

MARLBOROUGH INDUSTRIAL DISTRICT.

(4267). MARLBOROUGH BUILDING TRADES.—AWARD.

In the Court of Arbitration of New Zealand, Marlborough 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 Marlborough Building Trades' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Blenheim—

Adams, F. W., plumber and gasfitter, Market Street North.

Bailey, A. J., painter, Nelson Street.

Blenheim—*continued.*

- Blenheim Borough Council, plumbers and gasfitters.
 Booker, G., bricklayer.
 Brewer, R., builder, Eltham Road.
 Bythell and Co., builders, painters, and plumbers, Maxwell Road.
 Candey, C., painter, Percy Street.
 Carr, W., builder, painter, and plumber.
 Daikee and Sons, bricklayers, Blenheim and Elevation.
 Fawcett, J., builder, St. Andrew's.
 Gallop, N. F., painter, Scott Street.
 Gibson, G., builder, Warwick Street.
 Gosling and Co., builders, Dillon's Point Road.
 Higgs, J. L., and Co., painters, Alfred Street.
 Hodson, W., bricklayer, Charles Street.
 Leslie and Costello, plumbers and gasfitters, Market Street South.
 Leslie, J., plumber and gasfitter, Grove Road.
 Manning, A., builder, Redwood Street.
 May, T. J., builder, Park Terrace.
 Miller, W., contractor, Main Street.
 Moreland, J. A., builder.
 McKinley, J., builder, Scott Street.
 Nicoll Bros., builders, painters, and plumbers.
 O'Neill and Sons, painters, Weld Street.
 Osgood, H. S., painter.
 Osgood, W. H., builder, Lee Street.
 Simmonds, J., painter, Charles Street.
 Smith, A. C., builder, Springlands.
 Wakelin and Hill, builders, Blenheim.
 Wanden, A., painter, Halifax Street.
 Ward and Co., builders, painters, and plumbers.
 Wemyss Bros., builders, Grove Road.
- Carluke—
 Lambert, John A., builder.
- Grovetown—
 Beamsley, F., builder.
- Havelock—
 Langridge, J. A., bricklayer.
 Reade, R. A., builder.
- Picton—
 Bush, A., builder.
 Clinch, A., painter.
 Pugh Bros., builders.
 Smith and Sons, builders.
 Storey, R. A., builder.
- Renwicktown—
 Barry, W., builder.
 Evans, E., builder.
- Renwicktown—*continued.*
 Mills, A. G., builder.
 Watson, H. S., painter.
 Watson, W., builder.
- Seddon—
 Farnell, J. E., builder.
- Spring Creek—
 Bott, G. A., builder.
 Gibson, Adam, plumber, &c.
- Tua Marina—
 Botham, W. C., builder.
- Wairau Valley—
 Criglington and Roxburgh, builders.
- Ward—
 Butt, C., builder.

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 1st day of May, 1916, and shall continue in force until the 1st day of May, 1918, 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 15th day of April, 1916.

T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work.

1. The recognized 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, half an hour to be allowed for dinner each day, and on Saturday from 8 a.m. to noon.

Rates of Wages.

2. The minimum rates of pay shall be—For carpenters, 1s. 6d. per hour: for painters, 1s. 4½d. per hour: for plumbers, if registered under the Plumbers Registration Act, 1912, 1s. 6d. per hour;

if not so registered, 1s. 5d. per hour: for bricklayers, 1s. 7½d. per hour.

Payment of Wages.

3. All wages shall 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.

Piecework.

4. Except in respect of stair-building, no carpenter or joiner shall be employed on piecework.

Overtime and Holidays.

5. Except where otherwise specified all time worked beyond the hours mentioned in clause 1 hereof shall be considered overtime, and shall be paid for as follows: For the first two hours, time and a quarter; after the first two hours until 10 p.m., time and a half; between 10 p.m. and 8 a.m. next morning, if worked continuously, double time shall be paid. If a workman shall be required to commence work after 6 a.m. but before 8 a.m. then he shall be paid time and a quarter for the work done before 8 a.m. Work done on Christmas Day, Good Friday, Easter Monday, reigning Sovereign's birthday, Labour Day, New Year's Day, or on Sundays shall be paid for at the rate of double time. If any of the holidays mentioned shall fall on a Sunday, then for the purposes of this award the day succeeding shall be deemed to be the holiday.

Apprentices.

6. (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 rate 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.) 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; and the obligation of the apprentice to serve his employer shall be deemed to be a duty enforceable under this award.

(c.) 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 obligation of the original employer: Provided that it shall not be obligatory upon an employer to find the apprentice another employer if he shall so misconduct himself as to entitle the employer to discharge him, but he shall give him a certificate for the time actually served.

(d.) 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. If requested to do so by the union the Inspector shall supply to the union the particulars obtained by him in this way with regard to any particular apprentice or apprentices.

(e.) An employer shall not be deemed to discharge his duty towards his apprentice if he fails to keep him at work owing to slackness of work, but such slackness may form a proper ground for transferring him to a master willing to undertake the responsibility of teaching him.

(f.) When an apprentice is discharged for cause the employer shall send notice of such discharge and of the cause thereof to the Inspector of Factories.

(g.) All time lost by an apprentice through his own default or through sickness in any year of his apprenticeship shall be made up before such apprentice shall be considered as having entered upon the next succeeding year of his apprenticeship, and the total period of his apprenticeship shall be extended for a period equal to such lost time; but an apprentice working overtime shall have such time added to his ordinary time in calculating the respective years of his apprenticeship.

(h.) An employer shall not be bound to pay an apprentice for time lost through the default of the apprentice or by his voluntary absence from work with the consent of his employer, but an employer shall not be entitled to make any deduction from the wages of an apprentice for time lost through sickness or any cause other than those hereinbefore mentioned.

(i.) The proportion of apprentices to journeymen in the several branches of the trade affected by this award shall be—(a) Carpenters, painters, and bricklayers, one apprentice to every three journeymen or fraction of three; (b) plumbers, two apprentices to every three journeymen or fraction of three.

(j.) For the purpose of determining the proportion of apprentices to journeymen in taking any new apprentice the calculation shall be based on a two-thirds full-time employment of the journeymen employed for the previous six calendar months.

(k.) Existing arrangements with or relating to apprentices now serving any employer may continue, provided that any employer wishing such arrangements to continue shall forward the names of his present apprentices to the Inspector of Factories within one month after the date of the filing of this award.

Under-rate Workers.

7. (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.

Conveniences.

8. Employers shall provide upon the works a properly secured place for workers' tools, and shall also provide proper sanitary conveniences for the use of workers.

Sharpening Tools.

9. (a.) When two or more men are employed the employer shall provide proper grindstone facilities for sharpening tools for the use of workers either at the workshop or on each job.

(b.) When a worker has been regularly employed on the erection of any building for four weeks or more, or in repairing or altering work for one week or more, he shall on being discharged be entitled to receive two hours' notice, during which time he shall have the right to sharpen his tools if they require sharpening, or be paid two hours' extra time.

Country Work.

10. (a.) Every journeyman shall be at the place where his work is to be performed at the time appointed for commencing work,

but should such place be situated beyond a distance of four miles from the employer's place of business, then such worker shall be paid at the rate of 2s. per day in addition to his ordinary wages. No worker who resides within four miles, by a road used by foot-passengers, of the place where the work is to be done shall be entitled to the benefit of this clause.

(b.) If requested by the workmen the employer shall provide reasonable sleeping-accommodation on country work.

(c.) The hours of overtime for country work shall be as arranged between the employer and the employee to be paid at ordinary rate for country work.

(d.) Any workman 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 it is continuous and the journeyman or apprentice is not called away by his employer.

(e.) No worker shall be paid more than an ordinary day's wages for any day occupied by him in travelling, even although it should exceed eight hours, unless he is on the same day occupied in working for his employer. The provisions of this clause shall apply to all apprentices.

(f.) Apprentices employed on country work shall be provided with board and lodgings by the employer free of charge.

Preference.

11. (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 to the secretary of the union of such employment.

Plumbers' Tools.

12. Employers of plumbers shall provide workmen with soldering-bolts, iron-pipe-fitting tools, plumbing-irons, mandrels, and files.

Scope of Award.

13. This award shall apply throughout the Marlborough Industrial District.

Term of Award.

14. This award shall come into force on the 1st day of May, 1916, and shall continue in force until the 1st day of May, 1918.

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 15th day of April, 1916.

T. W. STRINGER, Judge.

MEMORANDUM.

The only questions referred to the Court were as to the minimum wages for painters, as to apprentices, and country work. The Court has fixed the wages of painters at ls. 4½d. per hour, and has inserted the usual Court clause with regard to apprentices. The clause as to country work has also been settled by the Court.

T. W. STRINGER, Judge.

NOTE.—Section 90, subsection (1) (d), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiration of the currency of the award, the award shall continue in force until a new award has been duly made or an industrial agreement entered into, except where the registration of an industrial union of workers bound by such award has been cancelled.
