

NORTHERN, WELLINGTON, CANTERBURY, AND OTAGO AND SOUTHLAND **WICKER-WORKERS.**—AWARD.

In the Court of Arbitration of New Zealand, Northern, Wellington, Canterbury, and Otago and Southland Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the New Zealand Federated Furniture Trade Industrial Association of Workers (hereinafter called "the union") and the under-mentioned persons, firms, and companies (hereinafter called "the employers") :—

NORTHERN INDUSTRIAL DISTRICT.

- Cole, W. T., Basket-maker, 21 New North Road, Auckland, C. 3.
 Douglas, H. A., Seagrass-worker, West Coast Road, Glen Eden, Auckland.
 Haekins and Lauden, Seagrass-workers, 36 Ward Street, Hamilton.
 Jubilee Institute for the Blind, Wicker-workers, 249 Parnell Road, Auckland, S.E. 1.
 Kearney, H., Seagrass-worker, 147A Symonds Street, Auckland, C. 3.
 Kerler, G., and Co., Wicker-workers, 477 Karangahape Road, Auckland, C. 2.
 Reed Loom Co., Ltd., 19 Rautangi Road, Auckland, S. 1.
 Thompson, W. A., and Co., Wickerware-manufacturers, Wakefield Street, Auckland.
 Wood, R., Basket-maker, Swanson, Auckland.

WELLINGTON INDUSTRIAL DISTRICT.

- Bryant, C., Wicker-worker, Wellington Street, Feilding.
 Grover and Whitehead, Wicker-workers, Cuba Street, Palmerston North.
 Hewson, B., Wicker-worker, Main Street East, Palmerston North.
 Kench, B., Wicker-worker, 203 The Avenue, Wanganui.
 Larsen, N. J., Seagrass-worker, Queen's Road, Lower Hutt.
 Moore, B., Ferguson Street, Palmerston North.
 Myers, S. J., and Son, Seagrass-workers, High Street, Carterton.
 N.Z. Missionary College, Seagrass-workers, Longburn.
 Perkins and Co., Seagrass-workers, Douglas Street, Wellington, S. 1.
 Piper, F. W., Wicker-worker, Church Street, Palmerston North.
 Powell, B., Seagrass-worker, Rangitikei Street, Palmerston North.
 Salisbury and Son, Seagrass-workers, 218 Adelaide Road, Wellington, S. 1.
 Sayer, W. R., Pram-maker, Main Street, Palmerston North.
 Scott, H., Perambulator-manufacturer, Terrace Street, Palmerston North.
 Stannard, A. C., Basket-maker, 65 Dixon Street, Wellington, C. 1.
 Stewart Prams, Ltd., Seagrass-workers, Victoria Street, Petone.
 Weine, F. O., Wicker-worker, 107 Constable Street, Wellington, S. 1.
 White, W., Wicker-worker, Dickens Street, Napier.

CANTERBURY INDUSTRIAL DISTRICT.

- Burson, Henry, and Sons, Wicker-workers, Barbadoes Street, Christchurch.
 Costley, J. J., Wicker-worker, 665 Worcester Street, Linwood, Christchurch.

- Kelly, W. E., Wicker-worker, 20 Victoria Street, Christchurch, C. 1.
 Mills, J., Wicker-worker, 10 Ferry Road, Christchurch, C. 1.
 Wiley, F., Wicker-worker, 250 Brougham Street, Sydenham, Christchurch, S. 1.
 Williamson, C. J., Pram-maker, Colombo Street, Christchurch, C. 1.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT.

- Britannia Pram Co., 180 St. Andrew Street, Dunedin, C. 1.
 Butterfield, A., Wicker-worker, Ribble Street, Oamaru.
 Herrich, G. W., and Co., Wicker-workers, 283 George Street, Dunedin, C. 1.
 Hoare, T., and Sons, Ltd., Wicker-workers, 467 Prince's Street, Dunedin, C. 1.
 Hogg and Co., Frederick Street, Dunedin, C. 1.
 Mann, A. E., Wicker-worker, Melbourne Road, Invercargill.
 Meek, T., and Co., Go-cart Makers, &c., 42 St. Andrew Street, Dunedin, C. 1.
 Nichols, J. A., and Co., Wicker-workers, 193 Elles Road, Invercargill.
 Oxley Seagrass Manufacturing Co., 563 Prince's Street, Dunedin, C. 2.
 Pitcher, L., and Co., Wicker-workers, 8 Castle Street, Dunedin, C. 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 March, 1938, 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 6th day of April, 1937.

[L.S.]

E. H. NORTHCROFT, Judge.

SCHEDULE.

Hours of Work.

1. (a) Forty hours shall constitute a week's work, to be worked between the hours of 7.45 a.m. and 5 p.m. on Monday to Friday, both days inclusive.

(b) Not less than forty-five minutes shall be allowed for lunch.

Wages.

2. The minimum wage to be paid to journeymen, wicker, willow, seagrass, cane, composition, fibre (hand and machine), and basketware workers of every description shall be 2s. 5 $\frac{3}{4}$ d. per hour.

Overtime.

3. (a) All time worked in any one day outside or in excess of the hours provided in clause 1 hereof 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.

(b) Work done on Saturday morning shall be paid for at the rate of time and a half for the first four hours and double time thereafter: Provided that all work done after 12 noon on Saturday shall be paid for at double time rates.

Holidays.

4. (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 the 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.

(d) For work done in the Northern Industrial District on Anniversary Day double time shall be paid.

Classes of Workers.

5. Three classes of workers shall be recognized — viz., journeymen, apprentices, and under-rate workers.

Meal-money.

6. Employees shall be allowed meal-money at the rate of 1s. 6d. per meal when they are called upon to work overtime after 5 p.m., provided that they cannot reasonably get home to their meals, and provided, also, that they were not notified the previous day.

General Conditions.

7. (a) All work coming within the scope of this award done by an employee shall be performed in the factory of the employer.

(b) Piecework shall be prohibited.

(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 in this award.

(d) A first-aid medical outfit shall be provided and maintained by the employer, and shall be kept in a convenient and accessible place for use in case of accident.

(e) Notice of closing down for the Christmas holidays shall be posted in a conspicuous place at least three days before the holidays.

(f) Employers shall provide and keep in order facilities for boiling water at meal times.

Contractors.

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

Termination of Employment.

9. One hour's notice of the termination of the employment shall be given the employee by the employer, or by the employee to the employer.

Access to Workshops.

10. The secretary or other authorized officer of the union of workers shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled 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.

Exemptions.

11. During the currency of this award the provisions contained herein shall not apply to the manufacture of ladies' hand baskets and ladies' small table work-baskets.

Under-rate Workers.

12. (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.

(f) Not more than one under-rate worker shall be employed for every three or fraction of the first three journeymen employed in any workshop.

Workers to be Members of Union.

13. (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.)

Scope of Award.

14. This award shall operate throughout the Northern, Wellington, Canterbury, and Otago and Southland Industrial Districts.

Term of Award.

15. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of April, 1937, 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 March, 1938.

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 6th day of April, 1937.

[L.S.]

E. H. NORTHCROFT, Judge.

MEMORANDUM.

The only matters referred to the Court related to membership of the union and access to workshops. In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council.

E. H. NORTHCROFT, Judge.