WELLINGTON INDUSTRIAL DISTRICT.

(535.) WELLINGTON PLASTERERS.—RECOMMENDATIONS.

Before the Board of Conciliation, Wellington Industrial District.—
Under "The Industrial Conciliation and Arbitration Act, 1900,"
and "The Industrial Conciliation and Arbitration Amendment
Act, 1901."—In the matter of an industrial dispute between the
Wellington Plasterers' Industrial Union of Workers and the
Wellington Builders and Contractors' Industrial Union of Employers (secretary, William H. Bennett, Woolcombe Street,

Wellington): Thomas Carmichael, Hawkestone Street, Wellington; Thomas Foley, 20, Hankey Street, Wellington; J. and A. Wilson, Cambridge Terrace, Wellington; Edmund Platt, Molesworth Street, Wellington; Charles T. Emeny, Ranfurly Terrace, Wellington; William Newman, Tawa Flat, Wellington; Allan McGuire, Sussex Square, Wellington; Arthur H. Fulford and Tnomas Smith, Edward Street; and Walter J. Thompson, Thorndon Quay, Wellington, employers; and of a reference thereof for settlement.

The Board, having been satisfied as to its jurisdiction, and having heard statements and arguments by the duly appointed representatives of the Wellington Plasterers' Industrial Union of Workers and by the duly appointed representatives of the Wellington Builders and Contractors' Industrial Union of Employers, and by Mr. Thomas Foley, who appeared before the Board, and having arranged a conference between the said representatives of the Wellington Plasterers' Industrial Union of Workers and all the employers who appeared before the Board, and having received from that conference a report approved by all the persons before the Board, and having approved and adopted the agreement of that conference, which suggested a settlement of all except two of the points in dispute, and having carefully considered the dispute and every particular of it, doth hereby recommend that the dispute be settled on the following conditions:—

1. Two classes of labour only shall be recognised—namely,

journeymen and apprentices.

2. A full week shall consist of forty-five hours, commencing, except on Saturdays and in the months of May, June, July, and August, at 8 a.m. and finishing at 5 p.m. During the months of May, June, July, and August eight hours and a quarter shall be worked each day, except Saturdays, between the hours of 7.30 a.m. and 5 p.m., at the discretion of the employer. During these months half an hour shall be allowed for dinner. During the remainder of the year three-quarters of an hour shall be allowed for dinner. On all Saturdays work shall commence at 8 a.m. and finish at a quarter to 12 noon.

3. All competent journeymen plasterers shall be paid not less than £3 12s. for a full week. Deductions for broken time shall be at the rate of 1s. 7d. per hour. All wages shall be paid weekly, either on the job or at the employer's place of business; but wherever paid they shall be paid to the workmen not later than fifteen

minutes after leaving off work.

3A. Any workman who considers himself, or is considered by his employer, not capable of earning the wage mentioned in paragraph 3 hereof may be paid such less wage as may from time to time be agreed upon in writing between any employer or employee and the secretary or president of the union; and, in default of such an agreement within twenty-four hours after such journeyman or employer shall have 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 or employer 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 shall have been so fixed may work and may be employed by any employer for such less wage for the 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 or his employer by the secretary of the union requiring his wages to be again fixed in manner prescribed by this clause.

3B. The number of men whose wage has been fixed under paragraph 3A employed by any employer shall not at any one time exceed the proportion of one of such men to every four men to

whom are paid wages at the rate specified in paragraph 3.

3c. That, in the event of any workman being discharged at any time during the week, he is to be paid his wages within one hour

from the time when he is discharged from his work.

4. All boys shall be legally indentured to learn the trade generally. Any employer may, before apprenticing a boy, try him on probation for three months, and if at the end of such probation the boy becomes a bound apprentice such period of three months shall be reckoned as part of the period of apprenticeship. The term of apprenticeship shall be five years. The wages to be paid to the apprentice shall be: First year, 8s. per week; second, 13s.; third, 18s.; fourth, £1 3s.; and fifth, £1 13s.; and the proportion of apprentices not to exceed one to every three competent workmen.

5. That time and a quarter be allowed for all overtime from 6 a.m. to 8 a.m., and from 5 p.m. to 8 p.m., except during the months of May, June, July, and August, when ordinary-time rate is to be paid for working from 7.30 a.m. to 8 a.m., double time to be allowed from 8 p.m. to 7.30 a.m. if worked continuously; and double time to be allowed for Saturday afternoon, Sunday, and all statutory

holidays.

6. That 3d. per hour be paid above the ruling rate of pay in Wellington for country work. Overtime to be paid pro rata. Fares to be paid to the workers both ways, once for each job. Time to be paid for travelling both ways, once for each job. Travelling time not to exceed eight hours in any one day.

7. In the event of any member having to work outside a radius of one mile and a half from the General Post Office, Wellington, except as provided in clause 6, his fare shall be paid to and from his work, or time allowance whilst travelling to and from his work.

8. Employers shall employ members of the Wellington Plasterers' Union in preference to non-members, provided that the members of the union are equally qualified with the non-members to perform the work to be done and are ready and willing to undertake it.

9. Any difference as to the meaning and intention of the foregoing clauses shall be submitted to a committee consisting of two employers and two members of the worker's union for settlement. Should the committee fail to arrive at a satisfactory conclusion, the matter in dispute shall be submitted to the Chairman of the Wellington Conciliation Board, whose decision shall be final.

10. That clause 10 of the union's demands be, and is hereby,

annulled.

11. 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 foregoing paragraphs shall be binding upon every member thereof, and upon the employers and each and every of them, and that the said terms, conditions, and provisions set out in the said foregoing paragraphs shall be binding upon every member thereof, and upon the employers and 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 the Board's recommendations; 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 the said terms, conditions, and provisions on the part of the union and the members thereof, and on the part of the employers and each and every of them, respectively required to be done, observed, and performed, and shall not do anything in contravention of the said terms, conditions, and provisions, but shall in all respects abide by and observe and perform the same. And the Board recommends that any breach of the said terms, conditions, and provisions 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 of any such breach; provided, however, that the aggregate amount of penalty under or in respect of this settlement shall not exceed the sum of £500.

12. The settlement shall be for two years, from the 19th day of February, 1903, to the 18th day of February, 1905 (both days inclu-

sive).

Given under my hand, at Wellington, this 15th day of January, 1903.

John Crewes, Chairman.