

## (118.) WELLINGTON MOULDERS.--AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1900,” and its amendments; and in the matter of an industrial dispute between the Wellington Iron and Brass Moulders’ Industrial Union of Workers (hereinafter called “the union”) and the following persons, firms, and companies (hereinafter called “the employers”): William Cable and Co., Wellington; S. Luke and Co., Wellington; Crabtree and Sons, Wellington; Edward Seagar, Wellington; David Robertson, Wellington; Herbert Gaby, Wellington; Hoskin and Sons, Palmerston North; Murray and Sons, Wanganui; Niven and Co., Napier; Williams and Co., Napier.

THE Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the matter of the above 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 duly appointed, 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 upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and 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 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, 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 in respect thereof. And the Court doth further order that this award shall come into operation on the 16th day of June, 1902, and shall continue in force until the 16th day of June, 1904.

In witness whereof the seal of the Court hath been hereto put and affixed, and the President of the Court hath hereto set his hand, this 11th day of June, 1902 (the time for making this award having been duly extended by the Court until the 30th day of June, 1902).

THEO. COOPER, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

1. Nothing in this award contained shall be construed to apply to brass-moulders, or to any persons or firms who are not engaged in iron or plate moulding.

2. The time to be worked by any journeyman in each week shall not exceed  $46\frac{1}{2}$  hours; all hours worked beyond that time in any week shall be considered and paid for as overtime.

3. 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.

4. 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.

5. Overtime shall be paid for at the rate of time and a quarter for the first two hours and time and a half afterwards. Time worked on Sundays, Christmas Day, New Year's Day, King's Birthday, Good Friday, Labour Day, and Anniversary Day shall be paid for at double the ordinary rates.

6. All journeymen moulders (including plate-moulders) shall be paid not less than 1s.  $1\frac{1}{2}$ d. for each hour worked.

7. 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 workman and the chairman or secretary of the 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 on, 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 in writing to the secretary of the union, who shall, if desired by him, be heard by such Chairman on such application.

Any workman whose wage 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 six calendar months, until fourteen days' notice in writing shall have been given to him by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause.

*Apprentices.*

8. The period of apprenticeship shall be six years. Indentures shall not be necessary. 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 two-thirds full-

time employment of the journeymen employed by such employer during the preceding twelve calendar months. The restriction herein contained shall not apply to plate-moulding or range and agricultural-implement work, nor to core-boys exclusively engaged in core-making.

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

10. If any employer, shall from any unforeseen cause, be unable to fulfil his obligation to an apprentice, it shall be lawful to 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.

11. 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. 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; £1 5s. per week during the fifth year; and £1 10s. per week during the sixth year.

*Preference.*

12. If so long as the rules of the union shall permit any person who is of good character and sober habits now employed in the trade in this industrial district, and any person residing or who may hereafter reside in this industrial district, and who is of good character and sober habits, and 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 not exceeding 6d. per week, whether payable weekly or otherwise, upon a written application of the person so desiring to join, without ballot or other election, 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.

This clause shall not interfere with engagements legally subsisting between employers and non-unionists at the time of the coming into operation of this award, and any employer may continue to employ any journeyman then legally employed by him as heretofore, although such member may not be a member of the union.

13. The union shall continue to keep the employment-book prescribed by clause 18 of the award made by this Court on the 10th day of July, 1899, and they shall continue to perform the conditions in the said clause set forth. If they fail to keep the said book or to perform such conditions, then so long as such failure shall continue any employer may, if he so thinks fit, employ any person, whether a member of the union or not, to perform the work required to be done, notwithstanding the above provisions.

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

15. When members of the union and non-members are employed together they shall work together in harmony, and there shall be no distinction between them, and they shall receive equal pay for equal work.

16. The foregoing clauses 12 and 13 shall not apply to employers in Napier, Wanganui, and Palmerston North.

17. In respect to Napier, Wanganui, and Palmerston North, the Stipendiary Magistrate for each such district shall be the tribunal respectively to which application can be made by workmen not capable of earning the minimum wage for permission to work at a less rate of wage. No notice of any such application need be given by such workman unless there shall be residing in the same town as the workman a known recognised agent of the union. In such case twenty-four hours' notice of such application shall be given by such workman to such known recognised agent.

*Piecework.*

18. Any workman who may desire to work in any factory on piecework may do so upon such terms and conditions as to pay or otherwise as shall be agreed upon in writing between the employer, the workman, and the secretary or president of the union; and, in default of such agreement being come to, as shall be fixed by the Chairman of the Board for the industrial district, twenty-four hours' notice of the application being first given to the secretary of the union, who shall, if he shall so desire, be heard by such Chairman upon such application. In Napier, Wanganui, and Palmerston North the conditions shall be fixed by the Stipendiary Magistrate for the district, and the provisions as to notice set forth in clause 17 hereof shall be applicable.

*Term of Award.*

19. This award shall come into operation on the 16th day of June, 1902, and shall continue in force until the 16th day of June, 1904.

In witness whereof the seal of the Court hath been hereto put and affixed, and the President of the Court hath hereto set his hand (the time for making this award having been first duly extended by the Court until the 30th day of June, 1902), this 11th day of June, 1902.

THEO. COOPER, J., President.

[“Reasons for the award” at end of the award in the Auckland District.]