

## (55.) AUCKLAND PLUMBERS.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1900,” and of “The Industrial Conciliation and Arbitration Act Amendment Act, 1901”; and in the matter of an industrial dispute between the Auckland Plumbers, Gas-fitters, and Metal-workers’ Industrial Union and R. Tudehope, Wellesley Street; J. and D. Miller, Wellesley Street; F. and W. Fowler and Co., Victoria Street; C. Waddingham, Karangahape Road, Newton; McLeod and Green, Chapel Street; A. Jewiss, Albert Street; W. Swales, Jervois Road, Ponsonby; J. Blakey, Eden Terrace; G. Clarke, Karangahape Road; D. Doull, Mount Eden Road; F. Hitchcock, Kyber Pass Road; W. Macpherson, Eden Terrace; J. Macpherson, Crummer Road, Grey Lynn; Smart and Whisker, Newmarket; J. Angus, Newmarket; N. Randall, Newmarket; Dunn, Smith, and Co., Customs Street; Odum and Smith, Lower Albert Street; J. McDermott, Queen Street; J. Petford, Albert Street; W. Stanley, Customs Street; J. Lecky, Parnell; E. Lonergan, Queen Street; C. Annett, Gladstone Road, Newton; J. Bullcraig, Onehunga; J. H. Blackwood, Onehunga; J. Spinley, North Shore; E. V. Fulljames, North Shore; Peace and Son, Shortland Street; G. Baddilly, Ponsonby Road; Auckland Gas Company, Wyndham Street; Colonial Sugar Company (Limited), Chelsea; E. R. Rayner, Eden Terrace; J. Lepper, Northcote; Moss Kessing and Co., Cook Street; James Long, Crummer Road, Grey Lynn; W. Graham, North Shore; J. Armitage, Garfield Street, Parnell; E. Craddock, Kingsland; E. Hitchens, Avondale; W. Wheeler, Ponsonby; W. Newman, Kyber Pass Road; F. Wenzenberg, Prospect Terrace, Mount Roskill; A. R. Kirchner, Wakefield Street; J. Flanagan, Upper Union Street; R. Paul, Albert Street; B. Schenk, Chapel Street; F. Salem, Willow Street, Freeman’s Bay; T. Leedham, Albert Street;

W. Craig and Son, Symonds Street; Inglis and Brennan, North Shore; Carlisle and Wilcox, North Shore; H. Conquer, Symonds Street; J. Crickett, sen., City Road; J. Crickett, jun., Mount Roskill Road; H. M. Corin, Symonds Street; J. Wilson, Newmarket; A. Smart, sen., Great South Road; G. McKellar, Ireland Street; C. Clark, Mount Roskill.

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 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 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 union and upon every member thereof, and 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 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 of the said terms, conditions, and provisions respectively required to be done, 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 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 thereof. And the Court doth further order that this award shall come into operation on Monday, the 20th day of January, 1902, and shall continue in force until the 20th day of January, 1904.

In witness whereof the seal of the Court hath been hereto put and affixed, and the President of the Court hath hereunto set his hand, this 13th day of January, 1902.

THEO. COOPER, J., President.

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THE SCHEDULE BEFORE REFERRED TO.

*Hours of Labour.*

1. The hours of labour shall be optional, but shall not exceed forty-seven hours per week, ordinary time. No journeyman shall be entitled to overtime if the total number of hours worked by him in any one week shall not exceed forty-seven.

*Minimum Rate of Wages.*

2. The minimum rate of wages to be paid to journeymen shall be as follows: (a.) To fully competent plumbers, 1s. 2d. per hour. (A "fully competent plumber" is one who is competent to carry out and complete all the plumbing-work required in an ordinary villa residence, including gas-fittings, hot-water circulation, bath, lavatory, and closet work.) (b.) To all other journeymen employed as plumbers, 1s. per hour.

3. Any journeyman who through old age or physical infirmity is unable to earn the minimum wage hereinbefore prescribed may apply to the Chairman of the Conciliation Board for this district, who shall then appoint a committee consisting of two employers and two employees and himself, or some other member of the Conciliation Board to be appointed by him and to act as chairman. If such committee shall by a majority determine that such journeyman is prevented by old age or physical infirmity only from earning the minimum wage, then such journeyman may be employed at such wages as may be mutually agreed upon by the employer and himself.

4. That employers pay all necessary fares to and from any job situated more than one mile and a half from the shop of the employer.

5. That when working at the North Shore employees shall catch the 7.30 a.m. boat, returning by the 5.10 p.m.; on Saturdays returning by the 12.10 p.m. boat. All fares to be paid by the employer.

6. That when workmen have to carry a load of material or tools to a job they shall start from the shop at the ordinary time for commencing work.

*Overtime.*

7. That payment for overtime shall be as follows: From 5 p.m. to 9 p.m., time and a quarter; after 9 p.m., time and a half, excepting in the case of repairs to the employers' plant and machinery and stock-taking, when ordinary rates only shall be paid.

8. That for work done on Saturdays after 1 p.m. the rate of pay shall be time and a quarter (subject to reservation as per clause 7), and that for work done on New Year's Day, Anniversary Day, Easter Monday, King's Birthday, and Boxing Day the rate of pay shall be at the rate of time and a half up to 5 p.m., and after 5 p.m. double time. For Sunday, Christmas Day, and Good Friday double time (subject to reservation as per clause 7).

*Apprentices.*

9. That all apprentices shall serve six years, after a probation of six months, with one employer or firm only. The rate of pay shall be 5s. per week for the first year, 8s. for the second year, 11s. for the third year, 14s. for the fourth year, 17s. for the fifth year, and £1 for the sixth year. That the number of apprentices shall be arranged as follows: That each firm shall be entitled to one apprentice, and

after that the number employed shall not exceed one extra apprentice to every two journeymen. The proportion to be gauged by full employment of journeymen for two-thirds full time during the previous six months. That in any firm where an apprentice is employed another apprentice may be taken on after the first one has served the fourth year of his apprenticeship. Apprentices shall be indentured.

10. Any youth who has been serving as an apprentice prior to this date, but the term of whose apprenticeship has not yet expired, may complete his term of apprenticeship without a deed of apprenticeship, and shall on such completion be entitled to receive a certificate from his employer that he has completed such term.

#### *Country Work.*

11. "Country work" means work performed by a journeyman or apprentice which necessitates his lodging elsewhere than at his usual place of residence.

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 such 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.

Time occupied in travelling shall be paid for at the ordinary rate, but no journeyman or apprentice shall be paid more than an ordinary day's wages for any day occupied by him in travelling, although the hours may exceed eight, unless he is on the same day engaged in working for his employer.

Journeymen and apprentices shall be paid while working at country work an additional sum of 3d. per hour, but the employer may in lieu thereof provide such journeymen or apprentices, free of charge, with suitable board and lodging while so employed.

#### *Employers to provide Tools.*

12. Employers shall provide men with soldering-bolts, iron-pipe-fitting tools, metal-pots, plumbing-irons, mandrels, and files. Journeymen shall find the balance of the tools required for their work.

#### *Payment of Wages.*

13. All wages shall be paid weekly.

14. No employer shall discriminate against members of the union, nor in the engagement or dismissal of men or in the conduct of their business do anything directly or indirectly for the purpose of injuring the union.

15. 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.

*Limitation of Award.*

16. This award is limited to employers within a radius of ten miles from the Chief Post-office in the City of Auckland.

*Term of Award.*

17. This award shall take effect from the 20th day of January, 1902, and shall continue in force until the 20th day of January, 1904.

In witness whereof the seal of the Court hath hereto been put and affixed, and the President of the Court hath hereunto set his hand, this 13th day of January, 1902.

THEO. COOPER, J., President.

**(56.) AUCKLAND BAKERS.—AWARD.**

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1900,” and of “The Industrial Conciliation and Arbitration Act Amendment Act, 1901”; and in the matter of an industrial dispute between the Auckland Operative Bakers’ Union and Robert Barber, Karangahape Road; Walter Buchanan, Karangahape Road; Turtus Dieling, Karangahape Road; Thomas Knight, Karangahape Road; John C. Legg, Karangahape Road; Mrs. Carl Smidtt, Karangahape Road; Whitmore and Co., Karangahape Road; John Burton, Grafton Road; W. Basely, Queen Street, Edward McKeown, Queen Street; Frederick Price, Queen Street; William Collins, College Road; Clow Bros., Northcote; John Evans, Northcote; James Corley, Hobson Street; Philip Crowe, Hobson Street; Walter Nairn and Co., Hobson Street; Preston Bros., Hobson Street, Thomas Teasdale, jun., Hobson Street; Robert Cowan, Mount Eden; Till and Sons, Mount Eden; Oliver J. Veale, Mount Eden Road; J. E. Cornes, Wellington Street; James Davis, sen., Eden Terrace; James Davis, jun., Mount Roskill; J. B. Davis, Kyber Pass; Ralph Wilson, Kyber Pass; William Everitt, Glenmore; Robert Farrell, Onehunga; Walter Kelsall, Onehunga; Henry Hyland, Onehunga; Emma Finlay, Great North Road; W. H. Philips, Great North Road; Andrew Robertson, Great North Road; James Gardiner, Symonds Street; John Giles, Richmond Road; Thomas Grubb, Avondale; George Thomas, Avondale; John Glass, Devonport; George Johnston, Devonport; John McGarry, Devonport; William Richardson, Devonport; Henry Robinson, Lake Takapuna; Jane Howie, Newton Road; John Hall, Otahuhu; Joseph Johnson, Otahuhu; William Hayhow, Ponsonby Road; Thomas King, Ponsonby Road; Edward Moore, Ponsonby Road; T. J. Philips, Ponsonby Road; Arthur Parsons, Ponsonby Road; Edwin S. Wiles, Ponsonby Road; Mrs. M. Johnston, Parnell;