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(52.) DUNEDIN CARPENTERS AND JOINERS.

In the Court of Arbitration of New Zealand, Otago and Southland 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 Amalgamated Society of Carpenters and Joiners, Dunedin Branch, No. 704 (hereinafter referred to as "the union"), and Auburn and Sons, Leith Street; Anderson, F., Neidpath Road, Mornington; Anderson, J. T., Great King Street; Annand, James, High Street; Barton, Joseph, Maclaggan Street; Baskett, William, Victoria Street, St. Clair; Blaikie, John, York Place; Bennett and Sons, Maclaggan Street; Brundell and Watkins, Castle Street; Burt, A. and T. (Limited), Stuart Street; Bain, Alexander, Russell Street; Brown, David, Caversham; Campbell, Peter, Dundas Street; Chalmers, Thomas, Bright Street, Belleknowes; Campbell, John, Littlebourne; Clarke, George, Princes Street; Clarke, E. T., Elgin Road, Mornington; Crawford and Watson, Castle Street; Dick, John, Duncan Street, South Dunedin; Duncan, William, Eden Street; Duncan, Charles H., Anderson's Bay Road; Dunedin Timber and Hardware Company, Great King Street; Driver, Robert, Neidpath Road, Mornington; Drake, John, Castle Street, West Harbour; Dippie, Alexander, George Street; Dempster, George, St. David Street; Davies, T. P., Castle Street; Electrical Engineering Company, Castle Street; Ellis, Charles, Melville Street; France, George, builder, Dunedin; Ford, James, Granville Terrace, Belleknowes; Forsyth, David, Elm Row; Foster and George, Filleul Street; Fowler and Combes, Castle Street; Greaves, George, Cumberland Street; Gibbs, E., Leith Street; Grimmet, R., St. Clair; Henderson, William, Great King Street; Harlad, William, Athol Street; Hodges, Gabriel, Hillside Road, St. Kilda; Howorth, Frederick J., St. Ann's Road, Mornington; Hurd, Thomas, South Dunedin; Hellyer, J. E., St. Kilda; Johnston, Robert, Gladstone Street, Belleknowes; King, William, George Street; Knowles, Sidney, District Road, Roslyn; Lawrence, George, Great King Street; Lunn, John, Manor Place; Lyders, Frederick W., Cumberland Street; Lyders, Henry, Stafford Street; Lawrie, George, Castle Street; McCormack, H., Cargill Street; McGill and Sons, Moray Place; Mant, George, Clyde Street, Roslyn; Miller, Alexander, Stuart Street; Milnes and Son, Cumberland Street; Moffat, James, Rattray Street; Morrison, George, Patrick Street, Mornington; Murdoch, John, and Co., Stuart Street; Mustard, Robert, Hart Street, Roslyn; McCallum and Co., Crawford Street; McKechnie and Fleming, Hyde Street; Meikle, Robert, Russell Street; Orr, Robert, Josephine Street, Caversham; Peebles, James, Ascotvale, North-east Valley; Pearce, William, Lees Street; Perry, John G., York Place; Robertson, Kenneth, Cargill Street; Rodger, James, sen., Forth Street; Rodger, James, jun., Forth Street; Reid and Gray, Crawford Street; Riddle, T., Forbury Road; Short, James, Buccleugh Street, North-east Valley; Small, James, Albany Street; Sandilands, Richard, Athol Place; Stark, Peter,

Caversham; Sutton, Thomas, Maria Street, South Dunedin; Scott, Stuart, South Dunedin; Thorn, C. J., Marion Street, Caversham; Thomson, J. B., Moray Place; Torrence and Simpson, Police Street; Thomson, Bridger, and Co., Bond Street; Tiley Brothers, Caversham; U.S.S. Company, Dunedin; Wilkinson, C. W., Hanover Street; Wallace, W. E., MacLaggan Street; White, John, Great King Street; White, Joseph Eli, Clark Street, North-east Valley; Wood, D. W., Stuart Street; Walker, Isaac, South Dunedin; Wright, W. T., Clyde Street, Roslyn; Webster, John, King Street; Wright, W. J., Roslyn; Wedder- spoon, James, Maitland Street; Williamson, Robert, Roslyn (hereinafter referred to as "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 union by its representatives duly appointed, and having also heard such of the employers as appeared before it, the other employers not appearing either personally or by representative, doth hereby order and award as follows:—

1. That the week's work shall consist of forty-fours—five days of eight hours commencing at 8 a.m., and a half-day from 8 a.m. till noon on Saturdays; but in the factories carried on by John Murdoch and Co., McCallum and Co., the Dunedin Timber and Hardware Company, and Thomson, Bridger, and Co. the week's work shall consist of forty-six hours and a half, the hours of commencing and leaving off work to be in accordance with the practice that prevails at the time of the making of this award.

2. All journeymen carpenters, or journeymen carpenters and joiners, or journeymen joiners other than those employed in the factories mentioned in paragraph 1 hereof shall be paid not less than 1s. 4d. per hour for work done on any day (other than the days mentioned in paragraph 3 hereof) during the hours mentioned in paragraph 1 hereof. In the said factories all journeymen carpenters, or journeymen carpenters and joiners, or journeymen joiners shall be paid not less than the rate of £3 per week of forty-six hours and a half, and a proportionate sum for any less period. Except in the factories mentioned in paragraph 1 hereof, no carpenter or joiner shall be paid by piecework.

3. Overtime shall be paid for at the rate of time and a quarter for the first four hours and time and a half afterwards for all time worked on any day beyond the time mentioned in paragraph 1 hereof, and also for all time worked upon any of the following days, which shall be considered to be holidays, namely: New Year's Day, Good Friday, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and the 2nd day of January. Double time shall be paid for all work done on Sunday.

4. Journeymen shall be at the place where the work is to be performed at the hour appointed for the commencement of work, but if such place is distant more than a mile and a half from the Chief Post-office in the City of Dunedin each journeyman employed thereon shall be paid the ordinary rate of wages for the time occupied in proceeding thereunto at the rate of four miles for every hour (with a proportionate allowance for more or less than an hour), however and by whatever means he may proceed thereunto; but there shall be deducted from such allowance the time occupied in proceeding for the first mile and a half from the residence of such journeyman. This rule shall apply also to apprentices.

5. 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 such work is continuous, and the journeyman or apprentice is not in the meantime recalled by his employer.

6. Time occupied in travelling shall be paid for at the ordinary rates, but no journeyman shall be paid more than an ordinary day's wage for any day occupied by him in travelling, although the hours occupied may exceed eight, unless he is upon the same day occupied in working for his employer.

7. When the distance requires journeymen employed upon country work to sleep away from their homes an additional allowance of 1s. per day for the time so occupied shall be paid to them, and their employers shall also provide them with tents or other suitable sleeping-accommodation.

8. No limitation shall be put upon the number of apprentices. Apprentices shall serve an apprenticeship of five years, and shall be legally indentured: Provided that apprentices who on the 30th day of October, 1899, were serving an apprenticeship without indenture may complete such apprenticeship; but it shall be incumbent upon the employers with whom such apprentices were so serving to give notice in writing, within one calendar month from the date of this award, to the secretary of the union of the name of each such apprentice, and of the period when his service began and when it is to end. The wages to be paid to apprentices shall be: During the first year of their 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.

9. 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 any employer and the president or secretary of the union; and, in default of such agree-

ment, 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 shall have 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 union requiring his wage to be again fixed in manner prescribed by this clause.

10. Notwithstanding the provisions of clause 2 hereof, journeymen may be employed and may work for a wage not less than 1s. 3d. per hour for each hour's work for the purpose of completing contracts by which any employer was bound on the 30th day of October, 1899, but any employer desiring to take advantage of this provision shall, within fourteen days from the day of the date hereof, give to the secretary of the union notice in writing of the contracts in respect of which he claims to be entitled to the benefit of this provision, stating the date of each contract, the name of the person with whom the same has been entered into, and the nature of the work, and where the same is to be performed, and no employer shall be entitled to the benefit of this provision in respect of any contract of which he has not so given notice.

11. On all works the employer shall provide a properly secured place for the safety of the employes' tools, and also necessary sanitary convenience.

12. All wages shall be paid weekly or fortnightly, and punctually at the termination of the working-hour, either on works or at shop. No deduction shall be made for insurance or other fund.

13. When men who have been employed for not less than four weeks are discharged, one hour shall be allowed to them to put their tools in order.

14. If and after the union shall so amend its rules as to permit any person now employed in this industrial district in this trade, and any other person now residing or who may hereafter reside in this industrial district who is a competent journeyman, to become a member of the union upon payment of an entrance-fee not exceeding 5s., and of subsequent contributions, whether weekly or not, not exceeding 6d. per week, upon the written application of the person so desiring to join the union, without ballot or other election, and shall give notice of such amendment in the *Otago Daily Times* and the *Evening Star*, newspapers published at Dunedin, then and in that 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 always that the foregoing provisions of this paragraph shall not apply in any case where an employer shall apply to the officer in charge of the Labour Bureau at Dunedin between the hours of 9 a.m. and 12 noon on any day to send to the chief place of business of such employer in Dunedin or its suburbs, at a date and hour to be named by such employer, a member of the union; and no member of the union able and ready and willing to undertake the work required to be done shall attend at such place of business at the hour named by such employer, such hour not being earlier than 1 p.m. on the day such application is made.

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

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

17. And the Court doth hereby further order and award that, as between the union and the members thereof and the individual employers and each of them, the terms, conditions, and provisions herein contained shall be binding upon the union and upon the members thereof, and upon the individual employers and each of them; and, further, that the union and every member thereof, and the individual employers and each 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 union or the members thereof, and also on the part of the individual employers and of each 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.

18. And this Court doth hereby 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 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.

19. And this Court doth further order that this award shall take effect from the 30th day of June, 1900, and shall continue in force, and its provisions may be enforced, up to the 21st day of January, 1902.

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 29th day of June, 1900.

(L.S.)

J. C. MARTIN, J., President.

This Court doth hereby amend all proceedings herein by striking out the names Reid and Gray, who have not been cited to appear before this Court.

(L.S.)

J. C. MARTIN, J., President.

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By Authority: JOHN MACKAY, Government Printer, Wellington.—1900.