

fit, employ any person or persons, whether a member of the union or not, to perform the work required to be performed notwithstanding the foregoing provisions. Notice by advertisement in the *New Zealand Times* and in the *Evening Post* newspapers, published at the City of Wellington, shall be given by the union of the place where such employment-book is kept, and of any change in such place, and notice thereof shall also be given in writing to the Employers' Union.

The foregoing paragraphs, numbered from 1 to 22, both inclusive, embody the terms, conditions, and provisions referred to in the above award, and thereby declared to be incorporated in and to form part thereof.

In witness whereof the seal of the Court of Arbitration of New Zealand hath been hereunto affixed, and the President of the said Court hath hereunto set his hand, this 10th day of July, 1899.

W. B. EDWARDS, President.

WELLINGTON MOULDING TRADE.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1894," and the amendments thereof; and in the matter of an industrial dispute between the Wellington Iron- and Brass-moulders' Industrial Union of Workers (hereinafter called "the Workers' Union") and W. Cable and Co., of Waterloo Quay; D. Robertson and Co., of Old Customhouse Street; Edward Seager, of Victoria Street; S. Luke and Co. (Limited), of Manners Street; Smith Brothers, of Manners Street; W. Crabtree and Sons, of Eva Street; and H. Gaby and Sons, of Crawford Street, all in the city, and all mechanical engineers and ironfounders (hereinafter called "the employers"); and the following brass-moulders, who were added to the dispute by the Conciliation Board—namely: William Earnshaw, of Johnston Street; Campbell and Dutch, of Victoria Street; S. Danks and Co., of Brandon Street; Jenkins and Mack, of Lambton Quay; Henry Babington, of Normanby Terrace; Andrews and Manthel, of Tory Street; Ballinger Brothers, of Waring Taylor Street; and J. Glover, of Church Street, all in the City of Wellington.

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 Workers' Union by its representatives duly appointed; and having also heard the said W. Cable and Co., by William Cable, a member of the said firm; the said D. Robertson and Co., by David Robertson, a member of the said firm; the said S. Luke and Co. (Limited), by John Pearce Luke, a director of the said company; the said Smith Brothers, by John Smith, a member of the said firm; the said W. Crabtree and Sons, by William Crabtree, a member of the said firm; and the said H. Gaby and Sons, by Herbert Gaby, a member of the said firm; and having also heard the said William Earnshaw in person; and having also heard the witnesses called by and on behalf of the Workers' Union and of the said parties appearing respectively, and cross-examined by the said parties respectively, and the said Edward Seager and the brassfounders other than the said William Earnshaw not appearing, doth hereby order and award as follows:—

1. The said William Earnshaw, Campbell and Dutch, S. Danks and Co., Jenkins and Mack, Henry Babington, Andrews and Manthel, Ballinger Brothers, and J. Glover, all of whom are brassfounders, are hereby dismissed from this dispute, and shall not be affected by the provisions of this award, but without prejudice to any application which may hereafter be made by the Workers' Union under the provisions of the above-mentioned Acts with reference to any industrial dispute which may hereafter arise between the Workers' Union and the persons and firms named in this clause or any of them.

2. The words "the employers," where used in this award, shall mean and include the said W. Cable and Co., D. Robertson and Co., Edward Seager, S. Luke and Co. (Limited), Smith Brothers, W. Crabtree and Sons, and H. Gaby and Sons.

3. The time to be worked by any journeyman in each week shall not exceed forty-six and a half hours; all hours worked beyond that time in any week shall be considered and paid for as overtime.

4. 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.

5. 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.

6. Overtime shall be paid at the rate of time and a quarter for the first two hours, and at the rate of time and a half afterwards. Time worked upon Sunday, Good Friday, Christmas Day, and Labour Day shall be paid for at double the ordinary rate.

7. All journeymen moulders other than those employed exclusively in plate-moulding shall be paid for their work not less than 1s. 1½d. for each hour worked.

8. Journeymen moulders employed exclusively in plate-moulding may be paid a less wage than that fixed by the last clause, but in no case less than is at present paid in Wellington for work of that class.

9. 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 journeyman and the chairman and secretary of the Workers' 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, as shall be fixed in writing by the Chairman of the Conciliation Board for the industrial district upon the application of such journeyman 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 journeyman whose wage has been so fixed may work and may be employed for such less wage for a period of six calendar months thereafter, and, after the expiration of the said period of six calendar months, until fourteen days' notice in writing shall have been given to him by the secretary of the union requiring his wage to be again fixed in manner prescribed by this clause.

10. The period of apprenticeship shall be five years. Indentures shall not be necessary.

11. 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 a two-thirds full-time employment of the journeymen employed by such employer during the preceding twelve calendar months.

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

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

14. 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. per week 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, and £1 5s. per week during the fifth year.

15. If and after the Workers' Union shall so amend its rules as to permit any person of good character and sober habits now employed in the trade in this industrial district, and any other person residing or who may hereafter reside in this industrial district, who is of good character and sober habits and who is a competent journeyman, to become a member of such 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 the person so desiring to join the Workers' Union, without ballot or other election, and shall give notice in writing of such amendment, with a copy thereof, to each employer, and shall also publish a notice of such amendment, with a copy thereof, three times in the *New Zealand Times* and also in the *Evening Post* newspapers, published in the