1913, and shall continue in force until the 1st day of December, 1916.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 20th day of November, 1913.

W. A. SIM, Judge.

## MEMORANDUM.

This award is based on the recommendation of the Council of Conciliation. The only material alteration made by the Court is that of increasing the minimum for general labourers employed by local bodies from 1s. 1½d. to 1s. 2d. per hour, which is the rate fixed recently in Wellington.

W. A. SIM, Judge.

(2921.) CANTERBURY BOOTMAKERS (RETAILERS, REPAIRERS, ETC.).—AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Christchurch Operative Bootmakers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Aston, C., Lower High Street, Christchurch.  
 Best, H., Montreal Street, Christchurch.  
 Blue Boot Store, High Street, Christchurch.  
 Bunt, R. B., Bealey Avenue, Christchurch.  
 Bolton, W. J., Barbadoes Street, Christchurch.  
 Browning, J., High Street, Christchurch.  
 Burt, H. J., Cashel Street, Christchurch.  
 Barrett, H. C., Ashburton.  
 Barker, —, Ashburton.  
 Ball, G., Madras Street, Christchurch.  
 Beckett, M., Colombo Street South, Christchurch.  
 Betts, W. S., Colombo Street, Christchurch.  
 Burley, W., Lincoln Road, Christchurch.  
 Beaumont, J., Lyttelton.  
 Brockett, F. A., Fitzgerald Avenue, Christchurch.  
 Briggset, W., Rangiora.  
 Cusack, D., Manchester Street, Christchurch.  
 Colenzo, A., New Brighton.  
 Colville, D., Crescent Road, Christchurch.  
 Chisnall and Stewart, Colombo Street, Christchurch.  
 Canterbury Farmers' Association, Timaru.  
 Clark, J., Fitzgerald Avenue, Christchurch.  
 Dollan, J. W., Manchester Street, Christchurch.  
 De Feu and Co., Colombo Street, Christchurch.  
 Dalton, T., Kilmore Street East, Christchurch.  
 Downing, Eli, Lincoln Road, Christchurch.  
 Dodd, F. N., Springfield Road, Christchurch.  
 D.I.C., Cashel Street, Christchurch.  
 Davidson, C., Worcester Street, Linwood.