

(11341.) WELLINGTON INDUSTRIAL DISTRICT CANVAS-WORKERS.—
AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Wellington Saddlers, Bridle-makers, Leather-bag Makers, and Canvas-workers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned union, persons, firms, and companies (hereinafter called "the employers") :—

Briscoe, Mills, and Co., Ltd., Wellington.

Donkin, H. H., and Co., Tent-manufacturers, 39 Bond Street, Wellington.

Eade and Co., Ltd., Wanganui.

Hawke's Bay Farmers, Ltd., Waipukurau.

Hutchison, Wilson, and Co., Ltd., Lower Cuba Street, Wellington.

Land and Highways and Co., Heretaunga Street, Hastings.

McCaskey, J. J., and Son, off Abel Smith Street, Wellington.

Manawatu Canvas Co., Ltd., Rangitikei Street, Palmerston North.

Moir, T., Saddler and Canvas Goods Maker, Dannevirke.

Piper and Son, Tent-makers, Budy Street, Napier.

Reid, F. G., and Co., Saddlers, Petone and Wellington.

Wellington Patent Slip Co., Ltd., Evans Bay, Wellington.

Wellington Sail, Tent, and Canvas Goods Manufacturers' Industrial Union of Employers, Wellington.

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 from the 21st day of December, 1936, and shall continue in force until the 21st day of December, 1937, 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 21st day of December, 1936.

[L.S.]

E. PAGE, Judge.

SCHEDULE.

Hours of Work.

1. (a) Forty hours shall constitute a week's work, and eight hours in any day shall constitute a day's work. The daily hours to be worked shall be from 8 a.m. to 5 p.m. from Monday to Friday inclusive.

(b) The hours of work for workers engaged on ship-repair work shall be forty-four per week, to be worked from 8 a.m. to 5 p.m. each day from Monday to Friday inclusive, and from 8 a.m. to noon on Saturday.

(c) If a worker is employed for portion of the week on work other than ship-repair work and for portion of the same week on ship-repair work, his hours of work for that week shall be forty, but Saturday work from 8 a.m. to noon on ship-repair work will be permitted in such week provided that the forty hours is not thereby exceeded.

Classes of Workers.

2. (a) The following classes of workers shall be recognized: Tent-makers, tarpaulin-makers, cow- and horse-cover makers, sail-makers, and any other class of worker recognized and related to the aforementioned trades.

(b) The classification of work shall be journeymen, journeywomen, apprentices, and female machinists, and any other class the trade may require.

Wages.

3. (a) Journeymen (including heavy-canvas machinists) and sail-makers), 2s. 7½d. per hour.

(b) Journeywomen, £2 5s. per week.

(c) Juniors (both male and female), commencing rate £1 per week, with six-monthly increments of 4s. until after the completion of three years' service; thereafter £2 5s. per week.

Overtime.

4. All overtime worked in excess of the hours prescribed in clause 1 hereof shall count as overtime and shall be paid for at the rate of time and a half, provided that all work done up to and including half an hour shall be deemed half an hour for the purpose of computing overtime payable, and all work done for any period exceeding half an hour and up to one hour shall count as one hour in the computation of overtime: Provided that a minimum payment of 1s. 6d. shall be made for any overtime worked.

Holidays.

5. (a) The following holidays shall be allowed without deduction from wages: A whole holiday on every Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, and birthday of reigning Sovereign.

(b) Time worked on any of the above-named holidays or on Sundays shall be paid for at twice the ordinary rate.

(c) Payment of wages for the said holidays shall be made to all persons who have been employed in the factory:—

(i) In the case of Christmas Day, Boxing Day, New Year's Day, Good Friday, or Easter Monday, at any time during the fortnight ending on the day on which the holiday occurs.

(ii) In the case of any other whole holiday, for at least four days during the week ending on the day on which the holiday occurs.

Work elsewhere than in the Factory.

6. No work shall be done outside a factory except as provided for in section 11 of the Factories Amendment Act, 1936.

Meal-allowance.

7. When overtime is worked all employees shall receive a meal-allowance of 1s. 6d., except where twenty-four hours' notice of intention to work such overtime has been given.

Workers to be Members of Union.

8. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award:

Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join 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.

Right of Entry upon Premises.

10. Every employer bound by this award shall permit the secretary of the union of workers to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Scope of Award.

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

Term of Award.

12. This award shall come into force on the 21st day of December, 1936, and shall continue in force until the 21st day of December, 1937.

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 21st day of December, 1936.

[L.S.]

E. PAGE, Judge.

MEMORANDUM.

The only matter referred to the Court related to ship-repair work.

Mr. Monteith is not in agreement with the provision regarding ship-repair work, and considers that there was no evidence that such a concession has in fact been used since 1st September last, or is needful.

E. PAGE, Judge.