

## MARLBOROUGH INDUSTRIAL DISTRICT.

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### (682.) MARLBOROUGH CARPENTERS, PAINTERS, PLUMBERS, BRICKLAYERS.—AWARD.

In the Court of Arbitration of New Zealand, Marlborough Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1900,” and its amendment; and in the matter of an industrial dispute between the Marlborough Carpenters, Painters, Plumbers, and Bricklayers’ Industrial Union of Workers (hereinafter called “the workers’ union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”): Bythell and Co., builders, Blenheim; May and McKinley, builders, Blenheim; J. A. Moreland, builder, Blenheim; R. Brewer, builder, Blenheim; Wemyss Bros., builders, Blenheim; T. Duncley, builder, Blenheim; W. Carr, builder and plumber, Blenheim; Smith and Son, builders and plumbers, Picton; Pugh Bros., builders and plumbers, Picton; G. H. Bott, builder and plumber, Spring Creek; John Fawcett, builder and plumber, Grove Town; Nicholl Bros., builders and plumbers, Springlands; J. Ward, builder and plumber, Onamalutu; F. W. Adams, plumber, Blenheim; A. C. Leslie, plumber, Blenheim; F. Paine, painter, Blenheim; James Bartlett, painter, Blenheim; F. Gallop, painter, Blenheim; J. D. Iremonger, painter, Blenheim; E. Freeth, painter, Blenheim; O. Norgrove, painter, Blenheim; and M. O’Neil, painter, Blenheim.

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 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 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 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 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 take effect from the 1st day of January, 1904, and shall continue in force until the 31st day of December, 1904.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the President of the Court hath hereunto set his hand, this 21st day of December, 1903.

FREDK. R. CHAPMAN, J., President.

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THE SCHEDULE HEREINBEFORE REFERRED TO.

*Hours of Labour.*

1. The recognised hours of work shall be as hereinafter set forth: namely, from the 1st August until the 30th April, from 8 a.m. until 5 p.m. on each day except Saturday, one hour to be allowed each day for dinner, and on Saturday from 8 a.m. until noon; from the 1st May until the 31st July, from 8 a.m. until 4.30 p.m. on each day except Saturday, one half-hour to be allowed for dinner each day, and on Saturday from 8 a.m. until noon.

*Minimum Wages.*

2. The following shall be the minimum rates of wages paid by employers to journeymen of the respective classes herein specified—namely, carpenters, 1s. 3d. per hour; plumbers, 1s. 2d. per hour; and painters, 1s. 2d. per hour.

*Overtime and Holidays.*

3. All time worked beyond the time mentioned in clause 1 hereof shall be overtime, and shall be paid for at the following rates: namely, time and a quarter for the first two hours, and time and a

half afterwards; double time on Sundays and the following holidays, namely, Good Friday and Christmas Day; time and a half on the following holidays, namely, New Year's Day, Easter Monday, Labour Day, and the King's Birthday.

*Apprentices and their Wages.*

4. No limitation shall be put upon the number of apprentices. All apprentices taken on after this date shall be bound by deed of apprenticeship, and the period of apprenticeship shall be five years. Arrangements now in existence between apprentices and employers shall not be prejudiced, and such apprentices may complete their period of apprenticeship without a deed of apprenticeship, but it shall be incumbent upon the employer of any such apprentice to give notice in writing within one calendar month from the coming into operation of this award to the Clerk of Awards at Blenheim of the name of such apprentice, and of the period when his service began and when it is to end.

5. Any employer before taking a youth as apprentice shall be entitled to employ him for three months on probation. If at the end of such probation the employer shall continue to employ such youth, then such youth shall be legally apprenticed under the provisions of this award, and in such case the period of three months shall be reckoned as part of the period of apprenticeship prescribed this award.

6. The wages to be paid to apprentices other than painters' apprentices shall be as follow: During the first year of apprenticeship, not less than 5s. per week; during the second year, not less than 10s. per week; during the third year, not less than 15s. per week; during the fourth year, not less than £1 per week; and during the fifth year, not less than £1 5s. per week. The weekly wage to be paid to painters' apprentices shall be as follow: During the first year, not less than 6s. 6d.; during the second year, not less than 10s.; during the third year, not less than 15s.; during the fourth year, not less than £1; and during the fifth year, not less than £1 5s.

*Payment of Wages.*

7. All wages are to be paid weekly at or before noon in town or in townships, but in the case of journeymen or apprentices working at a distance of more than ten miles from the town or township special arrangements may be made between employers and workers.

*Plumbers' Tools.*

8. Employers of plumbers shall provide workmen with soldering-bolts, iron-pipe-fitting tools, metal-pots, plumbing-irons, mandrils, and files.

*Suburban Work.*

9. Every workman shall be at the place where the work is required to be done at the hour appointed for the commencement of the work, but if such work is to be performed elsewhere than at the

shop of the employer, and over two miles from the post-office at Blenheim, it shall be considered as suburban work, and journeymen thereon shall be allowed and paid for the time which would be reasonably occupied by them in walking to and from such work by the nearest way available for foot passengers, or they shall be conveyed to and from such work at the cost of the employer; but no journeyman residing within two miles by the nearest convenient way of access for foot passengers from the place where the work is to be performed shall be entitled to the allowance mentioned in this clause.

*Country Work.*

10. "Country work" shall mean work beyond a radius of ten miles of the post-office of the town or township in which the journeyman or apprentice resides. For country work the employer shall pay the sum of 1s. per day, in addition to the minimum wage hereinbefore fixed, from the time of leaving until the return home, Sundays excepted, and shall provide sleeping accommodation and pay the fare and time travelling once each way. If sleeping accommodation shall not be provided by the employer, such employer shall pay the sum of 10s. per week in addition to the minimum wage and the fares and time travelling once each way. Apprentices when required to do country work shall receive, in addition to their ordinary wage, board and lodging.

*Preference to Unionists.*

11. Subject to the proviso to this clause, if and so long as the rules of the union permit any person now employed as a journeyman in this industrial district, and any person who may hereafter reside in this industrial district, and who is of good character and a competent journeyman, to become a member of the union upon payment of an entrance fee not exceeding 5s., and of subsequent contributions, whether payable weekly or otherwise, not exceeding 6d. per week, upon a written application of such person stating his desire to join the union, without ballot or other election, then and in such case the employer shall employ members of the union equally qualified with non-members to perform the particular work, and ready and willing to undertake it, in preference to non-members.

Provided that the foregoing clause shall not apply to employers residing beyond a radius of ten miles from the post-office at Blenheim, save when they are executing work within that radius, nor shall it apply where beyond the aforesaid radius men are *bonâ fide* engaged for work to be executed at or near the spot at which they are so engaged.

12. When the rules of the union are such as to entitle members of the union to preference under the foregoing clause, and at all times thereafter, the union shall keep in some convenient place within half a mile from the post-office at Blenheim 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 employment, with a description of the branch of the trade in which each such member claims to be proficient, and the names and occupations of every employer by whom such member shall have been employed during the preceding twelve months. Immediately upon such member obtaining employment a note thereof shall be entered in such book. The executive of the union shall use its best endeavours to verify all entries in such book, and the union shall be answerable as for a breach of award in case any entry therein shall be wilfully false to the knowledge of the executive of the union, or in case the executive of the union shall not have used reasonable endeavours to verify the same. Such book shall be open to every employer or his agent, without fee or charge, during all working-hours as herein defined. If the union fail to keep such employment-book in the manner provided by this clause, then so long as such failure shall continue any employer shall be free from the restriction imposed by the last preceding clause hereof.

13. No employer shall in the engagement or dismissal of his men discriminate against members of the union, nor shall he in the conduct of his business do anything directly or indirectly for the purpose of injuring the union, nor shall he be compelled to dismiss any man now in his employment for the reason that any such man is not a member of the union.

14. Where members of the union and non-members are employed together they shall work together in harmony and shall receive equal pay for equal work.

#### *Under-rate Workmen.*

15. Any journeyman who considers himself incapable of earning the minimum wage may be paid such less wage as may from time to time be agreed upon in writing between the employer and the president 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 upon then such wage shall be fixed in writing by the Chairman of the Conciliation Board for this industrial district upon the application of the journeyman after twenty-four hours' notice in writing to the secretary of the union, who shall, if he shall so desire, be heard upon such application. Any journeyman whose wage shall have been so fixed may work for the employer at such less wage for six months thereafter, and after the expiration of such six months until fourteen days' notice in writing shall have been given to him by the secretary of the union requiring his wages to be again fixed as aforesaid.

#### *Tools, &c.*

16. Where work is performed elsewhere than at the place of business of the employer, he shall provide upon the premises where the work is performed a properly secured place for the tools of the

journeymen employed by him upon such work, and reasonable sanitary conveniences for the use of such journeymen.

17. Every employer shall provide and keep a suitable grindstone for the use of such of his journeymen as have in the course of their trades to use the same, and every journeyman shall at all times keep his tools in proper order.

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

*Limitation of Award.*

19. The operation of this award shall be limited to employers residing within a radius of thirty miles from the post-office at Blenheim, save with respect to work to be executed within such radius.

20. This award does not relate to bricklayers.

21. This award shall be in force for one year commencing on the 1st day of January, 1904.

In witness whereof the seal of the said Court hath been heretofore put and affixed, and the President of the Court hath heretofore set his hand, this 21st day of December, 1903.

FREDK. R. CHAPMAN, J., President.