

(4351.) CANTERBURY SHIPWRIGHTS AND BOATBUILDERS.—
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 Amalgamated Society of Carpenters and Joiners' (Shipwrights' Section) Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Grubb, James, shipwright, Lyttelton.
Miller Bros., shipwrights, Lyttelton.
Miller, John D., shipwright, Lyttelton.
The Lyttelton Harbour Board, Lyttelton.

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 as from the 17th day of May, 1916, and shall continue in force until the 17th day of May, 1917, and thereafter as provided by

subsection (1) (d) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

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 June, 1916.

T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work.

1. Forty-four hours shall constitute a week's work, eight hours on five days of each week between the hours of 8 a.m. and 5 p.m., and four hours to be worked on Saturday between the hours of 8 a.m. and 12 noon.

Rate of Wages.

2. The minimum rate of pay for journeymen shipwrights and boatbuilders shall be 1s. 7½d. per hour.

Overtime.

3. (a.) All time worked beyond the time mentioned in clause 1 hereof shall be considered overtime, and shall be paid for at the rate of 2s. 6d. per hour.

(b.) All time worked on Sundays, Christmas Day, or Good Friday shall be paid for at the rates customary at the port, but in no case shall the rate be less than double ordinary time, and time worked on any of the other holidays mentioned in clause 5 hereof shall be paid for at the rate of double ordinary time.

Dirt-money.

4. (a.) Journeymen employed repairing hoppers and doors of dredges in dry dock shall be paid 1s. 9d. per hour.

(b.) Journeymen employed putting down engine-room, stokehold, and bunker flooring, or working in dirty bilges, shall be paid 1s. 9d. per hour ordinary time and 2s. 9d. per hour overtime.

Holidays.

5. The following shall be the recognized holidays: New Year's Day, Good Friday, Easter Monday, King's Birthday, Labour Day, Show Day, Anniversary Day, Christmas Day, and Boxing Day. Should any of these holidays fall on Sunday then the following day shall be observed as a holiday.

Travelling-time.

6. When journeymen are employed to work at out-ports the employer shall pay all expenses, and wages shall be paid for travelling at the ordinary rate of pay going and returning, but not to exceed eight hours in any one day.

Payment of Wages.

7. All wages shall be paid weekly on Fridays. Payment shall be made up till 5 p.m. the previous Thursday.

Apprentices.

8. (a.) The proportion of apprentices in the shipbuilding branch shall not exceed one to every three journeymen or fraction of the first three. The proportion of apprentices in the boatbuilding branch shall not exceed one apprentice to every journeyman employed in such branch, provided that so long as this proportion is not exceeded boatbuilding apprentices may be employed in shipwrights' work.

(b.) Any employer taking an apprentice to learn the trade shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under this award, and shall pay such apprentice not less than the undermentioned rate of wages, namely: For the first year, 10s. per week; for the second year, 15s. per week; for the third year, £1 per week; for the fourth year, £1 5s. per week; and for the fifth year, £1 15s. per week.

(c.) An apprentice who during his apprenticeship gains a two-years course certificate in carpentry and joinery or building-construction in any technical college in New Zealand shall be paid during the last two years of his apprenticeship at the rate of not less than 2s. per week in excess of the ordinary apprentice rates.

(d.) The period of apprenticeship shall be five years, but three months' probation shall be allowed the first employer of any apprentice to determine his fitness, such three months to be included in the period of apprenticeship; and the obligation of the apprentice to serve his employer shall be deemed to be a duty enforceable under this award.

(e.) At the end of the period of apprenticeship the employer shall give the apprentice a certificate to show that he has served his apprenticeship. Should the employer at any time before the termination of the apprenticeship wish for any reason to dispense with the services of the apprentice he shall give him a certificate for the time served and procure him another employer carrying on business within a reasonable distance of the original employer's place of business, who will continue to teach the apprentice, to pay him the wages prescribed by this award according to the total length of time he has served, and generally to perform the obligations of the original employer: Provided that it shall not be obligatory upon an employer to find the apprentice another employer if he shall so misconduct himself as to entitle the employer to discharge him, but he shall give him a certificate for the time actually served.

(f.) An employer taking an apprentice shall give notice thereof and of the name of the apprentice to the Inspector of Factories within one week after the expiration of the period of probation, and an employer transferring an apprentice to another employer

shall similarly within one week thereof give notice of such transfer to such Inspector.

(g.) An employer shall not be deemed to discharge his duty towards his apprentice if he fails to keep him at work owing to slackness of work, but such slackness may form a proper ground for transferring him to a master willing to undertake the responsibility of teaching him.

(h.) When an apprentice is discharged for cause the employer shall send notice of the discharge and of the cause thereof to the Inspector of Factories.

(i.) All time lost by an apprentice through his own default in any year of his apprenticeship shall be made by such apprentice before he shall be considered to have entered upon the next succeeding year of his apprenticeship.

(j.) Youths under twenty-one years of age who have worked one or more years at their trade without being apprenticed may be employed as apprentices for the balance of the period of five years at not less than the wages herein prescribed.

Union Rules, &c.

9. None of the rules, regulations, or resolutions of the union shall in any way override or be inconsistent with any of the terms of this award, and in the event of there being any conflict between such rules, regulations, or resolutions and the terms of this award such rules, regulations, or resolutions shall be inoperative during the currency of this award.

Matters not provided for.

10. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at then such dispute shall be referred to the local Inspector of Awards, who may either decide the same or refer the matter to the Court. Either party dissatisfied with the decision of the Inspector of Awards may appeal to the Court upon giving written notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

Under-rate Workers.

11. (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 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 shall 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 in writing 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.

12. (a.) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within seven days after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

(c.) Whenever an employer shall employ a worker who is not a member of the union he shall within three days thereafter give notice in writing of such employment to the secretary of the union.

Term of Award.

13. This award shall come into force as from the 17th day of May, 1916, and shall continue in force until the 17th day of May, 1917.

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 June, 1916.

T. W. STRINGER, Judge.

MEMORANDUM.

This award embodies the recommendations of the Conciliation Council, which the parties agreed to accept. At the hearing before the Court a representative of the boatbuilding branch of the industry asked for certain modifications in the apprentice clause in connection with such branch, and as these modifications appeared fair and reasonable the Court has granted the request and modified the clause accordingly.

T. W. STRINGER, Judge.