

(8141.) NORTHERN INDUSTRIAL DISTRICT LEADLIGHT WORKERS—
AWARD.

In the Court of Arbitration of New Zealand, Northern 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 Auckland Painters, Decorators, and Leadlight Workers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Herbert Bros., Bank Street, Auckland.

Hill and Plummer, Queen Street, Auckland.

Phillips and Impey (Limited), Queen Street, Auckland.

Smith and Smith, Albert Street, Auckland.

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 30th day of September, 1926, 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 23rd day of April, 1925.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. (a.) A full week's work shall consist of forty-four hours, which shall be worked Monday to Friday inclusive, between the hours of 8 a.m. and 5 p.m., and on Saturday between 8 a.m. and 12 noon.

(b.) An employer may agree with his workers to allow of working forty-four hours in five days and in such case no work shall be done on Saturday, in which case the above hours for commencing and finishing work shall not apply.

Wages.

2. (a.) All journeymen working as lead-glaziers and plate-glass cutters shall be paid not less than 2s. 2d. per hour.

(b.) Cementers shall be paid a weekly wage of not less than £4 per week.

Youths.

3. (a.) Youths may be employed in any factory or workshop as cementers or at other work, but not at lead-glazing or glass-cutting, at the following minimum rates:—

	Per Week.		
	£	s.	d.
Under seventeen years of age	1	5	0
From seventeen to eighteen years of age	1	10	0
From eighteen to nineteen years of age	1	15	0
From nineteen to twenty years of age	2	0	0

And thereafter the wages prescribed for cementers.

(b.) Not more than two youths may be employed under this clause in any factory or workshop: Provided that no youth shall be engaged unless at least one adult cementer is employed.

Payment of Wages.

4. (a.) Wages shall be paid weekly.

(b.) No deduction shall be made from the weekly wages specified herein except for time lost through the worker's sickness or default or his absence from work through no fault of the employer.

Written Notice.

5. In the case of employees employed on weekly wages not less than forty-eight hours' written notice shall be given by either party of the termination of the employment: Provided that nothing in this clause shall prevent an employer from summarily dismissing any worker for wilful misconduct.

Overtime and Holidays.

6. (a.) All time worked outside and in excess of the hours mentioned in clause 1 hereof shall be considered overtime, and shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b.) For time worked on Sundays, Christmas Day, Boxing Day, New Year's Day, Labour Day, and Sovereign's Birthday double time shall be paid.

Matters not provided for.

7. Any disputes in connection with any matters not provided for by this award shall be settled by the particular employer concerned and the president or secretary of the union, and in default of any agreement being arrived at then such dispute shall be referred to the Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Conciliation Commissioner, may appeal to the Court upon a written notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

Under-rate Workers.

8. (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 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 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 Factories 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.

Preference.

9. (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 seven 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 this 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.

(c.) Whenever an employer shall employ a worker who is not a member of the union, he shall within three days thereafter give notice in writing of such employment to the secretary of the union.

Scope of Award.

10. This award shall operate throughout the Northern Industrial District.

Term of Award.

11. This award in so far as it relates to wages shall be deemed to have come into force on the 2nd day of February 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 30th day of September, 1926.

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 23rd day of April, 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.

[L.S.]

F. V. FRAZER, Judge.
