WELLINGTON INDUSTRIAL DISTRICT.

(6387.) WELLINGTON INDUSTRIAL DISTRICT ENGINEERS.—ORDER AMENDING 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 the War Legislation and Statute Law Amendment Act, 1918; and in the matter of the Wellington Industrial District Engineers' award dated the 18th day of August, 1920, and recorded in Book of Awards, Vol. xxi, p. 1300; and in the matter of an order amending the said award dated the 6th day of October, 1920.

UPON reading the application of the union party to the said award filed herein on the 6th day of November, 1920, and upon hearing the duly appointed representatives of the said union and of the

employers parties to the said award, this Court, having regard to all the relevant considerations and being of opinion that it is just and equitable to amend the said award, and by virtue and in exercise of the powers conferred by the said Acts and of every other power in that behalf enabling it, doth hereby order that the said award shall be amended in manner following, that is to say—

1. The said order dated the 6th day of October, 1920, is hereby cancelled, and the following order substituted therefor.

2. Clause 2 of the said award shall be deleted, and the following provisions substituted therefor :—

"2. (*a*.) The minimum wage for engineers and other journeymen of the classes hereinafter specified shall be 2s. per hour.

"(*b*.) Oxy-acetylene and electric welders shall receive 1s. per day extra on the above rates.

"(*c*.) The minimum rates above prescribed shall be increased by a bonus of 3¾d. per hour unless and until the Court shall otherwise order."

3. The following additional subclauses shall be added to clause 15 of the said award :—

"(*l*.) All apprentices at present employed in any shop or factory of any employer bound by this award shall be paid the minimum rates prescribed for apprentices in subclause (*a*) of this clause.

"(*m*.) The minimum rates above prescribed for apprentices shall be increased by a bonus of 1s. per week unless and until the Court shall otherwise order."

4. Clause 16 of the said award shall be deleted, and the following provisions substituted therefor :—

"16. An apprentice after serving his apprenticeship may be employed as an improver at the rate of not less than 1s. 7½d., plus 3¾d. bonus, per hour for one year after the expiration of his apprenticeship."

5. This order shall operate and take effect as from the 1st day of November, 1920.

Dated this 18th day of December, 1920.

T. W. STRINGER, Judge.

MEMORANDUM.

It was contended by the representative of the union that as the engineers in this district had neither applied for nor received the January bonus of 1d. per hour, nor the May bonus of 1½d. per hour, they were now entitled to be granted the full bonus of 7s., without deduction, and in that respect to be placed on a different footing to other skilled trades, the workers in which had received both or either of the January and May bonuses.

It is literally true that the engineers in this industrial district did not apply to the Court for the bonuses in question, and did not receive the bonuses *as such*. It is clear, however, that in fact

they did receive from their employers more than an equivalent for these bonuses. In July, 1919, the Court made an amendment of the then existing award for Wellington engineers, fixing the rates of wages for engineers and journeymen at 1s. 7½d. per hour, with a bonus of 2½d. per hour, and in due course all engineers and journeymen throughout the Dominion were placed upon the same footing. If the award before mentioned had remained in force up to the present time, and the Wellington engineers had received only such increases as were represented by the various bonuses granted by the Court since the amendment of July, 1919, they would now be receiving the following amounts: Basic wage and bonus as fixed by amending order, 1s. 7½d. per hour, plus 2½d. per hour bonus, plus January bonus 1d., plus May bonus 1½d.—total, 2s. 0½d. per hour.

In August, 1920, however, the Court made a new award for the Wellington District engineers, by which the basic wage of engineers and journeymen was increased to 2s. per hour with a bonus of 3d. per hour, totalling 2s. 3d. per hour, and these wages were made to operate retrospectively as from the 16th day of April, 1920. This award was based on the recommendations of the Conciliation Council, which had been convened for the purpose of considering proposals for a new award. The fact that the Wellington engineers did not apply for the January bonus is probably explainable by the circumstance that skilled labour was greatly in demand, and consequently the workers were able to secure rates of pay so high that it was not necessary to make any application to the Court for a bonus.

If the argument of the union were sound, then, even if the rates conceded by the employers during the bonus period had been as high as 3s. an hour, they would still be entitled to the full amount of the latest bonus, because they did not need, and therefore did not apply to the Court for, the January and May bonuses. To argue that employers who voluntarily conceded to their workers increases in wages which more than compensated them for the increased cost of living, and which therefore rendered it unnecessary, and indeed improper, for such workers to apply to the Court for a cost-of-living bonus, should be treated as if they had granted no such increase, is too absurd for serious consideration.

The majority of the Court see no reason, therefore, why the skilled workers in the engineering trade should now be placed on any better footing as regards the present bonus than skilled workers in other trades. The rate of wages being actually paid to workers in any industry is always a relevant consideration as to whether or not an award should be amended by granting a bonus to meet the increased cost of living. The bonus in the present case is therefore limited to ¾d. per hour, as in other skilled trades. Mr. McCullough disagrees with this decision, and a statement of his views is appended hereto.

T. W. STRINGER, Judge.

VIEWS OF MR. J. A. MCCULLOUGH.

In this case I desire to record my dissent from the decision to grant only a 5s. bonus. The case is typical of several others where no application was made to the Court for what is known as the January bonus of 4s., consequently it was not awarded. I have not been able to accept the reasoning by which the present November bonus of 7s. was reduced to 3s., but the following is the explanation given in the decision of the 13th instant: "The correct amount of the additional bonus, calculated on our intended basis, is, as before stated, 5s. per week, but, taking into consideration the fact that from the 1st January to the 31st October, 1920, the workers were receiving 2s. per week in excess of the correct amount for that period, it is, I think, fair and reasonable that the overpayment should be adjusted by reducing any new bonus by a similar amount for a period of six months, when a fresh adjustment will be made, and the restoration of the 2s. will be given effect to on such adjustment." As stated above, I am unable to follow the process that reduced 7s. per week to 3s. per week. Some reason, I admit, might be adduced for a reduction from 7s. to 5s. Being unable to understand, I am therefore unwilling to be associated with, or agree to, a proposal that deducts from a body of workmen a sum of 2s. per week for six months—or, indeed, for any period during which they neither received or applied for a bonus. I therefore take the only course open to me, of declining to be associated in any way with such decision.