

(4649.) CANTERBURY BRUSH AND BROOM TRADE EMPLOYEES.—
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 Brush and Broom Trade Industrial Union of Workers (hereinafter called “the union”) and Bunting and Co. (Limited), of Manchester Street, Christchurch, and Shaw Bros., of Bath Street, Christchurch (hereinafter called “the employers”).

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, and the time for making this award having been duly extended, 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 June, 1917, and shall continue in force until the 31st day of May, 1919, 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 16th day of May, 1917.

T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work

1. The hours of work shall be forty-four per week. Eight hours shall be worked on five days of the week, from 8 a.m. to 5 p.m., with one hour off for luncheon, and four hours on Saturday, from 8 a.m. until noon.

Overtime.

2. All work done in excess of the hours prescribed by clause 1 hereof shall be paid for at the rate of time and a quarter for the first two hours, and thereafter time and a half. This shall apply also to piecework rates.

Holidays.

3. (a.) Work done on Sundays, Christmas Day, Good Friday, and Labour Day shall be paid for at double-time rates. Work done on Boxing Day, New Year's Day, Easter Monday, and the birthday of the reigning Sovereign shall be paid for at time-and-a-half rates. In the case of weekly hands these rates shall be in addition to the weekly wage.

(b.) When any of the above holidays falls on a Sunday the day following shall be observed as a holiday.

	<i>Wages.</i>	<i>Per Hour.</i>	
		s.	d.
4. Paint-brush maker, male	1	5 $\frac{1}{2}$
Hair and bristle mixer, male	1	5 $\frac{1}{2}$
First shaper hand	1	5 $\frac{1}{2}$
Wood-turner	1	5
Borer	1	5
Pan hand	1	5
Brush-finisher	1	5
Sawyer	1	4 $\frac{1}{2}$
Second shaper hand	1	4
Corn-broom maker	1	4
Horse-hair drafter and curler	1	4
All other adult workers	1	3

Pan-work.

5. Pan-work may be done by piecework or on the premium-bonus system, but in either case at such rates as shall secure to a competent worker at least 10 per cent. more than the minimum rate provided by this award.

Junior Workers.

6. For the first six months, 10s. per week, with 2s. 6d. per week advance every six months until the eighth six months, when the wages shall be at the following hourly rates: Eighth six months, 8d. per hour; ninth six months, 9 $\frac{1}{2}$ d. per hour; tenth six months, 10 $\frac{3}{4}$ d. per hour.

Female Workers.

7. The minimum wage to be paid to female workers shall be: For the first six months, 10s. per week, with 2s. 6d. per week increase every six months until the rate of £1 12s. 6d. per week be attained.

Wages now being paid not to be reduced.

8. Notwithstanding anything herein contained any worker who at the date of the coming into operation of this award is in receipt of higher wages than herein provided shall not have such wages reduced.

Certificate of Service.

9. The employer shall furnish all workers with a certificate showing the time served upon the termination of service from any cause.

Termination of Engagement.

10. (a.) The engagement shall be deemed to be a weekly employment, and no deduction shall be made from the weekly wages

except for time lost through the worker's sickness or default, and in respect of holidays other than those paid for according to the custom now prevailing.

(b.) One week's notice shall be given of the termination of the employment by the employer or the worker.

Payment of Wages.

11. Wages, including overtime, shall be paid weekly on Thursday in the employer's time.

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 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.

13. (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 fourteen 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.

Matters not provided for.

14. 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, if 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.

Scope of Award.

15. This award shall operate throughout the Canterbury Industrial District.

Term of Award.

16. This award shall come into force on the 1st day of June, 1917, and shall continue in force until the 31st day of May, 1919.

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 16th day of May, 1917.

T. W. STRINGER, Judge.

MEMORANDUM.

This award is based upon the award recently made in this industry at Dunedin, which embodied an agreement arrived at between the parties. The small increases in the rate of wages granted to some of the workers mentioned in the award were made with the consent and at the suggestion of the employers.

T. W. STRINGER, Judge.