DIGEST

OF

DECISIONS AND INTERPRETATIONS

OF THE

COURT OF ARBITRATION

FOR 1916,

UNDER THE INDUSTRIAL CONCILIATION AND ARBITRATION ACTS.

(SUPPLEMENT No. 2.)

ISSUED UNDER THE DIRECTION OF

THE RIGHT HON. W. F. MASSEY, P.C., MINISTER OF LABOUR.

COMPILED AND EDITED BY

JOHN H. SALMON,

REGISTRAR OF THE COURT OF ARBITRATION, A SOLICITOR OF THE SUPREME COURT OF NEW ZEALAND.

WELLINGTON.

BY AUTHORITY: MARCUS F. MARKS, GOVERNMENT PRINTER.

1917.

DIGEST.

(1)

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1. *Relationship of Master and Apprentice not proved—Boy employed for some Months prior to being indentured and during that Period not paid at Apprentice Rates.*] The evidence showed that the boy in question had been engaged by the company for some months prior to being indentured, and that during that time he had performed work of the nature of an apprentice's work. The Magistrate, in dismissing the case, *held* that it had been conclusively shown that the boy had been put on to work the nature of which would justify the Court in saying that the relationship of master and apprentice had been entered upon before the date of the indentures, but that a boy could be employed at the trade otherwise than as an apprentice.—INSPECTOR OF AWARDS *v.* OTAGO DAILY TIMES AND WITNESS COMPANY (LIMITED) (Widdowson, S.M.).

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AWARD.

1. *Application for—Union registered in one Industrial District seeking an Award in another Industrial District—No Registered Branch of such Union in Latter District.*] The applicant, an industrial union registered in the Wellington Industrial District, and party to several awards operating in that district, formulated an industrial dispute in the Marlborough Industrial District. It was proved that the union had no registered branch in the latter district, and that by its rules its operations were specifically restricted to the Wellington Industrial District. Petitions signed by a large number of workers employed in the industry asking that no award be made were put in.

Held, That the dispute could not be proceeded with.—*In re* MARLBOROUGH HOTEL WORKERS (Stringer, J.).

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2. *Application of—All Skilled Electrical Workers brought under Award irrespective of Nature of Employers' Business.*] At the hearing before the Court it was sought to exclude certain Borough Councils from the provisions of the award, for the purpose of including electrical workers employed by such Councils in an award dealing with local bodies' labourers. The Court, however, declined to accede to this request, being of the opinion that the proper course was to bring all skilled electrical workers under this award, which deals generally with all such workers.—AUCKLAND ELECTRICAL WORKERS' AWARD: MEMORANDUM.

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3. *Not made Retrospective unless agreed.*] The Court has made the award retrospective only as regards those employers whose assessors in the Conciliation Council agreed thereto. Otherwise the Court has refused to make the award retrospective.—Otago General Labourers' Award (Builders' Labourers): Memorandum.
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1. *Day Baking—Abolition of Night Baking discussed — Impracticability of Proposal.*— Northern District Bakers and Pastrycooks' Award: Memorandum.
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2. *Day Baking—Attitude of Court towards Night Baking—Abolition only to be obtained by Legislation.* — Wellington Operative Bakers and Pastrycooks' Award: Memorandum. Vol. xvii, p. 332

BOARDINGHOUSES.

See Private Hotels.

BOILERMAKERS' TRADE — *Cutting out Plates from the Deck of a Vessel by removing Rivets not Boilermakers' Work—Overlapping of Classes of Work—Custom.*] The defendant company employed two metal-workers' assistants on the work of cutting out plates from the deck of a vessel, one worker holding the chisel or other tool against the rivets while the other used the hammer. The question was whether this work was boilermakers' work, or whether it might be performed by metal-workers' assistants or by boilermakers' helpers.

Held, It is frequently difficult to define where the work of one class of labour ends and that of another class begins—there must be overlapping in many cases. I think in this case it is reasonably within the province of metal-workers' assistants to do this work, though, naturally enough, preference is given to boilermakers. In my opinion the matter that settles the point in this particular case is the practice that has existed in the past, and it appears that for many years past the work has frequently been given to metal-workers' assistants without any question having been raised by the boilermakers.—Inspector of Awards *v.* Wellington Patent Slip Company (Stringer, J.). Vol. xvii, p. 981

BOOTMAKING TRADE.

1. Burdens on the industry discussed.— New Zealand Federated Boot Trade (Male Operatives) Award. Vol. xvii, p. 457

BOOTMAKING TRADE—*continued.*

2. *Females working Wax-thread Machines —Rate of Wages.*] The award provides that females employed working wax-thread machines must be paid the minimum wage of £1 15s. per week, or, in the case of their not being employed continuously for such period, an hourly wage at the same rate.—*In re* New Zealand Female Boot Operatives' Award: Interpretation. Vol. xvii, p. 320

3. *Introduction of Unskilled Labour discussed—Special Provisions enabling Returned Soldiers to be employed.*—New Zealand Federated Boot Trade (Male Operatives) Award: Memorandum.
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4. Wages in this industry in the Dominion the highest average wage paid to workers in this industry in any part of the world.— New Zealand Federated Boot Trade (Male Operatives) Award: Memorandum. Vol. xvii, p. 457

BRASS-FINISHERS — Employed on stock-catalogue work.

See Engineers, 1.

BUTCHERS — *Meat Allowance working unsatisfactorily — Dry Wage provided.* — Northern District (Country) Butchers' Award: Memorandum. Vol. xvii, p. 234

CARPENTERS' TRADE—*Repair Work done in connection with Bridge — What is Carpenters' Work?*] On a case stated by the Magistrate asking whether repair work done in connection with a bridge was carpenters' work, it was *held* that the work in question was not substantially carpenters' work within the meaning of the award. It is impossible to lay down any general principle upon which it can be determined whether work comes within the scope of any particular award. It frequently happens, as in this case, that the work done by one class of workers overlaps that done by another class of workers. Each case must be decided on its own particular circumstances.—Inspector of Awards *v.* Mayor, etc., of Palmerston North (Stringer, J.).
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CHINESE—*Cited as Parties to a Grocers' Assistants' Dispute — Struck out pending Evidence of Employment of White Labour.*] A number of Chinese were cited as parties to the dispute, but the Court has struck them out of the list of parties. If, hereafter, it can be shown that these or any of them are grocers carrying on business within the

CHINESE—*continued.*

scope of the award, and employing white labour, the Court will add them as parties to the award on application being made in that behalf.—TARANAKI GROCERS' ASSISTANTS' AWARD: MEMORANDUM.
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CONCESSIONS—By employers, in granting increased minimum wages by reason of local considerations, not to bind the Court in fixing minimum wages in same industry in another industrial district.

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DAIRY FACTORIES — *Special Nature of Operations—Struck out of List of Parties cited to an Engine-drivers' Award.* — NORTHERN DISTRICT ENGINE-DRIVERS' AWARD: MEMORANDUM. Vol. xvii, p. 32

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DREDGE HANDS—*General Interpretation of Award relating to.—In re* INANGAHUA GOLD-DREDGING EMPLOYEES' AWARD: INTERPRETATION. Vol. xvii, p. 109

ENGINEERS.

1. *Stock-catalogue Work—Brass-finishers covered by Engineers' Award—Provisions as to Stock-catalogue Work apply to Brass-finishers.*] It is perfectly clear that the proper construction of the award admits of no doubt that clauses 4A and 4B (relating to stock-catalogue work) of the engineers' award apply to all workers (brass-finishers included) engaged upon stock-catalogue work.—*In re* NORTHERN DISTRICT ENGINEERS, ETC., AWARD: INTERPRETATION.
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ENGINEERS—*continued.*

2. *Stock-catalogue Work—Rate to apply only to Workers who have had Practical Experience in the Industry for at least Three Years—Definition of "Practical Experience."*] The minimum wage for workers engaged on stock-catalogue work shall be 1s. 3d. per hour, but this rate shall only apply to workers who have had practical experience in the industry for at least three years. The words "practical experience in the industry for at least three years" mean practical experience in any branch of the engineering industry for at least three years. —*In re* CANTERBURY ENGINEERS' AWARD: INTERPRETATION. Vol. xvii, p. 512

3. *Stock-catalogue Work—Refusal of Court to introduce Provisions into an Ironmoulders' Award for First Time.*] The Court, after careful consideration, has been unable to see its way to introduce for the first time in an award regulating the wages of moulders any such provision, which would operate only in favour of a few employers engaged chiefly in the manufacture of certain special articles.—OTAGO AND SOUTHLAND IRON AND BRASS MOULDERS' AWARD: MEMORANDUM.
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Apprentices—Limitation of, in Engineering Trade discussed.

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EXEMPTIONS.

1. Principles laid down by Court in granting exemptions (Book of Awards, Vol. xii, p. 961) followed.—WELLINGTON PAINTERS AND DECORATORS' AWARD: MEMORANDUM.
Vol. xvii, p. 844.

2. *Various Forms of Exemption from Provisions of an Engine-drivers' Award—Special Nature of Operations.*—NORTHERN DISTRICT ENGINE-DRIVERS' AWARD: CLAUSE 9 AND MEMORANDUM.
Vol. xvii, p. 32

EXIGENCIES OF BUSINESS—*Special Provisions inserted to meet.*—AUCKLAND FARRIERS AND BLACKSMITHS' AWARD: MEMORANDUM. Vol. xvii, p. 50

FEMALES.

Employment of—No Provision for Special Rates for Females contained in Award—If Females employed Rates fixed by Award to be observed—Supplementary Award might be made.] No special provisions having been

EMALES—*continued.*

ade with regard to female workers, they early come within the general provisions the award prescribing the rates of wages workers employed in the industry, and females are employed they must there- re be paid according to such rates. If y reason of the instalment of new machinery proper field of labour for female workers as been opened up, the proper course to dopt would be to apply for a supplementary ward making special provisions for such orkers.—*In re* WELLINGTON BACON-FAC-ORY EMPLOYEES' AWARD: INTERPRETA-ION. Vol. xvii, p. 872

See also In re NORTH CANTERBURY GROCERS' ASSISTANTS' AWARD: INTERPRETATION. Vol. xvii, p. 965

ILLING IN TIME.

See HOURS OF WORK.

URNITURE TRADE—*Terms "Machinist" nd "Joinery"—Interpretation.*] The term 'machinist" as used in the award is to be ead as limited to machinists in joinery in onnection with the furniture trade. The word "joinery" is a generic term, and in its widest sense would include all the different classes of joinery. It is to be decided according to the special circumstances of each case as it arises whether or not any special class of joinery is covered by the terms of the award.—INSPECTOR OF AWARDS *v.* MILSOM (Case stated). Vol. xvii, p. 1405

GASWORKS EMPLOYEES—*Workers employed on certain Duties in connection with Street-lamps not Burner-maintenance Men.*] Men employed to clean street-lamps, put on new burners when necessary, and to wind up the clocks attached to the lamps are not burner-maintenance men within the meaning of the Auckland Gas Companies' Employees' Award: Interpretation. Vol. xvii, p. 874

GOLD-MINERS—*Industry affected by War—Increased Cost of Materials and Increased Taxation.*] The majority of the Court came to the conclusion that having regard to the heavy burdens that have been imposed on the industry as the result of the war, in the shape of increased taxation and the high prices ruling for all classes of materials used by the employers, they could not properly grant any general increase in wages.—THAMES MINERS' AWARD: MEMORANDUM. Vol. xvii, p. 1370

HOLIDAYS.

1. *Deduction from Wages of Employees on Daily Wages for Day not worked—Distinction between Workers on Weekly Wages and those on Daily Wages.*] *Question:* Several of the employees in receipt of a daily wage in the Christchurch Gas Company were given the 16th December as a holiday, and the said men were willing and anxious to work on the day mentioned. Is the company justified in making a deduction for the day's holiday?

Answer: We are of opinion that, on the facts as stated, the company was not bound to pay its employees on daily wages for the 16th December, on which day they did not work. The award distinguishes between workers on weekly wages and those on daily wages.—*In re* CHRISTCHURCH GASWORKS' EMPLOYEES' AWARD: INTERPRETATION (Stringer, J.). Vol. xvii, p. 102

2. *No Special Rate provided in Industrial Agreement for Work done on certain Holidays—Special Rates fixed for other Holidays—Ordinary Rates only payable in respect of Holidays for which no Special Rates provided.*] The industrial agreement provides the rate for work done on Good Friday, Christmas Day, and New Year's Day. There is, however, no provision for any special rate for surface workers for other recognized holidays, and consequently the ordinary rate only is payable for work done on those days.—*In re* PUKEMIRO COAL-MINERS' INDUSTRIAL AGREEMENT: INTERPRETATION. Vol. xvii, p. 873

3. *Private Hotels—One Day in Seven—Accumulation of Holidays—Working-hours may be extended to Sixty-five.*] The Court has provided for a special week's work not exceeding sixty-five hours in cases where advantage is taken of the special clause with regard to accumulation of holidays, in order to make it clear that where the accumulation of holidays is agreed upon the ordinary hours of work may be extended to sixty-five. — ROTORUA PRIVATE HOTELS AND BOARDINGHOUSE WORKERS' AWARD: MEMORANDUM. Vol. xvii, p. 817

HOURS OF WORK.

Workers kept on Premises filling in Time in case Services required—Undesirable State of Things—Weekly Limit and Daily Limit fixed.] It appeared from the evidence at the hearing that the workers were kept on the premises of the employers for several hours per day, during which time they had practically nothing to do, but were, as one of the employers stated, "filling in time"

HOURS OF WORK—*continued.*

in order to be available in case their services as drivers might be required. This undesirable state of things could easily be avoided by the employers introducing some system of organization in their establishments, and the Court has therefore fixed the ordinary week's work at sixty hours and the ordinary day's work at ten hours.—ROTORUA COACH-DRIVERS' AWARD: MEMORANDUM. Vol. xvii, p. 813

Extension of, for boardinghouse employees where accumulation of holidays agreed upon.

See HOLIDAYS, 3.

IRON AND BRASS MOULDERS.

Provisions for stock-catalogue work refused in moulders' award.

See ENGINEERS, 3.

Custom as to Core-making not interfered with by Award.—OTAGO AND SOUTHLAND IRON AND BRASS MOULDERS' AWARD: MEMORANDUM. Vol. xvii, p. 1057

JOINERY.

See FURNITURE TRADE.

JURISDICTION.

1. *Brakesman or Jigger in Coal-mine—Question of Fact on Action for Breach of Award — "Industrial Dispute" within the meaning of Act—Magistrate declining Jurisdiction.*] Objection was taken at the outset that this Court had no jurisdiction to hear and determine this case. . . . Consideration of the statutory provisions leads me to the conclusion that the objection is well founded. Section 131 of the principal Act discussed (Hutchison, S.M.).

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To insert in an award a clause compelling an employee to join a union under penalty.

See PREFERENCE, 2.

To insert provisions discriminating between financial and unfinancial members of a union in dismissing workers.

See PREFERENCE, 5.

2. *Worker working for another Employer on Afternoon or Evening of his Weekly Half-holiday—No Jurisdiction to prohibit.*—WELLINGTON HAIRDRESSERS' ASSISTANTS' AWARD: MEMORANDUM. Vol. xvii, p. 257

See also Vol. xiv, pp. 611 and 725.

MACHINIST.

See FURNITURE TRADE.

MEAT ALLOWANCE.

See BUTCHERS.

NIGHT BAKING—Abolition of Night Baking discussed—Impracticability.

See BAKING TRADE.

OVERTIME.

Boilermaker working all Day and all Night with Interval to allow Boilers to cool down—Rates of Overtime payable.] A boilermaker employed by the United Repairing Company worked from 7.30 a.m. to 5 p.m. on the 24th March. He returned to work on the "Arahura" at 10 p.m. on the same date, and worked on until the end of the following day (25th March). The reason for the break in the continuity of the work between 5 p.m. and 10 p.m. on the 24th March was to allow the boilers to cool down sufficiently to allow the men to work. He was paid ordinary rates for the work done from 7.30 a.m. to 5 p.m. on the 24th March, double-time rates from 10 p.m. on the 24th to 7.30 a.m. on the 25th, and ordinary rates for the remainder.

It was *held* that, upon the facts stated, the worker was entitled to be paid as follows: Ordinary time for the time worked between 7.30 a.m. and 5 p.m. on the 24th March; double time from 10 p.m. on the 24th March to the end of the following day. —*In re* AUCKLAND BOILERMAKERS' AWARD: INTERPRETATION. Vol. xvii, p. 885

War bonus payable on wages, and not on overtime earned in addition to wages.

See WAR BONUS, 2.

OVERTIME-BOOK.

See WAGES AND OVERTIME BOOK.

PRACTICE.

1. *Amalgamation of Industrial Unions — Sections 5, 20, and 23, Industrial Conciliation and Arbitration Act, 1908—Industrial Associations — Constitution — Alteration of Constitution of Industrial Union cannot be effected by a Change of Name.*] (1.) Under section 5 of the Industrial Conciliation and Arbitration Act, 1908, an industrial union of workers must be limited to workers engaged in a particular industry, or in two or more related industries. (2.) Under section 20 of the same Act only such industrial unions can properly amalgamate as are connected with—that is, related to—the same industry. (3.) Under section 23 an industrial association must be confined to industrial unions of a particular industry or of

PRACTICE—*continued.*

related industries. (4.) Industrial associations can only be created by properly constituted unions. (5.) Alteration of the constitution of an industrial union cannot be effected by a mere change of name under section 2 of the Amendment Act of 1910. (6.) The New Zealand Agricultural and Pastoral Workers' Industrial Association of Workers is not a legally constituted association. (7.) The Wellington Agricultural and Pastoral Workers' Industrial Union of Workers, and unions in other districts similarly constituted, are not legally constituted unions. (8.) The defects in the constitution of the above-mentioned association and unions cannot be cured by registration under the Act.—*In re* THE NEW ZEALAND AGRICULTURAL AND PASTORAL WORKERS' INDUSTRIAL ASSOCIATION OF WORKERS (Stringer, J.).

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2. Union registered in one Industrial District formulating Dispute in another Industrial District — No Registered Branch of Union in the Latter District—Rules limiting Activity.

See AWARD, 1.

PREFERENCE.

1. *Form of Preference Clause—Additions to Court's usual Clause not advisable.*— AUCKLAND FISH CURERS AND SMOKERS' AWARD: MEMORANDUM. Vol. xvii, p. 759

2. *Form of Preference Clause—Compulsory Unionism — "Industrial Matters" — Award requiring all Employees to join Union—Non-compliance to constitute Breach of Award—Jurisdiction of Arbitration Court—Industrial Conciliation and Arbitration Act, 1908, section 2, subsection (1).*] A provision in an award of the Court of Arbitration requiring every non-unionist employed in any establishment covered by the award to become and remain a member of the industrial union of workers in the industry concerned, and declaring that failure to do so shall constitute a breach of the award, is *ultra vires*. The Court has no power to compel any person to join a union. Taylor and Oakley *v.* Mr. Justice Edwards (18 N.Z. L.R. 876; 2 G.L.R. 244) discussed. Clancy *v.* Butchers' Shop Employees' Union (1 C. L.R. 181) and Trolly, Draymen, and Carters' Union *v.* Master Carriers' Association (2 C. L.R. 509) approved by Stout, C.J.

Per *Stout, C.J.*—(1.) The "privileges, rights, and duties of employers or workers in any industry" mentioned in the definition of "industrial matters" in section 2 of the Industrial Conciliation and Arbitration Act, 1908, can have nothing to do with matters outside the relationship existing between employer and employee.

(2.) The "status of workers" mentioned in subclause (*b*) of the same definition means status as workers, not as members of any voluntary association.

Per *Edwards* and *Cooper, JJ.*—(1.) Where a statute creates a new jurisdiction in wide general terms, and in the same enactment singles out and makes specific provisions as to matters which are embraced by the general words and declares that these matters come within the jurisdiction given by the general words, the jurisdiction given with respect to each of such matters is of necessity controlled by that given by the provision which deals specially with it. Such matters are not thereby withdrawn from the operation of the general words, but the extent of the jurisdiction thereby given is, as to the matters specially provided for, thereby defined.

(2.) In the definition of "industrial matters" in section 2 of the Act the provisions of subclause (*e*) as to the claims of unionists to be employed in preference to non-unionists show that, despite the preceding words "without limiting the general nature of the above definition," the intention of the Legislature was that the relative claims of unionists and non-unionists as to employment should be regulated under the power given by that subclause alone.

Per *Sim* and *Hosking, JJ.*—The insertion of subclause (*e*) in the definition of "industrial matters" in section 2 of the Act does not limit the scope of the initial part of the definition. The Arbitration Court has therefore power to provide in its award that an employer who requires a unionist to work with a non-unionist commits a breach of the award. Taylor and Oakley *v.* Mr. Justice Edwards (18 N.Z. L.R. 876; 2 G.L.R. 244) applied.

Per *Sim, J.*—The jurisdiction of the Arbitration Court is limited to regulating the business relations between the employers in a particular industry on the one hand and the workers employed by them respectively on the other. The Court is not entitled to deal directly with the relations of employers as between themselves, or with the relations as between themselves of workers, or with the relations between workers and the workers' union.

Per *Hosking, J.*—An unconceded claim that an employer in a particular industry shall not employ workers unless they are or become unionists is an industrial dispute

PREFERENCE—*continued.*

within the jurisdiction of the Arbitration Court; but an award intended to give effect to the claim must do so not by forbidding non-unionists to take employment, but by forbidding the employers to employ them. The Arbitration Court has no power to impose duties on third parties.—MAGNER *v.* GOHNS (INSPECTOR OF AWARDS) (Court of Appeal). Vol. xvii, p. 1006

3. *Form of Preference Clause—Compulsory Unionism—Clause struck out of Recommendations.*] The preference clause of the recommendations was in the form recently held by the Court of Appeal to be invalid, and the Court's usual preference clause has therefore been inserted.—TARANAKI GROCERS' ASSISTANTS' AWARD: MEMORANDUM. Vol. xvii, p. 1358

4. *Form of Preference Clause—Compulsory Unionism.*] This clause is in a form which the Court would not have inserted in the award but for the fact that it was agreed upon by the Conciliation Council.—HAWKE'S BAY PAINTERS AND DECORATORS' AWARD: MEMORANDUM. Vol. xvii, p. 158

See also HASTINGS, ETC., CONTRACTORS' AND GENERAL LABOURERS' AWARD: MEMORANDUM. Vol. xvii, p. 171

See also TARANAKI OPERATIVE BAKERS, ETC., AWARD: MEMORANDUM. Vol. xvii, p. 193

See also POVERTY BAY BAKERS, ETC., AWARD: MEMORANDUM. Vol. xvii, p. 738

See also WELLINGTON PAINTERS' AWARD: MEMORANDUM. Vol. xvii, p. 844

See also WELLINGTON BUTCHERS' AWARD: MEMORANDUM. Vol. xvii, p. 838

5. *Form of Preference Clause—Provision as to Preference of Financial over Unfinancial Members in dismissing Workers struck out—Jurisdiction.*] The Court has struck out from the preference clause a provision that employers should, in dismissing workers, dismiss first those workers who were not financial members of the union. The Court has repeatedly ruled that it has no jurisdiction to insert such provisions in an award.—OTAGO GENERAL LABOURERS, ETC., AWARD (LOCAL BODIES): MEMORANDUM. Vol. xvii, p. 1066

6. *Form of Preference Clause—Unusual Clause inserted at Request of Union and with Consent of Employers—Validity.*] The preference clause is not in the form usually granted by the Court, but as it was in the industrial agreement of the parties which was in force prior to the making of this award the Court has, without expressing any opinion as to its validity, inserted it in this award at the request of the union and with the consent of the employers.—AUCKLAND JOURNALISTS' AWARD: MEMORANDUM. Vol. xvii, p. 1329

PREFERENCE—*continued.*

PRIVATE HOTELS.

Method of determining which Parties should be brought under Award as Proprietors of Private Hotels—Arbitrary Nature of Distinction.—AUCKLAND HOTEL AND RESTAURANT EMPLOYEES' AWARD: MEMORANDUM. Vol. xvii, p. 41

Accumulation of Holidays—Provision for.
See HOLIDAYS, 3.

RECOMMENDATIONS OF CONCILIATION COUNCIL.

1. *Provisions recommended by Conciliation Council not inserted in Award—Undue Interference with Management of Business.*] The Court has not thought proper to insert the restriction as to the work which a smoker attending four or more smokehouses should be called upon to do, as, although recommended by the Conciliation Council, it was objected to by the chief employer, and would, in the opinion of the Court, be an undue interference with the management of the business.—AUCKLAND FISH CURERS AND SMOKERS' AWARD: MEMORANDUM. Vol. xvii, p. 759

2. *Recommendations accepted by Parties—Repudiated by Union with regard to severa Clauses at Hearing before Court—Award made in Terms of Accepted Recommendations.*—WELLINGTON BUTCHERS' AWARD: MEMORANDUM. Vol. xvii, p. 838

SADDLERY TRADE—*Position of Industry discussed—Not an Expanding Industry.*—WELLINGTON DISTRICT SADDLERS' AWARD: MEMORANDUM. Vol. xvii, p. 481

SOLDIERS—Returned Soldiers—Provisions inserted in Boot Operatives' Award enabling Returned Soldiers to be employed at the trade.

See BOOTMAKING TRADE.

STOCK-CATALOGUE WORK.

See EGINEERS, 1, 2, 3.

STRIKE.

1. *Acting in Concert — Workers giving Notice to determine Service—Notices due to Combination of Workers to compel Employers to comply with Demands made by Workers—Strike although no Breach of Contract.*] One of the terms of the award under which the members of the defendant union were working provided that the contracts of service should be determined by at least one week's notice in writing. Pursuant to a combination of the workers, entered into with the knowledge and approval of the defendant union, and with a view to compelling the employers to comply with the demands of the workers for a 10-per-cent. increase in wages, the workers, or a large body of them, gave a week's notice in writing of their intention to determine their contract of service, and at the expiration of the notice they ceased work and were paid off. On an information against the defendant union for instigating an unlawful strike,

Held, convicting the defendant union, That although the notices given by the workers determining their contract of service were given with the object of avoiding a breach of contract, the primary object of the notices was to bring pressure upon the employers in order that the workers' demands might be agreed to, and that, although there had been no breach of contract, there had been a strike. — INSPECTOR OF AWARDS *v.* PETONE WOOLLEN-MILLS INDUSTRIAL UNION OF WORKERS (Riddell, S.M.).
Vol. xvii, p. 776

See also INSPECTOR OF AWARDS *v.* ROSS (Riddell, S.M.).
Vol. xvii, p. 1036

NOTE.—Affirmed on appeal.

2. *Employers not Party to Industrial Agreement—Strike by Workers merely a Breach of Contract and not an Offence under Section 5.*] Defendants, who were wharf labourers and bound by an industrial agreement entered into by their union, were charged with an offence under section 5 of the Amendment Act, 1908, in that each defendant was party to a strike. The defendants were engaged by the Blackball Coal Company (parties to the industrial agreement), acting as agents for Scales and Co., who were not parties to the industrial agreement.

Held, That the acts of the defendants came within the definition of a strike as defined by section 5, but as their employers (Scales and Co.) were not parties to the industrial agreement the defendants were merely guilty of a breach of contract, and

STRIKE—*continued.*

could not be convicted of an offence under section 5. — INSPECTOR OF AWARDS *v.* CONNOR AND OTHERS (Riddell, S.M.).
Vol. xvii, p. 664

SUBURBAN WORK.

1. "*Business Premises*" *of Employer within Meaning of Award—A Question of Fact.*] In order to arrive at a conclusion as to where the "business premises" of an employer are situated for the purposes of the award each case must depend upon its own particular circumstances.

It was *held*, on appeal, That the question was one of fact, and that the finding of the Magistrate was therefore conclusive on the point.—INSPECTOR OF AWARDS *v.* HALL AND SONS (Stringer, J.). Vol. xvii, p. 7

2. *Payment for Travelling-time — Clause agreed on by Parties—Payment for whole Distance without Usual Limitation.*] It is, we think, highly probable that it was not intended to pay travelling-time except for the distance travelled in excess of two miles, as is usually provided in awards dealing with suburban work. The language of the amendment, however, which is that of the parties themselves, admits of no other interpretation than that the whole distance is to be paid for at the specified rate in cases where the work is situate beyond the two-miles limit, and where the option to pay tram fares is not or cannot be taken advantage of.—*In re* WELLINGTON BRICKLAYERS' AWARD AND AMENDMENT: INTERPRETATION. Vol. xvii, p. 1308

3. *Tramway Fares—Clause agreed on by Parties—Travelling-time not payable if Tramway Fares paid once Each Way daily.—In re* WELLINGTON BRICKLAYERS' AWARD AND AMENDMENT: INTERPRETATION.
Vol. xvii, p. 1308

4. *Work distant Eight Miles from Auckland—Worker residing Twenty Miles from Auckland.*] *Question:* An apprentice who lives at Papakura, a distance of twenty miles from Auckland, was employed on a job at Westfield, a distance of eight miles from Auckland on the same line. When working at the latter place he travelled eight miles less than when employed at his employer's workshop. Is he entitled to payment for the time occupied in travelling and travelling-expenses while employed at Westfield; and, if so, to what amount would he be entitled?

Answer: The provisions of the award are not applicable to the special circumstances of such a case as that stated. If, however, the apprentice in question is put to extra

SUBURBAN WORK—*continued.*

expense by reason of his having to go to Westfield he ought in fairness to be reimbursed such extra expense. He is not, however, entitled to be paid for time occupied in travelling to Westfield, as such time is less than would be occupied in travelling to his master's place of business.—*In re* DOMINION PLUMBERS, ETC., AWARD: INTERPRETATION. Vol. xvii, p. 886

TALLYMEN — *Work of—Involving certain Amount of Supervision over Waterside Workers—Greater Responsibility—Reasons for granting Higher Rate of Wages.*] The work of tallymen, although of course much less strenuous than that of the casual workers referred to, is of greater responsibility; and it would, in the opinion of the Court, be an anomaly which would inevitably lead to discontent and unrest if tallymen, who exercise a certain amount of supervision over such casual workers and are therefore in a position of superiority, were not paid a higher rate of wage.—AUCKLAND TALLYMEN'S AWARD: MEMORANDUM. Vol. xvii, p. 1387

TRAMWAY EMPLOYEES—*Allocation of Work in Time allowed for taking Car out of Shed—Employer to determine as it thinks proper.*] *Question:* Can the Board, having relieved the conductors of a duty to put up destination signs and disks on cars during the prescribed ten minutes allowed, impose the said duty upon motormen to be executed within the ten minutes allowed to them?

Answer: There is no definition of the work to be done by motormen or conductors in the ten-minutes time allowed to them respectively for taking the car out of the shed. The allocation of the work to be done within such time is therefore a matter for the Board to determine from time to time as it thinks proper.—*In re* CHRISTCHURCH TRAMWAY EMPLOYEES' AWARD: INTERPRETATION. Vol. xvii, p. 1312

UNION.

Amalgamation of Unions.
See PRACTICE, 1.

Applying for Award outside its own Industrial District.
See AWARD, 1.

Constitution of.
See PRACTICE, 1.

WAGES.

1. *Effect of Agreements in other Industrial Districts—Court not bound to conform to these Rates in fixing Minimum Wages in Industrial Disputes.*] The fact that employers and workers in any district have agreed to a minimum wage is always regarded by the Court as strong evidence that such wage is a fair and reasonable one, and, other things being equal, is frequently adopted by the Court as the minimum wage for the purposes of an award made later in that industry in another industrial district. It cannot, however, in the opinion of the majority of the Court, be accepted as a hard-and-fast rule, for to do so would mean that the rate was determined not by the judgment of the Court as to what was fair and reasonable, but by an agreement of parties in a particular district as a result possibly of purely local considerations. In the present instance the agreement arrived at in Wellington may be due to the fact that, owing to the abnormal demand for workers in consequence of an abundance of local work in the industry, workers have been able to avail themselves of the law of supply and demand and secure better terms for themselves than the conditions in other districts would reasonably permit.—DUNEDIN PAINTERS' AWARD: MEMORANDUM. Vol. xvii, p. 684

2. *Heavy Burdens imposed on Industry as a Result of the War—Increased Taxation and High Prices of Materials—Grounds for refusing any General Increase of Wages.*] After careful consideration a majority of the Court came to the conclusion that, having regard to the fact that heavy burdens have been imposed on this industry as a result of the war, in the shape of increased taxation and the high prices ruling for all classes of materials used by the employers, they could not properly grant any general increase of wages.—OHINEMURI MINES AND BATTERIES EMPLOYEES' AWARD: MEMORANDUM. Vol. xvii, p. 954

See also CANTERBURY DRIVERS' AWARD: MEMORANDUM. Vol. xvii, p. 1120

3. *Painters called upon to do Ship-work of Dirty Character, some of which not Painters' Work—Higher Rate fixed.*] As it appeared by the evidence that journeymen painters are sometimes called upon to do ship-work of a dirty character, some of which is not painters' work, the Court has thought it only fair that painters should receive the higher rate of 1s. 8d. per hour while engaged in work of this character.—AUCKLAND PAINTERS, ETC., AWARD: MEMORANDUM. Vol. xvii, p. 788

Deductions from.
See HOLIDAYS, 1.

WAGES—*continued.*

4. *Dry Wage—Meat Allowance to Butchers working unsatisfactorily.*—NORTHERN DISTRICT (COUNTRY) BUTCHERS' AWARD: MEMORANDUM. Vol. xvii, p. 234

Boot Operatives—Females working Wax-thread Machines.
See BOOTMAKING TRADE, 2.

Females not specifically provided for in Award—Wages of.
See FEMALES.

WAGES AND OVERTIME BOOK — The obligation to keep a wages and overtime book under section 58 of the Industrial Conciliation and Arbitration Act, 1908, is satisfied if it records the names of the workers and the amounts earned by or paid to them for wages and overtime respectively.—BODLEY AND SONS *v.* INSPECTOR OF AWARDS (Supreme Court: Hosking, J.). Vol. xvii, p. 659

WAR—Effect of, on certain Industries.
See WAGES, 2.

WAR BONUS.

1. *Principle upon which Court proceeds in granting War Bonus—Abnormal Conditions discussed—Well-settled Conditions should not be disturbed unless in Special Cases.*] The labourers working in connection with the various industries are usually the lowest-paid class of workers, and the fixing of the minimum wages to be paid to such workers must to some extent govern the wages of the higher classes of workers. The Court therefore did not see its way clear, at a time when the industrial conditions are still in an unsettled state owing to the continuance of the war, to grant any permanent increase in the wages of the workers affected by this and the other awards dealing with labourers, the effect of which upon industries generally it was, under the present abnormal conditions, impossible to foresee. At the same time the Court feels that having regard to the present high cost of living, which is chiefly attributable to the war, the present minimum rate of wages for labourers is insufficient to provide them with a reasonable living-wage, and therefore that at least some temporary assistance should be afforded them. The Court therefore has awarded them an addition to the present minimum rate in the shape of a war bonus equal to 10 per cent. upon such rate, which is to continue until after the expiration of three months from the termination of the

WAR BONUS—*continued.*

war, the Court reserving power to review the position in case the industrial conditions should in the meantime become better or worse. Without committing itself to any definite opinion on the subject, as the circumstances of each particular industry and the effects of the war upon it, prejudicial or beneficial, as the case may be, must necessarily be a determining factor in the matter, the Court suggests that employers generally might well consider whether workers in their employ should not be granted a war bonus on the same lines as that contained in this award.

It is not, in the opinion of the Court, desirable that well-settled conditions should, in the present abnormal circumstances, be disturbed unless in special cases, but if concessions as above indicated were made by employers the Court thinks that this would go far to preserve industrial peace. It appears to the Court that in order to provide workers under present conditions with a reasonable living-wage they should be paid at least 1s. 3d. per hour in the case of hourly wages, and at least £2 12s. per week in the case of weekly servants. — AUCKLAND GENERAL LABOURERS' (BUILDERS' LABOURERS) AWARD: MEMORANDUM. Vol. xvii, p. 130

See also NGAHAURANGA AND PETONE SLAUGHTERMEN'S AWARD: MEMORANDUM. Vol. xvii, p. 966

2. *Whether payable upon Overtime earned in Addition to Wages—Construction of Award.*] *Question:* Messrs. W. and J. Staples and Co., boot-manufacturers, Wellington, have employed certain workers for more than forty-five hours in one week, and paid the bonus on the amount earned in forty-five hours, and not on that amount plus the amount earned for overtime. Does this constitute a breach of the award?

Answer: The intention of the Court must be gathered from the language used in the award itself. To find the rate upon which the overtime rate must be calculated we must look at clause 9 (*a*), which fixes the rate at 1s. 3d. per hour. A bonus is a gratuity—something given in addition to wages, and is not part of such wages. We must therefore hold that no breach of award has been committed in the circumstances stated. — *In re* NEW ZEALAND FEDERATED BOOT TRADE (MALE OPERATIVES) AWARD: INTERPRETATION. Vol. xvii, p. 982

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