

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 Branch of the Amalgamated Engineering Union (including Brassfinishers, Rangeworkers, Metal-workers' Assistants, Electrical Workers, Tinsmiths, Sheet-metal Workers, and Cycle-workers) Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Christchurch.

- Adams, F. L., Amberley.
- Adcock, D., Dundas Street.
- Albrecht, Walter, 156 Armagh Street.
- Atkinson and Son, 290 High Street.
- Barrett, F. E., Seaview Road, New Brighton.
- Biltcliffe and Scott, Sydenham.
- Blackmore, G. A., 452 Colombo Street, Christchurch.
- Boon and Co. (Limited), 102 Lower High Street.
- Booth, McDonald, and Co. (Limited), 14 Carlyle Street.
- Boyce and Congrove (Limited), Moorhouse Avenue.
- Bradley Bros., 782 Colombo Street.
- Burt, A. and T. (Limited), Tuam Street.
- Calvert and Son, 642 Colombo Street.
- Christchurch Gas, Coal, and Coke Company (Limited).
- Colville, C. H. J., Manchester Street.
- Cooper and Pryce (Limited), Victoria Street.
- Copplestone Bros., Wordsworth Street, Sydenham.
- Crompton and Son, 133 Tuam Street.
- Crown Iron Works Company (Limited), Manchester Street.
- Dean, William, Durham Street.
- Duncan, P. and D. (Limited), 196 Tuam Street.
- Falkinder and Co., 127 Gloucester Street.
- Flavell and Son, Victoria Street.
- Foster and Campbell, Oxford Terrace.
- Gadsen, J., and Co. (Limited), Canister-makers, 118 Durham Street.
- Gee, L. F., Tinsmith and Plumber, Papanui.
- Hammon and Co., 96 High Street.

Hardingham, H. J., 271 Durham Street.
 Harris, W. H. (Limited), Tinsmiths, 565 Colombo Street.
 Harrow, J., 195 Gloucester Street.
 Hollobon, Alfred, 217 Tuam Street.
 Hunton, C., 55 Kilmore Street.
 Johnson and Smith, 132 Kilmore Street.
 Large and Allen, 521 Colombo Street.
 Mercer, James, and Sons, 63 Tuam Street.
 Niven, J. J., and Co. (Limited), Colombo Street.
 Oakley and Sons (Limited), 111 Tuam Street.
 Pennels, H., 96 High Street.
 Russell and Co., East Street.
 Steel Bros., Lincoln Road.
 Stevens and Sons (Limited), 18 Lower High Street.
 Taylor and Kay, Oxford Street, Lyttelton.
 Thompson, Thomas, Rangiora.
 Vale, H., and Co. (Limited), 141 Armagh Street.
 White, A., Montreal Street.
 White, A. J. (Limited), 179 High Street.
 Woods, G. G., 804 Colombo Street.
 Addis Bros., Cameron Street, Ashburton.

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 a penalty as by law

provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided, and shall continue in force until the 30th day of June, 1926, 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 affixed, and the Judge of the Court hath hereunto set his hand this 4th day of March, 1925.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours and Overtime.

1. (a.) Forty-four hours shall constitute a week's work, of which eight hours shall be worked on five days of the week and four hours on Saturday, to be worked between the hours of 7.30 a.m. and 5 p.m. on five days of the week, and between the hours of 7.30 a.m. and noon on Saturday.

(b.) In each four hours worked a quarter of an hour for smoking, without cessation of work, shall be allowed, or smoking shall be permitted during working-hours. This subclause shall not apply to the Christchurch Gas, Coal, and Coke Company (Limited).

(c.) All time worked outside or in excess of the hours specified in this clause shall be paid for at the rate of time and a half for the first four hours, and thereafter at double-time rates.

(d.) Workers required to commence work between the hours of 6 a.m. and the ordinary time for commencing work shall be paid at the rate of time and a half for such work.

(e.) A worker required to work overtime shall be paid 1s. 6d. tea-money unless he has been notified by his employer on the day previous to the overtime being worked, provided that such worker cannot reasonably get home to his meal.

(f.) No worker shall be required to work more than five hours continuously without a meal.

Holidays.

2. For work done on New Year's Day, 2nd January, Good Friday, Easter Monday, Anzac Day, Show Day, King's Birthday, Labour Day, Christmas Day, and Boxing Day double time shall be paid. Notice of closing down for Christmas holidays shall be posted in a conspicuous place at least three days before the holidays commence.

Classes of Workers.

3. The following classes of labour shall be recognized—viz., journeymen, improvers, and apprentices.

Piecework.

4. Piecework shall not be permitted. Work shall not be sublet (labour only).

Rates of Wages.

5. (a.) The minimum wages for journeymen coppersmiths, sheet metal workers, tinsmiths, and galvanizers shall be 2s. 2d. per hour.

(b.) All wages shall be paid on dismissal of worker, or when worker leaves of his own accord.

(c.) Any journeyman called on to do other than journeyman work shall not have his wages reduced on that account.

(d.) All wages shall be paid weekly or fortnightly, not later than Friday, and within the employer's time.

Improvers.

6. An apprentice after serving his apprenticeship may be employed as an improver by the employer with whom he has served his apprenticeship at the rate of not less than 2s. 0½d. per hour for one year after the expiration of his apprenticeship.

Sanitary and other Conveniences.

7. (a.) Employers shall provide proper sanitary conveniences and a suitable place for employees to hang their clothes.

(b.) A sufficient supply of boiling water shall be available at all meal-times.

Tools.

8. The employer shall supply all tools required, such tools to remain the property of the employer, and shall not be taken off the premises except by permission of the employer.

Outside Work.

9. (a.) For outside work the employer shall pay the fare of the worker both ways. When the worker is employed at such work that he is unable to return to his home at night, suitable board and a residence shall be provided at the expense of the employer.

(b.) Travelling-time shall be paid for at ordinary rates, but not to a greater amount than eight hours in a day.

(c.) Where a worker is employed at country work at such distance that he is unable to return to his home at night, he shall be paid at overtime rates for all work in excess of the hours prescribed in clause 1 hereof.

(d.) When a worker is required to travel by coastal steamer first class saloon fares shall be provided. When travelling by train second class fares shall be provided.

Accidents.

10. A modern first-aid emergency case, fully equipped (a St. John Ambulance first-aid compressed kit preferred), shall be kept in a convenient and accessible place in every works, also conveniences for a supply of hot water at short notice.

Access to Workshops.

11. The union secretary or any person duly appointed shall be allowed access to any works at any time for the purpose of interviewing, in the employer's office, any worker coming within the scope of this award upon business connected therewith, and the employer shall give recognition to any worker who is appointed shop-steward for the particular department in which he is employed.

Matters not provided for.

12. Matters not provided for in this award, or any dispute that may arise in connection with the same, 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 matter shall be referred to the Inspector of Awards for decision. Either party dissatisfied with such decision 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.

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 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 this 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 9d. per week.

(c.) Employers when requested by the secretary of the union shall supply a list of workers employed, coming within the scope of this award, but such list need not be supplied more often than once a month.

Under-rate Workers.

14. (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 Awards 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.

Exemptions.

15. (a.) This award shall not apply to (1) workers solely engaged in the manufacture of corrugated iron by means of a corrugating-machine, or to the manufacture of canisters and preserving-tins such as those used for packing fruit, jam, fish, baking-powder, biscuits, tea, coffee, spices, &c.; (2) workers in charge of a guillotine machine for manufacturing spouting, ridging, downpipes, lead-edged ridging, and flashing.

(b.) The Christchurch Gas, Coal, and Coke Company (Limited) shall pay not less than the wages fixed by this award for any work done within the scope of this award, and shall pay overtime at the rates hereby prescribed for any work done by any worker in excess of forty-four hours in any one week. It is exempted from the operation of all the other provisions of this award.

(c.) Nothing in this award shall apply to panel-beaters employed in coachbuilding and motor-body building.

Scope of Award.

16. This award shall operate throughout that part of the Canterbury Industrial District lying north of the Rangitata River.

Term of Award.

17. This award in so far as it relates to wages shall be deemed to have come into force on the 28th day of November, 1924, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 30th day of June, 1926.

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 4th day of March, 1925.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

This award embodies the recommendations of the Conciliation Council, which the parties agreed to accept. The Court has added a provision to the exemptions clause, in order to make it clear that workers employed as panel-beaters are not covered by this award.

[L.S.]

F. V. FRAZER, Judge.