

(16.) AUCKLAND BUILDING TRADE.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1894,” and the amendments thereof, and in the matter of an industrial dispute between the Auckland Branch of the Amalgamated Society of Carpenters and Joiners’ Industrial Union of Workers (hereinafter called “the Workers’ Union”) and the Auckland Sawmillers’ and Woodware Manufacturers’ Industrial Union of Employers (hereinafter called “the Employers’ Union”) and the following employers, namely: T. Allison, of Devonport; C. W. Coldham, of Church Street, Onehunga; William Colwell, of Wellesley Street, Auckland; the Mayor, Councillors, and Burgesses of the City of Auckland; Robert Farrell, of Angelsea Street, Auckland; W. Grey, of Surrey Hills; Grayson Brothers, of Mary Street, Mount Eden; Grayson Brothers, of Arawa Street; The Kauri Timber Company (Limited); E. Morris; J. C. Pelham, of Albert Street; the Premier Joinery Works; J. A. Persson, of Pitt Street; Philcox and Son, of Devonport; Paterson and Son, of Park Avenue; Rogers and Son, of Ponsonby Road; H. W. Smith, of Customs Street; Samuel White and Son, of Customs Street; the Waitemata Sawmills; John Roe; G. Baldock, of Parnell; C. Bloomfield, of Jervois Road; George Rhodes, of Customs Street; W. H. Barriball, of Newton; Cole and Moody, of Bellwood, Mount Roskill; Craig Brothers, of Brown Street, Ponsonby; Cleghorn and Rosser, of Crummer Road; S. J. Clerk, of Seafield, View Road; Cook and Sayers, of Mount Roskill; W.

Cheeseman, of Rocky Nook; Edmond and Son, of Elliott Street; D. Fallon, of Auckland; J. Franklin, of Arch Hill; A. Grandison of Parliament Street; G. M. Hancock, of Devonport; W. E. Hutchison, of Jervois Road; T. Hansen, of Milton Road, Mount Roskill; W. Henderson, of Victoria Street; W. Hewson, of Mount Eden; Jones and Son, of Burleigh Street; J. Jenkin, of King Street, Arch Hill; Langley, and Son, of Kyber Pass; James McColl; Charles Brook, of Litchfield Street, Parnell; Little Brothers, of Hobson Street; Moore and Herbert, of Eden Terrace; James Morris, of Eden Terrace; R. H. McCallum, of Devonport; Macklow Brothers, of Mechanics' Bay; J. Orr, of Mount Eden; A. Pollard, of Arawa Street; J. J. Payne, of John Street; W. Rosser, of Mountain Road, Remuera; G. Smith, of Mount Eden Road; A. Smith, of Eden Terrace; Sherson Brothers, of Upper Nelson Street; E. Wrigley, of Eden Terrace; John Wrigley, of Macaulay Street; T. K. Williams, of Kingsland; and J. Ellingham, of Ponsonby Road (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 Workers' Union by their representatives duly appointed, and the Employers' Union by their representatives duly appointed, and having also heard such of the above-named employers as appeared upon the hearing of the said dispute, and having also heard the witnesses called by and on behalf of the Workers' Union and the Employers' Union, and by and on behalf of such of the employers appearing as desired to call evidence, examined and cross-examined by the said parties respectively, doth hereby order and award as follows, that is to say:—

1. Except, as mentioned in clause 2 hereof, the recognised hours of work of journeymen carpenters and joiners shall be from 8 a.m. to 5 p.m. on every week-day except Saturday (one hour to be allowed each day for dinner), and on Saturday from 8 a.m. to noon.

2. In factories in which the whole of the work performed by the journeymen carpenters and joiners employed is performed in the factory of the employer, the recognised hours of work shall be from 7.30 a.m. to 5 p.m. on every week-day except Saturday (one hour to be allowed each day for dinner) and on Saturday from 7.30 a.m. to noon.

3. All journeymen carpenters and joiners (except as hereinafter mentioned) shall be paid not less than 1s. 2d. for each hour of their work.

4. Journeymen carpenters and joiners employed in any factory in which the whole of the work performed by all the carpenters and joiners employed in such factory is performed in the factory, and who are continuously employed (save through their own default) for full time for every working-day in the week, may be paid not less

than at the rate of £2 8s. for every week's work of forty-seven hours.

5. Any journeyman carpenter or carpenter and joiner now employed in any factory upon piecework may continue to be employed in such factory upon the same terms and at the same rate of pay as heretofore.

6. Any journeyman carpenter and joiner who may desire to work in any factory upon piecework may work in such factory upon such terms and conditions as to pay and otherwise as shall be agreed upon in writing between such journeyman and the chairman and secretary of the Workers' Union, and, in default of such agreement after twenty-four hours' notice given by such journeyman to the secretary of the Workers' Union, as shall be fixed by the Chairman of the Conciliation Board for the industrial district upon the application of such journeyman after twenty-four hours' notice in writing to the secretary of the Workers' Union, who shall, if desired by him, be heard by such Chairman on such application.

7. Existing engagements in factories at continuous work of journeymen who have served their apprenticeship, but have had less than two years' additional experience in the trade, shall not be interfered with, and any such journeyman may, until the expiration of two years after the termination of his apprenticeship, work for such less wage, not being less than that at present paid, as may be from time to time agreed upon between such journeyman and his employer: Provided, nevertheless, that the Workers' Union may at any time by resolution require any such journeyman to procure his wage to be fixed by the Chairman of the Conciliation Board in manner mentioned in the next clause, and in that case such journeyman shall, within one calendar month after notice in writing of such resolution shall have been given to him by the secretary of the Workers' Union (unless prevented by the illness or absence of such Chairman or by some other unavoidable cause), procure his wage to be fixed by such Chairman in manner mentioned in the next clause, and thereafter it shall not be lawful for such journeyman, after the expiration of the said period of one calendar month after notice of such resolution as aforesaid, to work for any lower wage than the wage so fixed, except in pursuance of the next following clause.

8. Any journeyman who may consider himself incapable of earning the minimum wage fixed for his employment by this award may be paid such less sum (if any) as shall from time to time be agreed upon in writing between such journeyman and the chairman and secretary of the Workers' Union; and, in default of such agreement, after twenty-four hours' notice in writing by such journeyman to the secretary of the Workers' Union, as shall be fixed by the Chairman of the Conciliation Board for the industrial district upon the application of such workman after six hours' notice in writing to the secretary of the Workers' Union, who shall, if desired by him, be heard by such Chairman on such application.

9. Any journeyman whose wage has been fixed as mentioned in the last clause may (unless the contrary is provided in the instrument fixing the same) work for any employer at the wage so fixed for the space of six calendar months after such wage shall have been so fixed, and thereafter until the Workers' Union shall by resolution have required the wage of such journeyman to be again fixed in manner provided by the last clause, and until the expiration of fourteen days after notice of such resolution shall have been given by the secretary of the Workers' Union to such journeyman.

10. All time worked beyond the recognised hours of labour as hereinbefore mentioned shall be considered overtime, and shall be paid for at the rate of time and a quarter between the hours of 5 p.m. and 8 p.m.; between 8 p.m. and midnight, time and a half; and between midnight and 8 a.m. on the following morning, double time.

11. Work performed upon statutory holidays shall be paid for at the rate of time and a quarter between 8 a.m. and 10 a.m., time and a half between 10 a.m. and midnight, and double time between midnight and 8 a.m. on the following morning.

12. Double time shall be paid for work performed on Sunday, Christmas Day, and Good Friday.

13. Overtime need not be paid when journeymen work in shifts of not more than eight hours, although such shift may be worked out of the recognised hours of labour.

14. Except as hereinbefore mentioned, piecework shall not be allowed.

15. Work performed elsewhere than at the shop of the employer, and over two miles from the firebell-station in Grey Street, in the City of Auckland, shall be considered suburban work, and journeymen employed thereon shall be allowed and paid for the time reasonably occupied by them in walking to and from such work, or they shall be conveyed to and from such work at the cost of their employers; but no journeyman residing within two miles by the nearest convenient mode of access for foot-passengers from the place where the work is to be performed shall be entitled to the allowance mentioned in this clause.

16. If any journeyman is required to use the ferry for the purpose of going to or returning from any place outside his employer's shop where the work is to be performed, his fares shall be paid by his employer.

17. Work performed at such a distance from the shop of the employer that the journeyman employed cannot return to the shop of his employer, or to his own place of abode, on the same day, shall be considered country work.

18. Every journeyman engaged upon country work shall be paid in addition to his ordinary wages, pursuant to the provisions of this award, a further sum of 1s. for each and every day which he is so employed, and his travelling-expenses in going to and returning from such work shall also be paid by his employer.

19. It shall not be necessary to pay for country work worked out of the recognised hours at any higher than the ordinary rates.

20. Where work is performed elsewhere than at the place of business of the employer, he shall provide upon the premises a properly secured place for the tools of the journeymen employed upon such work by him, and he shall also provide all necessary sanitary conveniences for the use of his journeymen.

21. Every employer shall provide and keep a suitable grindstone for the use of his journeymen, and every journeyman shall at all times keep his tools in proper order.

22. Apprentices shall serve an apprenticeship of five years. There shall be no restriction upon the number of apprentices, and indentures shall not be necessary.

23. No employer shall, in employing labour, discriminate against members of the Workers' Union; and no employer shall, in the engagement or dismissal of his journeymen, or in the conduct of his business, do anything for the purpose of injuring the Workers' Union, whether directly or indirectly.

24. Where members of the Workers' Union and non-members are employed together there shall be no distinction between members and non-members, and both shall work together in harmony, and receive equal pay for equal work.

25. In the construction of this award the word "journeyman" or "journeymen" shall mean a journeyman carpenter or journeyman carpenter and joiner, or journeymen carpenters or journeymen carpenters and joiners, as the case may require, and shall not include any other journeyman or journeymen employed by any employer or employers; and the word "employer" shall wherever requisite be deemed to mean and include also "employers."

26. And the Court doth further order and award that as between the Workers' Union and the members thereof, and the Employers' Union and the members thereof, and as between the Workers' Union and the members thereof and the employers above named, and each and every of them, the terms, conditions, and provisions herein contained shall be binding upon the Workers' Union and upon the members thereof, and upon the Employers' Union and upon the members thereof, and upon the employers above named and each and every of them; and, further, that the Workers' Union and the members thereof, and the Employers' Union and the members thereof, and the employers above named, and each and every of them, shall respectively do, observe, and perform every matter and thing by the terms, conditions, and provisions of this award on the part of the Workers' Union and the members thereof, and on the part of the Employers' Union and the members thereof, and also on the part of the employers and each and every of them respectively, required to be done, observed, and performed, and shall not do anything in contravention of the said terms, conditions, and provisions, but shall in all respects abide by

and observe and perform the same. And the Court doth further order, award and declare that any breach of the said terms, conditions, and provisions 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 of any such breach: Provided, however (as provided by the third section of "The Industrial Conciliation and Arbitration Amendment Act, 1898"), that the aggregate amount of penalties payable under or in respect of this award shall not exceed £500. And the Court doth further order that this award shall take effect from the 24th day of July, 1899, and shall continue in force and its provisions may be enforced up to the 31st day of December, 1900. And the Court doth further order that a duplicate of this award be filed in the Supreme Court of New Zealand, Northern District, at Auckland.

In witness whereof the seal of the Court of Arbitration of New Zealand has been hereunto put and affixed, and the President of the said Court hath hereunto set his hand, this 17th day of July, 1899.

(L.S.)

W. B. EDWARDS, J., President.
