

(8394.) OTAGO AND SOUTHLAND WICKER WORKERS.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland 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 Dunedin Federated Furniture Trades (Wickerworkers' Section) Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

- Britannia Pram Company, 92 St. Andrew Street, Dunedin.
Butterfield, A., Basketmaker, Ribble Street, Oamaru.
Cayford, J., Furniture-dealer, Thames Street, Oamaru.
Faulkner, J. and W., Engineers, &c., 116 Castle Street, Dunedin.
Herrich, G. W., and Co., Seagrass-furniture Makers, 219 Cumberland Street, Dunedin.
Hoare, T., Basketmaker, 28 Atkinson Street, South Dunedin.
Kitto, J. H., Wickerworker, 106 Bowmont Street, Invercargill.
Mann, A. E., Wickerworker, 22 Melbourne Street, North Invercargill.
Meek, T., and Co., Go-cart Makers, 42 St. Andrew Street, Dunedin.
Nichols, J. A., and Co., Wickerworkers, 193 Elles Road, North Invercargill.
Oxley Seagrass Co. (A. H. Carrington), 204 Princes Street, Dunedin.
Pitcher, L. and Co., Seagrass Workers, 6 Castle Street, Dunedin.
Silver, G. A., Basketmakers, 48 St. David Street, Dunedin.

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 employers as were represented either in person or by their representatives duly appointed and having also heard the witnesses called and examined and cross

examined by and on behalf of the said parties respectively, doth hereby order and award :—

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 schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon 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 this award ; 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 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 a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided, and shall continue in force until the 9th day of October, 1927, and thereafter as provided by subsection (1) (d) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand this 20th day of October, 1925.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. Forty-four hours shall constitute a week's work. Work shall be performed between the hours of 7.30 a.m. and 5 p.m. on five days of the week, and between 7.30 a.m. and 12 noon on the day of the weekly half-holiday.

Wages.

2. The minimum wage to be paid to journeymen wicker and/or seagrass workers shall be 2s. 3d. per hour.

Apprentices.

3. Apprentices may be employed on such conditions as may be prescribed by an order of the Court under the Apprentices Act, 1923.

Employment of Boys.

4. (a.) Boys (other than apprentices) may be allowed to do scrolls, plugging and mottling in bamboo-work, binding and plaiting

in rattan-work, seagrass and rush, singeing and picking in basket-ware and wickerware; but these boys shall not be allowed to engage in any other work pertaining to the trade.

(b.) The minimum rates of wages payable to workers employed on work as above specified shall be: For the first six months, 17s. 6d. per week; for the second six months, £1 2s. 6d. per week; for the third six months, £1 7s. 6d. per week; for the fourth six months, £1 15s. per week; for the fifth six months, £2 2s. 6d. per week.

Overtime.

5. All time worked in excess of the hours specified in clause 1 shall be deemed to be overtime, and shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

Piecework.

6. Piecework shall be permitted at such rates that any worker employed on piecework shall be enabled to earn not less than 10 per cent. more than such worker would receive if employed on hourly wages, such piecework rates to be mutually agreed upon between the employer and the worker concerned.

Contractors.

7. No employee shall be a contractor whilst working for an employer.

Place of Work.

8. All work done by an employee shall be performed in the factory of the employer.

Broken Time.

9. (a.) Nothing herein contained shall restrict the right of the employer, if the slackness or exigency of his trade render it necessary, to require any section of workers employed on any particular class of work to work for a part only of any day, but a part of a day shall not be less than four hours. Each employer shall notify the worker of any lost time at least twenty-four hours before the day on which such lost time commences.

(b.) Any worker desirous of being absent from his employment shall notify his employer the day preceding that on which he desires to be absent.

Payment of Wages.

10. All wages shall be paid within five minutes of ceasing work on the regular pay-day.

Termination of Employment.

11. One week's notice of the termination of the service of the worker shall be given by the employer to the worker or by the worker

to the employer, but nothing in this clause shall prevent an employer from summarily dismissing any worker for misconduct.

Holidays.

12. The following shall be the recognized holidays: New Year's Day, 2nd January, Good Friday, Easter Monday, Labour Day, Sovereign's Birthday, Christmas Day, and Boxing Day. These shall be given without payment. Work done on Christmas Day, Good Friday, or Labour Day shall be paid for at the rate of double time, and other holidays time and a half.

Preference.

13. (a.) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within fourteen days after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 1s. per week, and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being more than three months in arrear, without reasonable excuse, in his contributions to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his contributions, and £1 for misconduct at a meeting of the union.

Under-rate Workers.

14. (a.) Any worker who considers himself 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 the 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 that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall

think fit to consider after hearing such evidence and arguments 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 him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person 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 think fit.

(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 every 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 such wage is fixed.

Exemptions.

15. This award shall not apply to the manufacture of toys not exceeding a value of 15s. each (wholesale price), or to the manufacture of ladies' hand-baskets.

Scope of Award.

16. This award shall operate throughout the Otago and Southland Industrial District.

Term of Award.

17. This award in so far as it relates to wages shall be deemed to have come into force on the 9th day of October, 1925, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 9th day of October, 1927.

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 20th day of October, 1925.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

This award embodies, without alteration, the recommendations of the Conciliation Council, which the parties agreed to accept.

F. V. FRAZER, Judge.