

WELLINGTON INDUSTRIAL DISTRICT.

(2808.) WELLINGTON MATCH-FACTORY FEMALE OPERATIVES.—
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 Match-factory Employees' Industrial Union of Workers (hereinafter called "the union") and Bryant and May and Bell and Co. (Limited) (hereinafter called "the employer").

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 employer by its representatives duly appointed, doth hereby order and award:—

That, as between the union and the members thereof and the employer 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 employer, 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 employer 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 16th day of June, 1913, and shall continue in force until the 12th day of June, 1916.

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 12th day of June, 1913.

W. A. SIM, Judge.

SCHEDULE.

Hours of Work.

1. An ordinary week's work shall not exceed forty-five hours, which shall be between the hours stipulated by the Factories Act.

Wages.

2. *Piecework Rates.*—The following classes of work shall be paid for at piecework rates as follows:—

Tapermaking: Per drum of 1,250 yards with 100 ends, 8s. 6d. per drum; pan girl, 4s. 6d.; assistant, 4s.: per drum of 2,500 yards with 68 ends, 12s. per drum; pan girl, 6s. 6d.; assistant, 5s. 6d.: or, when only one worker is operating, 8s. 6d. and 12s. per drum of 1,250 yards and 2,500 yards respectively.

Frame-filling: Per rack of 16 frames, 3¼d. per rack (frames of 68 boards on the average).

Box-filling by hand: Plaid boxes, 3d. per gross of 144 boxes; No. 4 boxes, 1s. per gross of 144 boxes; No. 4 (spring), 1s. per gross of 144 boxes; No. 11 boxes, 6d. per gross of 144 boxes; No. 12 boxes, 6d. per gross of 144 boxes; No. 10 boxes, 2s. per gross of 144 boxes.

Plaid-box lidding: Per crate of 24 gross of boxes, 1s. 6d. per crate.

Wrapping: Plaid boxes, 4¼d. per case; No. 4 boxes, 3¾d. per case; No. 11 boxes, 5d. per case; No. 12 boxes, 5d. per case; No. 10 boxes, 5d. per case.

Plaid-box making: Tube-winding by machine, 5¼d. per 1,000; tube-covering by hand, 1s. 2d. per 1,000.

Tube-cutting: Feeding the machine, 1¾d. per 440 tubes; putting on rollers, 1¾d. per 220 tubes (by hand); taking off rollers, 1¾d. per 220 tubes (by hand).

Top-fitting (by machine): 1s. 3d. per basket of 60 gross of tops fitted.

Sand-bottom fitting of machine: 1s. 3d. per basket of 60 gross of bottoms fitted.

Shoulder-fitting by hand: 3s. per basket of 50 gross of boxes fitted.

Punching out sand bottoms by machines: ¾d. per two trays of sand bottoms punched.

3. *Scale of Wages for Girls on Weekly Wages on Work not hereinbefore specified as Piecework.*—First six months, 12s.; second six months, 15s.; second year, 18s.; third year, £1 1s.; and thereafter a minimum weekly wage of £1 5s.: Provided that should a pieceworker be required to do work paid for at weekly rates she shall receive a wage not less than her average weekly earnings for the previous two months.

3. (a.) *Special Clause.*—Box-filling by machine: Pending installation of drying plant workers on these machines shall be paid by weekly wage according to scale as set forth in clause 3: Provided that any worker at present employed at the factory, and who has been so employed for not less than six months, shall be paid a minimum weekly wage of £1 2s. 6d. Nothing in this clause shall apply to the “tray-girl.”

Workers substantially employed at box-filling by machine may be required to work at their ordinary weekly rates of pay at hand-filling or at any other work at any time when circumstances shall prevent their continued employment on the box-filling machines.

On completion of drying installation piecework rates shall be fixed in the manner prescribed in clause 4.

Matters not provided for.

4. Anything not provided for in this award shall be mutually arranged between two representatives of the local union and the works manager. In the event of their being unable to agree the matter shall be referred to the Conciliation Commissioner for settlement. Either side, if dissatisfied with the decision of the Conciliation Commissioner, shall have the right to appeal to the Arbitration Court.

Award to apply to Females only.

5. Nothing in this award shall be deemed to apply to the labour conditions of any male worker employed at the factory.

Control of Factory.

6. The employer shall have full control over the management of his own factory, and shall be entitled to make such regulations not inconsistent with the provisions of the said Factories Act or of this award as he shall deem necessary for time-keeping and good order.

Preference.

7. (a.) Employers are at liberty to engage any person whether such person is a member of the union or not.

(b.) Every non-unionist worker hereafter engaged for employment at the factory shall within three weeks from the commencement of her employment become and remain a member of the union, provided that she shall first be requested by the secretary of the union in writing to do so after completion of the first two weeks of her employment. Any such non-unionist failing to join when requested as above shall be deemed to have committed a breach of this award.

(c.) The provisions of this clause shall operate only if and so long as the rules of the union shall permit any person of good character who is or shall be employed in this industry to become a member upon payment of an entrance fee not exceeding 5s., upon a written or verbal application, without ballot or other election, and upon payment of subsequent contributions not to exceed 6d. per week.

(d.) The employer shall not under any circumstances be held liable for a breach of this preference clause.

Under-rate Workers.

8. (a.) Any worker who considers herself 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 such 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 such purpose; and such Inspector or other person in so fixing such wage shall have regard to such worker's capability, her past earnings, and such other circumstances as such Inspector or other person may 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 her to have her wage again fixed in manner prescribed by this clause: Provided that in the case of any worker 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 determine.

(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 Awards of any 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 the wage is fixed.

Scope of Award.

9. This award is limited to the firm of Bryant and May and Bell and Co. and the female workers employed at their match-factory in Wellington.

Term of Award.

10. This award shall come into force on the 16th day of June, 1913, and shall continue in force until the 12th day of June, 1916.

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 12th day of June, 1913.

— W. A. SIM, Judge.

MEMORANDUM.

This award embodies, without alteration, the recommendation of the Conciliation Council, which the parties agreed to accept. The only addition made by the Court was the under-rate workers' clause.

W. A. SIM, Judge.