

(27.) WELLINGTON MOULDING TRADE.

In the Court of Arbitration of New Zealand, Wellington 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 Wellington Iron and Brassmoulders’ Industrial Union of Workers (hereinafter called “the Workers’ Union”), and W. Cable and Co., of Waterloo Quay; D. Robertson and Co., of Old Customhouse Street; Edward Seagar, of Victoria Street; S. Luke and Co. (Limited), of Manners Street; Smith Brothers, of Manners Street; W. Crabtree and Sons, of Eva Street; and H. Gaby and Sons, of Crawford Street, all in the city, and all mechanical engineers and ironfounders (hereinafter called “the employers”); and the following brassmoulders, who were added to the dispute by the Conciliation Board, namely: William Earnshaw, of Johnston Street; Campbell and Dutch, of Victoria Street; S. Danks and Co., of Brandon Street; Jenkins and Mack, of Lambton Quay; Henry Babington, of Normanby Terrace; Andrews and Manthel, of Tory Street; Ballinger Brothers, of Waring Taylor Street; and J. Glover, of Church Street, all in the City of Wellington.

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 its representatives duly appointed; and having also heard the said W. Cable and Co., by William Cable, a member of the said

firm ; the said D. Robertson and Co., by David Robertson, a member of the said firm ; the said S. Luke and Co. (Limited), by John Pearce Luke, a director of the said company ; the said Smith Brothers, by John Smith, a member of the said firm ; the said W. Crabtree and Sons, by William Crabtree, a member of the said firm ; and the said H. Gaby and Sons, by Herbert Gaby, a member of the said firm ; and having also heard the said William Earnshaw in person ; and having also heard the witnesses called by and on behalf of the Workers' Union and of the said parties appearing respectively ; and cross-examined by the said parties respectively, and the said Edward Seagar and the brassfounders other than the said William Earnshaw not appearing, doth hereby order and award as follows :—

1. The said William Earnshaw, Campbell and Dutch, S. Danks and Co., Jenkins and Mack, Henry Babington, Andrews and Mantel, Ballinger Brothers, and J. Glover, all of whom are brassfounders, are hereby dismissed from this dispute, and shall not be affected by the provisions of this award, but without prejudice to any application which may hereafter be made by the Workers' Union under the provisions of the above-mentioned Acts with reference to any industrial dispute which may hereafter arise between the Workers' Union and the persons and firms named in this clause, or any of them.

2. The words "the employers," where used in this award, shall mean and include the said W. Cable and Co., D. Robertson and Co., Edward Seagar, S. Luke and Co. (Limited), Smith Brothers, W. Crabtree and Sons, and H. Gaby and Sons.

3. The time to be worked by any journeyman in each week shall not exceed forty-six hours and a half ; all hours worked beyond that time in any week shall be considered and paid for as overtime.

4. Subject to the provisions of the last clause, each employer may fix the hours to be worked in his establishment, and the time for commencing and ceasing work therein.

5. All time worked in any establishment of any of the employers beyond the ordinary hours of business of such establishment shall be considered and paid for as overtime, save that time so worked exclusively for the purpose of effecting or assisting in effecting repairs to machinery used in or about the establishment in which the time is worked shall not be considered as overtime, but shall be paid for at the ordinary rates.

6. Overtime shall be paid at the rate of time and a quarter for the first two hours, and at the rate of time and a half afterwards. Time worked upon Sunday, Good Friday, Christmas Day, and Labour Day shall be paid for at double the ordinary rate.

7. All journeymen moulders other than those employed exclusively in plate-moulding, shall be paid for their work not less than 1s. 1½d. for each hour worked.

8. Journeymen moulders employed exclusively in plate-moulding may be paid a less wage than that fixed by the last clause, but in

no case less than that is at present paid in Wellington for work of that class.

9. Any journeyman who considers himself not capable of earning the minimum wage may be paid such less wage 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, within twenty-four hours after such journeyman has applied in writing to the secretary of the union stating his desire that such wage shall be so agreed upon, as shall be fixed in writing 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 union, who shall (if desired by him) be heard by such Chairman on such application.

Any journeyman whose wages has been so fixed may work and may be employed for such less wage for the period of six calendar months thereafter, and, after the expiration of the said period of six calendar months, until fourteen days' notice in writing shall have been given to him by the secretary of the union requiring his wage to be again fixed in manner prescribed by this clause.

10. The period of apprenticeship shall be five years. Indentures shall not be necessary.

11. The proportion of apprentices to journeymen employed by any employer shall not exceed one apprentice to every three journeymen or fraction of three. For the purpose of determining the proportion of apprentices to journeymen in taking any new apprentice the calculation shall be based on a two-thirds full time employment of the journeymen employed by such employer during the preceding twelve calendar months.

12. Arrangements between employers and apprentices existing at the time of the coming into operation of this award shall not be prejudiced.

13. If any employer shall from any unforeseen cause be unable to fulfil his obligation to an apprentice, it shall be lawful for such apprentice to complete his term with another employer, and such employer may take and employ such apprentice notwithstanding that he has already the full number of apprentices allowed by these conditions.

14. The wages to be paid to apprentices shall not be less than 5s. per week during the first six calendar months of the apprenticeship, 7s. 6d. per week during the second six calendar months, 10s. per week during the second year, 15s. per week during the third year, £1 per week during the fourth year, and £1 5s. per week during the fifth year.

15. If and after the Workers' Union shall so amend its rules as to permit any person of good character and sober habits now employed in the trade in this industrial district, and any other person residing or who may hereafter reside in this industrial district who is of good character and sober habits, and who is a com-

petent journeyman, to become a member of such union upon payment of an entrance fee not exceeding 5s., and of subsequent contributions, whether payable weekly or otherwise, not exceeding 6d. per week, upon a written application of the person so desiring to join the Workers' Union, without ballot or other election, and shall give notice in writing of such amendment with a copy thereof to each employer, and shall also publish a notice of such amendment with a copy thereof three times in the *New Zealand Times* and also in the *Evening Post* newspapers, published in the City of Wellington, then and in such case and thereafter employers shall employ members of the union in preference to non-members, provided that there are members of the union equally qualified with non-members to perform the particular work required to be done, and ready and willing to undertake it: Provided that this clause shall not interfere with engagements subsisting between employers and non-unionists at the time when such amendment as aforesaid shall be made, and notice thereof shall be given and published as aforesaid, but that any employer may continue to employ any journeyman then actually employed by him as theretofore, although such workman may not be a member of the Workers' Union.

16. Until compliance by the Workers' Union with the conditions of the last clause employers may employ journeymen, whether members of the Workers' Union or not; but no employer shall discriminate against members of the Workers' Union, and no employer shall in the engagement or dismissal of journeymen, or in the conduct of his business, do anything for the purpose of injuring the Workers' Union, whether directly or indirectly.

17. When 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 shall receive equal pay for equal work.

18. So soon as the Workers' Union shall perform the conditions entitling the members of the union to preference under the foregoing clauses, and at all times thereafter, the Workers' Union shall keep in some convenient place, within one mile from the Chief Post Office, in the City of Wellington, a book to be called the "employment-book," wherein shall be entered the names and exact addresses of all members of the Workers' Union for the time being out of employ, and the names, addresses, and occupation of every employer, by whom each such journeyman shall have been employed during the preceding two years. Immediately upon any such workman obtaining employment, a note thereof shall be entered in such book. The executive of the Workers' Union shall use their best endeavours to verify all the entries contained in such book, and shall be answerable as for a breach of this award in case any entry therein shall, in any particular, be wilfully false to their knowledge, or in case they shall not have used reasonable endeavours to verify the same. Such book shall be open to every employer, without fee or charge, 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 noon. If the union 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 so thinks fit, employ any person or persons, whether a member of the union or not, to perform the work required to be performed, notwithstanding the foregoing provisions. Notice by advertisement in the *New Zealand Times* and in the *Evening Post* newspapers, published at the City of Wellington, shall be given by the union of the place where such employment-book is kept, and of any change in the place.

19. In the construction of this award the word "employer" shall be read as meaning "employers" in the case of firms, but a firm of employers or a company shall have the same rights and privileges under this award as a single employer, and no greater rights or privileges.

20. And the Court doth further order and award that as between the Workers' Union and the members thereof, and the employers and each and every of them, the terms, conditions, and provisions herein contained shall be binding upon the Workers' Union and the members thereof and the employers and each and every of them; and, further, that the Workers' Union and every member thereof, and the employers and each and every of them, shall respectively do, observe, and perform every act, matter, and thing by the terms, conditions, and provisions of this award on the part of the Workers' 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 the same.

21. And the Court doth further award, order, 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 Act Amendment Act, 1898"), that the aggregate amount of penalties payable under or in respect of this award shall not exceed the sum of £500.

22. And the Court doth further order that this award shall take effect from the 15th day of July, 1899, and shall continue in force and its provisions may be enforced up to and until the 14th day of July, 1900.

23. And the Court doth further order that a duplicate of this award shall be filed in the Supreme Court of New Zealand, Wellington District, at Wellington.

In witness whereof the seal of the Court of Arbitration of New Zealand hath been hereunto put and affixed, and the President of the Court hath hereunto set his hand, this 10th day of July, 1899.

(L.S.)

W. B. EDWARDS, President.