

(35.) DUNEDIN TINSMITHS AND SHEET-METAL WORKERS.

Agreement between the Dunedin Tinsmiths and Sheet-metal Workers' Union and the employers whose names are attested at the end of the agreement.

This agreement, made in pursuance of the Industrial Conciliation and Arbitration Act this 1st day of October, 1899, between the said employers (hereinafter called "the employers") of the one part, and the Dunedin Tinsmiths and Sheet-metal Workers' Union, an industrial union registered under the said Act (hereinafter called "the union"), of the other part, witnesseth that it is hereby mutually agreed between the said employers and the said union as follows:—

1. Forty-eight hours shall constitute a week's work; work shall cease on Saturday at 12.30 p.m.

2. Only two classes of labour shall be recognised—viz., journeymen and apprentices.

3. Piecework shall not be permitted.

4. Except as hereinafter provided, the minimum rate of wages of journeymen shall be 9s. per day of eight hours.

5. Any workman who considers himself not capable of earning the minimum wage may be paid such less sum (if any) as shall from time to time be agreed upon in writing between such workman, the chairman and secretary of the union, and the employer; in default of such agreement, as shall be fixed in writing by the Chairman of the Conciliation Board for the industrial district upon the application of such workman, after twenty-four hours' notice to the secretary of the union, who shall (if desired by him) be heard by such Chairman on such application.

6. All time worked beyond the hours hereinbefore mentioned shall be considered overtime, and shall be paid for at the following rates: From 6 p.m. till 9 p.m., time and a quarter; from 9 p.m. till 8 a.m., time and a half. Time and a half shall be paid for all work done after 1 p.m. on Saturdays; and also on the following days time and a half shall be paid for all work done: Christmas Day, Boxing Day, Good Friday, Easter Monday, New Year's Day, Labour Day, Anniversary Day, and the birthdays of the reigning Sovereign and the Prince of Wales.

7. Apprentices shall serve an apprenticeship of six years.

8. All apprentices, whether now serving an apprenticeship or not, shall be paid as follows: They shall be paid during the first year of their apprenticeship the sum of 5s. for each and every week, with an increase of 2s. 6d. per week at the commencement of the second year. At the commencement of each subsequent year the increase shall be 5s. per week.

9. The proportion of apprentices to journeymen shall be one to every three journeymen or fraction thereof. An extra apprentice shall be allowed as soon as the previous one has served three years of his term of apprenticeship.

10. For the purpose of determining the proportion of apprentices to journeymen, the journeymen taken into account must have been employed by the employer in the establishment in which such apprentices shall be taken for the preceding six calendar months for at least two-thirds of full time.

11. Any workman employed upon work outside his employer's place of business shall be paid for his time in travelling to and returning from such work, and shall also be paid any travelling-expenses necessarily incurred by him. If any such workman shall be necessarily detained from his home all night in connection with such work, such workman shall also be paid all expenses necessarily incurred by him for board and lodging.

12. 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.

13. When members of the 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.

14. The union shall at all times keep, in some convenient place within one mile from the Chief Post-office, Dunedin, a book to be called "the employment-book," wherein shall be entered the names and exact addresses of all members of the union for the time being out of employ, with a description of the branch of the trade in which such workman claims to be proficient, and the names, addresses, and occupations of every employer by whom such workman 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, and any change of address of any such workman shall also be forthwith entered in such book. The executive of the 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 agreement in case any entry therein shall 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. If the union fail to keep the employment-book in manner provided by this condition, 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 or members of the union or not, to perform the work required to be performed, notwithstanding the foregoing provisions. Notice by advertisement in the two daily papers published in Dunedin shall be given by the union of the place where such employment-book is kept, and of any change in such place.

15. Any violation by either of the parties hereto of any agreement or stipulation on its part herein contained shall be deemed a

breach of this agreement within the meaning of section 22 of "The Industrial Conciliation and Arbitration Act, 1894."

16. The term of this agreement shall be for two years as from the 1st day of October, 1899.

Signed for and on behalf of the aforesaid union, this 4th day of October, 1899—

DUNEDIN TINSMITHS AND SHEET-METAL WORKERS' UNION
(Registered 29th April, 1899),
ARTHUR SUNDERLAND, President.
J. BREMNER, Secretary.

Signatures of employers—

FARRA BROTHERS.

A. DEACON.

A. MCFARLANE.

RENFREE, WALMSLEY, AND
THOMSON.

F. J. LAKE [Not to inter-
fere with canister-work.
—F. J. L.]

ROBERT WALKER.

For A. AND T. BURT (LTD.),
ALEXANDER T. BLYTH,
Secretary.

WALKER BROTHERS.

JAMES COUSTON.

J. AND R. SCOTT.

STOTT AND HODGES.

Witness—Robert C. Wilson.