

**4509.) WELLINGTON DISTRICT IRON AND BRASS MOULDERS.—
AWARD.**

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, 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 undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Wellington—

- Andrews, Walter, ironfounder, Holland Street.
- Ballinger, Thomas, and Co., ironfounders, 58 Victoria Street.
- Bartow, C. H., ironfounder, 3 Tory Street.
- Cable, W., and Co., ironfounders, Kaiwarra.
- Crabtree, W., and Sons, ironfounders, Eva Street.
- Danks, S., and Son, ironfounders, Brandon Street.
- Dutch, W. A., ironfounder, 262 Wakefield Street.
- Jenkins and Mack, ironfounders, Ballance Street.
- Johns, Wallace, and Muir, ironfounders, 63 Tory Street.
- Murphy, J., and Son, ironfounders, Quin Street.
- Neilson, Murray, and Co., ironfounders, Revans Street.
- Niven, J. J., and Co., ironfounders, Victoria Street.
- Robertson, D., and Co. (Limited), ironfounders, Old Customhouse Street.

Palmerston North—

- Berry, E. D., ironfounder, Ashley Street.
- Burgess, Adam, ironfounder, Rangitikei Street.
- Hosking Foundry and Engineering Company, ironfounders, 72 Rangitikei Street.
- Martin, A. F., ironfounder, Main Street.
- Niven, J. J., and Co., ironfounders, Church Street.
- Scott, Niven, and Co., ironfounders, Church Street.
- Withers and Thompson, ironfounders, Rangitikei Street.

Wanganui—

- Allen Bros., ironfounders, Wicksteed Place.
- Campbell, W. E., ironfounder, 62A St. Hill Street.
- Murray, David, ironfounder, Taupo Quay.
- Stewart Bros., ironfounders, 8 Harrison Place.

Napier—

- Butters, Hales, and Co., ironfounders, Port Ahuriri.
- Fisher, F. A., and Son, ironfounders, Emerson Street.
- Niven, J. J., and Co., ironfounders, Waghorne Street, Port Ahuriri.
- Vulcan Foundry Company, ironfounders, Hastings Street.
- Williams, H., and Son, ironfounders, Hastings Street.

Masterton—

- Ewington, J. C., ironfounder, 20 Queen Street.
- Farmers' Implement Company, ironfounders.

Dannevirke—

Collet and Son, ironfounders.

Taihape—

The Taihape Foundry and Engineering Works, ironfounders.

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, 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 11th day of December, 1916, and shall continue in force until the 17th* day of July, 1917, and thereafter as provided by subsection (1) (d) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 6th day of December, 1916.

T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work.

1. Forty-seven hours shall constitute a week's work, of which eight hours and a half shall be worked on each working-day except Saturday, and four and a half on Saturday.

Overtime and Holidays.

2. (a.) All work done in excess of the hours mentioned in clause 1 hereof shall count as overtime, and shall be paid for at the rate of time and a quarter for the first two hours, time and a half thereafter up to 10 p.m., and double time between 10 p.m. and the ordinary time for commencing work next morning if worked continuously, with the exception of intervals for meals.

(b.) Workers required to commence work between the hours of 6 a.m. and the ordinary time for commencing work shall be paid at the rate of time and a quarter for such time.

(c.) For work done on Sunday, New Year's Day, Good Friday, Easter Monday, King's Birthday, Labour Day, Christmas Day, or Boxing Day double time shall be paid.

(d.) No worker shall be required to work more than six hours continuously without an interval for a meal.

(e.) Any worker having worked all day and night and being required to continue working on into the next day shall be paid double-time rates for all such time worked.

(f.) Double rates shall be paid for all time worked after 5 p.m. on the weekly half-holiday.

Wages.

3. The minimum wage for journeymen moulders (except machine moulders) shall be 1s. 6d. per hour, and for machine moulders 1s. 3d. per hour.

Under-rate Workers.

4. (a.) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b.) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c.) Notwithstanding the foregoing it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d.) It shall be the duty of the union to give notice to the Inspector of Factories of every agreement made with a worker pursuant hereto.

(e.) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Apprentices.

5. (a.) Any employer taking an apprentice to learn the trade shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under this award, and shall pay such apprentice not less than the undermentioned rates of wages, namely: For the first year, 10s. per week; for the second year, 15s. per week; for the third year, £1 per week; for the fourth year, £1 5s. per week; and for the fifth year, £1 15s. per week.

(b.) An apprentice who during his apprenticeship gains a certificate in Grade 1 of mechanical engineering of the City and Guilds of London Institute, or other certificate of equal merit, shall be paid during the last two years of his apprenticeship at the rate of not less than 2s. 6d. per week in excess of the ordinary apprentice rates.

(c.) The proportion of apprentices to journeymen shall not exceed one to every two journeymen or fraction of two.

(d.) The period of apprenticeship shall be five years, but three months' probation shall be allowed the first employer of any apprentice to determine his fitness, such three months to be included in the period of apprenticeship if the same be continued. The obligation of the apprentice to serve his employer shall be deemed to be a duty enforceable under this award.

(e.) At the end of the period of apprenticeship the employer shall give the apprentice a certificate to show that he has served his apprenticeship. Should the employer at any time before the termination of the apprenticeship wish for any reason to dispense with the services of the apprentice he shall give him a certificate for the time served and procure him another employer carrying on business within a reasonable distance of the original employer's place of business, who will continue to teach the apprentice, to pay him the wages prescribed by this award according to the total length of time he has served, and generally to perform the obligations of the original employer: Provided that it shall not be obligatory upon an employer to find an apprentice another employer if he shall so misconduct himself as to entitle the employer to discharge him, but he shall give him a certificate covering the time actually served.

(f.) An employer shall not be deemed to discharge his duty towards an apprentice if he fails to keep him at work owing to

slackness of work, but such slackness may form a proper ground for transferring an apprentice to a master willing to undertake the responsibility of teaching him.

(g.) An employer taking an apprentice shall give notice thereof and of the name of the apprentice to the Inspector of Factories within one week after the expiration of the period of probation, and an employer transferring an apprentice to another employer shall similarly within one week thereof give notice of such transfer to such Inspector.

(h.) When an apprentice is discharged for cause the employer shall send notice of the discharge and of the cause thereof to the Inspector of Factories, who shall forthwith notify the secretary of the union.

(i.) All time lost through his own default or through sickness in any year of his apprenticeship shall be made up by the apprentice before he shall be considered to have entered upon the next succeeding year of his apprenticeship; but an apprentice working overtime shall have such time added to his ordinary time in calculating the respective years of his apprenticeship.

(j.) An employer shall not be bound to pay an apprentice for time lost through sickness or through the default of the apprentice, or by his voluntary absence from work with the consent of the employer.

Improvers.

6. An apprentice after serving his apprenticeship may be employed as an improver at the rate of not less than 1s. 2d. per hour for one year after the expiration of his apprenticeship.

Preference.

7. (a.) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within seven days after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

(c.) Whenever an employer shall employ a worker who is not a member of the union he shall within three days thereafter give notice in writing of such employment to the secretary of the union.

Matters not provided for.

8. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at then such dispute shall be referred to the local Inspector of Awards, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Inspector, may appeal to the Court upon giving written notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

Hot Water.

9. Employers shall provide hot water for heating tea-bottles to suit the requirements of the employees.

Ambulance.

10. It shall be the duty of the employer to provide ambulance kits of first aid in all foundries.

Machinery, Ladles, &c.

11. Machinery, cranes, &c., shall be examined once every six months, and all ladles of 15 cwt. and over shall be fitted with safety-worm gear.

Coremaking.

12. The existing custom with regard to coremaking may continue.

Lighting.

13. All foundries covered by this award shall be lighted to the satisfaction of the local Inspector of Factories.

Term of Award.

14. This award shall come into force on the 11th day of December, 1916, and shall continue in force until the 19th day of July, 1917.*

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 6th day of December, 1916.

T. W. STRINGER, Judge.

*The attention of the Court has been drawn to this inconsistency, and the award will be amended in due course.

MEMORANDUM.

This award embodies for the most part the recommendations of the Conciliation Council, which the parties agreed to accept. At the suggestion of the Court the parties agreed to the rate of wages and several minor clauses being settled in terms of the recent Auckland and Dunedin awards.

T. W. STRINGER, Judge.
