

(54.) CHRISTCHURCH PLUMBERS.

In the Court of Arbitration of New Zealand, Canterbury 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 Christchurch Plumbers and Gasfitters’ Industrial Union of Workmen (hereinafter called “the Workers’ Union”) and Hement Brothers, of Christchurch; Taylor and Oakley, of Christchurch; Falkinder and Colville, of Christchurch; George Fry, of Christchurch; Charles Dallison, of St. Albans; John Cull, of Christchurch; J. Bigwood and Sons, of Christchurch; Joseph Perks, of Sydenham; Alfred Hollobon, of Christchurch; James Killick, of Christchurch; Powrie Brothers, of Christchurch; James Greig, of Christchurch; Henry Pyne, of Christchurch; James Goss, of Christchurch; James Troupe, of Christchurch; Arthur H. Hill, of Christchurch; William Congreve, of Christchurch; Herbert Jones, of Christchurch; Thomas J. Watters, of Christchurch; Arthur Chidgey, of Christchurch; Philip H. Venables, of Christchurch; Joseph Venables, of Christchurch; John Campbell, of Christchurch; Morrison and Bradford, of Christchurch; James Thomas, of Christchurch; Thomas Danks, of Christchurch; Alfred E. Bradley, of Christchurch; George Adcock, of Christchurch; William H. Harris, of Christchurch; and James Mercer, of Christchurch, all of whom are employers of journeymen plumbers or are master plumbers (and all of whom are hereinafter collectively referred to as “the employers”); and Scott Brothers, of Christchurch; the Crown Ironworks Company (Limited); and the Christchurch Gas Company (Limited).

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 such of the employers as were represented either in person or by their representatives, 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 Workers’ 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 Workers' 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 Workers' 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 observe 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 said 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 of any such breach: Provided, however (as provided by the 3rd 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. And the Court doth further order that this award shall take effect from the 22nd day of January, 1900, and shall continue in force, and its provisions may be enforced, up to and until the 21st day of January, 1902. And the Court doth hereby further order that Scott Brothers, the Crown Ironworks Company (Limited), and the Christchurch Gas Company (Limited) shall be dismissed from this dispute, and shall not be bound by the provisions of this award.

In witness whereof the seal of the Court of Arbitration of New Zealand hath been hereto put and affixed, and the President of the Court hath hereto set his hand, this 17th day of January, 1900.

(L.S.)

W. B. EDWARDS, J., President.

THE SCHEDULE REFERRED TO BY THE FOREGOING AWARD.

1. *Hours of Employment.*—The recognised hours of work shall be eight on each working-day except Saturday, and shall be between the hours of 8 a.m. and 5 p.m. During this time the journeymen shall have an interval, not being less than half an hour or more than an hour, for dinner, as may from time to time be agreed between them and their employers, but the ordinary hours of work shall not exceed eight on any one day. The hours of employment on Saturday shall be from 8 a.m. until noon.

2. *Wages.*—All journeymen when employed upon any work which, if done within the area of the Christchurch Drainage District, requires a Drainage Board certificate, or which would require such certificate if done within such area (notwithstanding that it may be beyond such area), shall be paid at the rate of not less than

10s. per day. All journeymen when employed upon any other work shall be paid at the rate of not less than 9s. per day. Each day consists of eight hours, worked within the hours above mentioned.

3. Any journeyman who considers himself not capable of earning the minimum wage may be paid such less wage as may 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 Workers' 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 Workers' Union, who shall, if desired by him, be heard by such Chairman on such application. Any journeyman whose wage has been so fixed may work and may be employed by any employer 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 Workers' Union requiring his wage to be again fixed in manner provided by this clause.

4. *Overtime.*—All time worked between the hours of 5 p.m. and 8 p.m. shall be paid for at the rate of time and a quarter; between the hours of 8 p.m. and midnight, double time; between midnight and 8 a.m., double time; on Saturdays, from noon to 5 p.m., time and a half; from 5 p.m. on Saturday to 8 a.m. on Monday, double time; on Christmas Day, double time; on the following days, which shall be deemed to be holidays, time and a half, namely: New Year's Day, Good Friday, Easter Monday, the Birthday of the reigning Sovereign, Boxing Day, Show Day, and Anniversary Day.

5. Any work required to be done to the plant or works of the employer during holidays or night-time shall be paid for at ordinary rates only.

6. *Country and Suburban Work.*—“Country work” means work performed by a journeyman or apprentice which necessitates his lodging elsewhere than at his usual place of residence.

7. Any journeyman or apprentice employed upon country work shall be conveyed by his employer to and from such work free of charge, or his travelling-expenses going to and returning from such work shall be paid by his employer, but once only during the continuance of the work, if the work is continuous, and the journeyman or apprentice is not in the meantime recalled by his employer.

8. Any journeyman or apprentice employed upon country work shall be provided by his employer free of charge with suitable board and lodging while so employed.

9. Time occupied in travelling shall be paid for at ordinary rates, but no journeyman or apprentice shall be paid more than an ordi-

nary day's wages for any day occupied by him in travelling, although the hours occupied may exceed eight, unless he is on the same day occupied in working for his employer.

10. "Suburban work" means work performed by a journeyman or apprentice at a distance of over a mile and a half from his employer's place of business, but which does not come within the definition of country work.

11. Journeymen and apprentices shall be at their employer's place of business at the hour appointed for the commencement of work, but if previously required so to do they shall proceed directly to the place where the work is to be performed, but they shall not be required to travel any greater distance to such place than the distance to their employer's place of business, and if the distance be greater they shall be paid at the ordinary rate of wages for the time occupied in proceeding to such work for the excess of such distance, reckoning the time occupied at the rate of four miles per hour, with a proportionate allowance for more or less than an hour, however or by whatever means they may proceed thereto.

12. Any journeyman or apprentice employed by his employer upon suburban work to reach which a conveyance is required shall be conveyed by his employer to and from such work free of charge, or his travelling-expenses to and from such work shall be paid by his employer, and he shall also be paid for his time while going to and returning from such work. Any work coming within this rule shall be excluded from the operation of the last rule.

13. *Employers to provide Tools.*—Employers shall provide their journeymen with soldering-bolts, iron-pipe-fitting tools, metal pots, plumbing-irons, mandrils, files, and chisel-bars.

14. *Apprentices.*—The proportion of apprentices shall be one to each journeyman; such journeyman to have been employed in the establishment in which such apprentices shall be taken for the preceding six calendar months on at least two-thirds full time.

15. Apprentices shall serve an apprenticeship of five years, and shall be legally indentured: Provided that apprentices who on the 30th day of May, 1899, were serving an apprenticeship without indentures may complete such apprenticeship; but it shall be incumbent on the employer with whom such apprentices were so serving to give notice in writing to the Workers' Union, within one calendar month from the date of this award, of the name of each such apprentice, and of the period when his service began and when it will end.

16. The wages to be paid to apprentices shall be: During the first year of the apprenticeship, not less than 5s. for each week; during the second year, not less than 10s. for each week; during the third year, not less than 15s. for each week; during the fourth year, not less than £1 for each week; and during the fifth year, not less than £1 5s. for each week. Such wages shall be paid to all apprentices whether serving an apprenticeship at the time of the making of this award or not, and whether indentured or not.

17. *Preference of Unionists.*—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 this industrial district, and any other person now residing or who may hereafter reside in this industrial district who is of good character and sober habits, and who is a competent journeyman, to become a member of the Workers' Union upon payment of an entrance-fee not exceeding 10s., and of subsequent contributions, whether weekly or not, not exceeding 6d. per week, upon the written application of the person so desiring to enter the Workers' Union, recommended by two members of the Workers' Union, or accompanied by a satisfactory certificate from some respectable person residing within the industrial district, without ballot or other election, and shall give notice in writing of such amendment with a copy thereof by publishing the same in the *Lyttelton Times* and in the *Press*, newspapers published in the City of Christchurch, then and in such case and thereafter employers shall employ members of the Workers' Union in preference to non-members, provided that there are members of the Workers' Union equally qualified with non-members to perform the particular work required to be done, and ready and willing to undertake it.

18. Notwithstanding the provisions of the last clause, employers may in cases of urgency from time to time employ upon daily wages master tradesmen who are not members of the Workers' Union: Provided that not more than one of such master tradesmen shall be so employed by any employer at any one time, and that no such master tradesman shall be employed in any one week for a greater length of time than sixteen hours, and that the employer so employing any master tradesman shall within seven days thereafter give notice in writing of such employment to the Workers' Union.

19. Until compliance by the Workers' Union with the conditions of clause 17, 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 employment 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.

20. 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 under the same conditions, and shall receive equal pay for equal work.

21. So soon as the Workers' Union shall perform the conditions entitling the members of the Workers' 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 Christchurch, a book to be called "the employment-book," wherein shall be entered the names and exact addresses of all the members of the Workers' Union for the time being out of employment and desiring employment, and a note as to

whether or not such members hold a Drainage Board certificate, and the names, addresses, and occupations of every employer by whom each such journeyman shall have been employed during the preceding nine calendar months. Immediately upon any such journeyman 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 the Workers' Union shall be answerable as for a breach of this award in case any entry therein shall in any particular be wilfully false to the knowledge of the executive of the Workers' Union, or in case the executive of the Workers' Union 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 Workers' 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 Workers' Union or not, to perform the work required to be performed, notwithstanding the foregoing provisions. Notice by advertisement in the *Lyttelton Times* and in the *Press*, newspapers published at the City of Christchurch, shall be given by the Workers' Union of the place where such employment-book is kept, and of any change in such place.

The foregoing paragraphs numbered from 1 to 21 both inclusive embody the terms, conditions, and provisions referred to in the foregoing award, and thereby declared to be incorporated in and to form part thereof.

In witness whereof the seal of the Court of Arbitration of New Zealand hath been hereto put and affixed, and the President of the Court hath hereto set his hand, this 17th day of January, 1900.

(L.S.)

W. B. EDWARDS, J., President.