

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

[Filed in the Office of the Clerk of Awards, Wellington.]

In the Court of Arbitration of New Zealand, Northern, Wellington, Nelson, 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 undermentioned 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.
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 Ruatangi Road, Auckland, S. 1.
Thompson, W. A., and Co., Wickerware-manufacturers, Wakefield
Street, Auckland.
Wood, R., Basket-maker, Swanson Street, 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.
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, B., Wicker-worker, St. Hill Street, Wanganui.
 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.

NELSON INDUSTRIAL DISTRICT.

Cowman, C. H., Wicker-worker, Bridge Street, Nelson.
 Freeth, W., Wicker-worker, Collingwood Street, Nelson.

CANTERBURY INDUSTRIAL DISTRICT.

Burson, Henry, and Sons, Wicker-workers, Barbadoes Street,
 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 Princes 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 Princes Street, Dunedin, C. 2.
 Pitcher, L., and Co., Wicker-workers, 8 Castle Street, Dunedin, C. 1.
 Shearer, A., Wicker-worker, 282 Main South Road, Caversham,
 Dunedin, S.W. 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, 1939, 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 duly appointed Delegate of the Court hath hereunto set his hand, this 18th day of November, 1938.

[L.S.] J. A. GILMOUR, Stipendiary Magistrate,
Acting as a duly appointed Delegate
of the Court of Arbitration.

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. 9d. 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 the 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 at any time during the fortnight ending on the day on which the holiday occurs.

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

Workers to be Members of Union.

12. (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.

13. (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.

Application of Award.

14. (a) The industry to which this award shall apply is the wicker-working industry.

(b) This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto

every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial districts to which this award relates.

Scope of Award.

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

Term of Award.

16. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of November, 1938, 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, 1939.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the duly appointed Delegate of the Court of Arbitration hath hereunto set his hand, this 18th day of November, 1938.

[L.S.] J. A. GILMOUR, Stipendiary Magistrate,
Acting as a duly appointed Delegate
of the Court of Arbitration.

MEMORANDUM.

The only matter referred to the Court related to the date of the coming into force of the award. Wages have been made retrospective to 1st November, 1938, by agreement of the parties. In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council.

It was agreed by the assessors in Conciliation Council that neither side will seek to vary the conditions prescribed in this award before the 18th day of November, 1939, and that in the new dispute to be created after 31st March, 1939, these conditions be continued with the addition of provisions for workers engaged in the manufacture and/or assembly of all types of perambulators and the like and parts thereof.

The question of whether the Blind Institute should be bound by the provisions of this award is held over until the parties concerned have been heard at Auckland.

J. A. GILMOUR, Stipendiary Magistrate,
Acting as a duly appointed Delegate
of the Court of Arbitration.