

scrutinised. Not the least important matter for consideration in each case must be whether or not the union is practically open to every person employed in the trade who desires to join it; and there are many other matters which must be taken into consideration in connection with such a claim. The opinion which I express upon the matter is, therefore, strictly limited to the present case.

Lastly, it appears to me to be plain that the companies and public bodies which are in no way connected with the engineering trade, but which employ engineers for the purpose of working, tending, and repairing machinery used by them for other purposes, must be entirely excluded from the operation of the award in this dispute. The engineers employed by such bodies work under entirely different conditions from those which affect engineers employed in engineering and manufacturing shops; they are paid upon an entirely different system, and they do not in any way compete with the trade. The rules as to hours, wages, payment of overtime, &c., which are applicable to engineers employed in engineering shops are plainly inapplicable to persons so employed, and to attempt to apply them would only result in confusion and in injury to the persons sought to be affected. These persons are, so far as the evidence shows, well paid and well treated, and they have no fault whatever to find with the conditions of their employment. For these reasons they are wholly excluded from the operation of the award. If, however, the employers of this class employ workmen on daily wages for the purpose of doing work which is ordinarily done in engineering shops, they must, to the extent of such employment, be bound by the provisions of the award, and in this there can be no hardship. Suitable provision has therefore been made for both cases.

The following were the conditions submitted by the men to be observed in the engineering trade in the Christchurch district:—

Rule 1. Hours of labour: Forty-four hours shall constitute a week's work, divided as follows: August to April (inclusive), work shall not commence (except as overtime) before 8 a.m., or continue after 5 p.m., with one hour for dinner; from May to July (inclusive), 8 a.m. to 4.30 p.m., with half an hour for dinner, except on Saturdays, when the time worked shall be from 8 a.m. to 12 noon. Each day shall stand by itself.

Rule 2. Rate of wages in the different departments of the trades: The minimum rate of wages for journeymen fitters, turners, brass-finishers, coppersmiths, millwrights, milling-machinemen, and blacksmiths shall be 10s. per day of eight hours; patternmakers, 11s. per day of eight hours; for planers, borers, slotters, and other machinemen, 9s. per day of eight hours; men at present receiving over 9s. per day of eight hours shall receive 10 per cent. advance on present rates. Young journeymen having served their apprenticeship shall be allowed, if necessary, to work for 1s. per day less than the above rates, until attaining the age of twenty-three years, in the shop in which they have served their time, but shall then (at twenty-three) receive journeymen's minimum wage.

Rule 3. Rate for overtime: All time worked either previous to or after the hours named in Rule 1, also New Year's Day, Easter Monday, Queen's Birthday, Prince of Wales' Birthday, Labour Day, Anniversary Day, and Boxing Day, shall be paid at the rate of time and a half. For Christmas Day, Good Friday, and all Sundays double time must be paid. Night-shifts shall be paid 2s. per night extra (three consecutive nights to be worked before it can be called a night-shift), otherwise overtime rates must be paid. Only one shift of eight hours out of the twenty-four can be reckoned as a day-shift.

Rule 4. Number of apprentices and term of apprenticeships: The number of apprentices in each department of the trade shall not exceed one to every four journeymen or fraction of the first four. All apprentices shall serve a term of five years before reaching the age of twenty-one years.

Rule 5. Out-work allowance: All time going to and returning from outside work and all travelling-expenses shall be paid for, irrespective of distance. Outside a radius of three miles from the Christchurch Post-office the rate per day shall be 1s. above the afore-mentioned rate in Rule 2. When working over three miles from the Christchurch Post-office and returning the same night 1s. extra shall be paid. When working at a distance and unable to return the same night suitable board and residence shall be provided.

Rule 6. Dirt-money: On all marine repair-work 1s. per day dirt-money shall be paid.

Rule 7. Members of trades-unions shall be employed in preference to non-unionists.

*Painters' Dispute* (before the Conciliation Board).—Dispute between the Christchurch Painters' Union and the Canterbury Master Painters' Association.

The award of the Arbitration Court of the 31st May had expired, and the union wished the agreement to be renewed, with an amendment of an increase of 1s. per day wages, and the men's time, in cases of work outside the town belts, to commence when they crossed the belts in proceeding to work.

The recommendations are that the proposals of the Painters' Union should be accepted, with the following alterations:—

The rate of wages for men to be 1s. per hour instead of 1s. 3d. The rate of pay for men "not considered capable of earning 9s. per day" to read "8s. per day."

In the preference clause the words "employers to give the union twenty-four hours' notice through the employment-book of workmen required before taking on non-union men" were struck out, and the following substituted: "An employment-book to be kept in a convenient place, and, if no union men are available, employers shall be free to employ non-union men."

Clause 13, dealing with suburban and country jobs, was excised, and the following substituted: "The suburban limit for men walking to their work shall be one mile from the town belt nearest the place at which the work is being carried on; beyond that distance condition 12 to apply."

Penalties for the breach of the conditions of the award, both in respect to the employers and employés, were excised.

The recommendations to operate for twelve months from the 4th July, 1898, and to be accepted or declined before the 12th July.

*Carpenters' Dispute* (before the Conciliation Board).—The complaint was that on the 19th March Mr. Palmer disregarded the award of the Arbitration Court and the recommendation of the Board in discharging two union men, at the same time retaining non-union men in his employ.

Mr. Talbot, in opening the case, said his society claimed that in acting as he had done Mr. Palmer had committed a breach of the award given by the Arbitration Court on the 6th July, 1897, and they came to the Board to see whether the award could not be enforced. The matter had been referred to the committee set up for settling minor disputes, and it had decided that Mr. Palmer's action was justified, but he (Mr. Talbot) contended that the committee was not properly constituted at the time it considered the matter; and, further, that Mr. Palmer committed another breach of the award in employing men below the union rate of wage.

The Board found that Mr. Palmer, in dismissing H. Went and A. Hardie, had committed a breach of the award made by the Arbitration Court; that Went and Hardie's work had been satisfactory so far as workmanship was concerned; that in employing non-union men at wages not agreed upon by the committee appointed in terms of the award a further breach was committed.