

(11177.) WELLINGTON GATE, FENCE, AND WIRE WORKERS.—
INDUSTRIAL AGREEMENT.

THIS industrial agreement is made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 5th day of August, 1936, between the Wellington Labourers' and Related Trades Industrial Union of Workers (hereinafter called "the union"), of the one part, and Foglia and Copp, Wire-workers, 82 Vivian Street, Wellington, and H. G. Good, Wire-worker, 191 Willis Street, Wellington (hereinafter called "the employers"), of the other part, whereby it is mutually agreed by and between the parties hereto as follows:—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the said parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

3. This agreement shall continue in force from the day of the date hereof, and thereafter continue in force until superseded by another agreement or by an award made under the provisions of the said Act.

In witness hereof the parties hereto have executed these presents the day and the year first before written.

SCHEDULE.

Hours of Work.

1. The hours of work shall be forty per week; eight hours daily, between the hours of 7.30 a.m. and 5 p.m. on five days of the week from Monday to Friday inclusive.

Wages.

2. The following shall be the minimum rates of wages:—

				Per Week.		
				£	s.	d.
Foremen	..	..	..	6	0	0
First-class wire-worker	..	..	..	5	0	0
Machine-operator	..	..	..	4	10	0
Other adult workers	..	..	..	4	7	6

Overtime.

3. All work done outside of or in excess of the hours prescribed in clause 1 hereof shall be considered overtime, and shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

Meal Allowance.

4. (a) No worker shall work for a longer period than five hours without a break of at least forty-five minutes for a meal.

(b) Where workers are called upon to work overtime on any day, and have not been notified by the employer on the previous day that they are required to do so, 1s. 6d. shall be allowed to such workers for meal-money.

Statutory Holidays.

5. The following holidays shall be observed, and shall be paid for as if worked: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Sovereign's Birthday. Should any worker be required to work on these days, he shall be paid double time additional to the day's wages.

Annual Leave.

6. Establishment shall close for the intervening days between Christmas and New Year's Day, both days inclusive; workers shall be paid for the intervening days in addition to the statutory holidays.

Accidents.

7. A modern first-aid emergency case, fully equipped, shall be provided by the employer in a convenient and accessible place.

Termination of Engagement.

8. The employer shall give a worker one week's notice, or one week's pay in lieu thereof, prior to his dismissal. Any worker about to leave his employment shall give the employer one week's notice, or forfeit in lieu thereof one week's pay, to be deducted from the wages due to him. In the event of any worker being dismissed, all wages due to him shall be paid immediately. Any worker leaving his employment shall be paid the wages due to him within twenty-four hours.

Tools.

9. All tools shall be supplied by the employers.

Apprentices or Youths.

10. Apprentices or youths shall be employed in the proportion of not more than one to every three adult workers.

Under-rate Workers.

11. Any worker who considers himself incapable of earning the minimum wage fixed by the agreement may be paid such lower wage as may from time to time be fixed, on the application of the worker in accordance with the Industrial Conciliation and Arbitration Act.

Disputes.

12. The essence of this agreement being that the work of the employers shall not on any account whatsoever be impeded, but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith, and not dealt with in this agreement, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon, or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right of appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

Preference.

13. Provided the union and all members thereof employed by the company abide by the conditions laid down herein, it is agreed that all workers shall be members of the Wellington Labourers' and Related Trades Industrial Union of Workers, and shall remain financial members of such union during the currency of their employment.

Term of Agreement.

14. This agreement shall come into force on the 8th day of August, 1936, in respect to the matter of wages and other conditions contained herein, except in regard to the weekly hours of forty, which shall come into operation on the 1st day of September, 1936. The agreement shall continue in force until the 8th day of February, 1937.

The common seal of the union as affixed hereto this 5th day of August, 1936.

[L.S.]

M. O'GRADY, President.

P. M. BUTLER, Secretary.

E. C. COPP,

On behalf of Foglia and Copp, Wellington.

S. GOOD,

On behalf of H. G. Good, Wellington.

Witness—C. Brice.

CONCURRENCE IN ABOVE AGREEMENT.

A notice of concurrence in the industrial agreement dated 5th August, 1936, made between the Wellington Labourers' and Related Trades Industrial Union of Workers and Foglia and Copp, Wellington, and H. G. Good, Wellington, was filed with the Clerk of Awards, Wellington, by F. G. Ullrich, of the New Zealand Gate and Fence Works, 65 Jackson Street, Petone, on the 18th day of August, 1936, such notice being dated the 17th day of August, 1936.

C. MASON, Clerk of Awards.

18th August, 1936.

(11382.) WELLINGTON **WIREWORKERS**.—APPLICATION TO DECLARE INDUSTRIAL AGREEMENT AN AWARD.

In the Court of Arbitration of New Zealand.—Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an application to declare the Wellington Wireworkers' industrial agreement to be an award. Mr. *P. M. Butler* for the union; Mr. *W. J. Mountjoy* for the employers; Mr. *A. W. Nisbet* to oppose.

JUDGMENT OF THE COURT, DELIVERED BY PAGE, J.

THIS is an application for an order under section 33 of the Industrial Conciliation and Arbitration Act, 1925, declaring to

be an award a certain agreement, dated the 8th day of August, 1936, made between the Wellington Labourers and Related Trades Industrial Union of Workers, of the one part, and certain employers, described as wireworkers, of the other part.

Objection is made that the agreement cannot validly be declared to be an award for the reasons—

- (1) That it contains a provision in conflict with the Factories Amendment Act, 1936; and
- (2) That it is made by a union of labourers whose membership rules do not cover wireworkers.

The preference clause is also one that does not appear to follow the statute.

We think that the first of these objections must be sustained.

Section 3 of the Factories Amendment Act, 1936, provides that no worker shall be employed in a factory for more than $4\frac{1}{2}$ hours continuously without an interval for a meal.

The agreement professes to extend that period to 5 hours. For this reason we must refuse the application to declare the agreement to be an award.

Dated this 15th day of December, 1936.

[L.S.]

E. PAGE, Judge.