

(10966.) CANTERBURY LEADLIGHT AND GLASS WORKERS.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Christchurch Leadlight and Glass Workers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

*Christchurch.*

Bradley Bros., Ltd., corner of Peterborough and Colombo Streets, C. 1.

Butcher, C. F., 86 Edgeware Road, St. Albans, N. 1.

Crystal Mirror and Glass Co., 563 Colombo Street, C. 1.

Dominion Mirror and Glass Co., Ltd., 213 Durham Street, C. 1.

Gapes, T., and Co., 83 Victoria Street, C. 1.

Hurst and Drake, Ltd., 22 Ferry Road, C. 1.

Lees, Andrew, and Co., Ltd., 202 Madras Street, C. 1.

Rose, Louis, and Co., Ltd., corner of Lower High Street and Fitzgerald Avenue, C. 1.

Rundle, R., 610 Barbadoes Street, St. Albans, N. 1.

Smith and Smith, Ltd., 213 Tuam Street, C. 1.

Tingey, R. and E., Ltd., 154 Tuam Street, C. 1.

Vincent and Shilstone, 98 Falsgrave Street, S. 1.

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 31st day of October, 1936, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

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 13th day of December, 1935.

[L.S.]

E. PAGE, Judge.

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SCHEDULE.

*Hours of Work.*

1. Forty-four hours shall constitute a week's work, eight hours on five days of the week and four hours on the day of the weekly half-holiday. Time shall be worked between the

hours of 7.30 a.m. and 5.30 p.m. on five days of the week and between 7.30 a.m. and 12.30 p.m. on the day of the weekly half-holiday, but on special occasions an employer may agree with his workers to alter the hour for commencing work. The daily hours shall be worked continuously with an interval of at least thirty minutes for a meal on days other than the day of the half-holiday.

#### *Wages.*

2. (a) All journeymen working as lead-glaziers and hand bevellers shall be paid not less than 1s. 11d. per hour (hand bevelling shall consist of roughing, smoothing, pumicing, and rouging). Silverers, polishers, leadlight-cementers, plate-glass cutters (cutting other than for glazing purposes) and the machine bevellers shall be paid not less than 1s. 8d. per hour.

(b) Wages shall be paid weekly on Friday or Saturday, on the premises of the employer, and within five minutes of work ceasing.

#### *Youths.*

3. (a) Youths may be employed in any factory or workshop at any work other than lead-glazing and hand bevelling at the following rates of pay:—

	Per Week.		
	£	s.	d.
First year . . . . .	0	15	0
Second year . . . . .	1	0	0
Third year . . . . .	1	7	6
Fourth year . . . . .	1	15	0

(b) Not more than two youths may be employed under this clause in any factory or workshop.

(c) No deduction shall be made from the weekly wages specified herein except for time lost through the worker's sickness, accident, or default, or for time lost at a worker's own request, or through no fault of the employer.

#### *Overtime.*

4. All time worked in excess of the hours mentioned in clause 1 shall be considered overtime, and shall be paid for at the rate of time and a quarter for the first three hours and time and a half thereafter.

#### *Holidays.*

5. Double time shall be paid for work done on Sundays, Christmas Day, Good Friday, or Anzac Day, and time and a half for work done on Boxing Day, New Year's Day, Easter Monday, Labour Day, or the Sovereign's Birthday.

*Termination of Engagement.*

6. Except in the case of youths, one hour's notice of dismissal or termination of employment shall be given by either side.

*General Provisions.*

7. (a) For work performed outside the employer's workshop all travelling-expenses shall be paid by the employer. Time occupied in travelling shall be paid for at ordinary rates, but no worker shall be paid more than an ordinary day's wages for any day occupied by him in travelling, although the hours occupied by him may exceed eight. Where a worker is employed at such distance that he is unable to return to his home at night, suitable board and lodging shall be provided at the employer's expense.

(b) Employees who are required by their employers to use their own bicycles during the course of their work shall be paid 6d. a day for each day on which they use the same.

(c) No contract work shall be permitted on the premises of any party to this award unless such work is paid for at not less than the wages prescribed by this award.

(d) A standard first-aid outfit shall be provided in all factories.

(e) Facilities for workers to wash their hands at lunch-time and at knocking-off time shall be provided in each factory.

(f) Employers shall allow meal-money at the rate of 1s. 3d. per meal when workers are called upon to work overtime after 6 p.m. or after 1 p.m. on the day of the weekly half-holiday, provided that such workers cannot reasonably get home to their meals and provided that they have not been notified prior to leaving work on the previous day.

*Preference.*

8. (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. The provisions of this subclause relating to the dismissal of workers shall apply, with equal effect to any

worker coming within the scope of this award engaged since the 9th day of March, 1934, but before the coming into force of this award, who is not a member of the union during the currency of this award.

(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, 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.*

9. (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 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.

*Matters not provided for.*

10. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president 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 Commissioner, may appeal to the Court upon giving 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.

*Scope of Award.*

11. This award shall operate throughout the Canterbury Industrial District.

*Term of Award.*

12. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of November, 1935, 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 31st day of October, 1936.

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 13th day of December, 1935.

[L.S.]

E. PAGE, Judge.

MEMORANDUM.

The only matter referred to the Court related to under-rate workers. In other respects the award embodies the recommendations of the Conciliation Council, which the parties agreed to accept.

E. PAGE, Judge.