

WELLINGTON INDUSTRIAL DISTRICT **UMBRELLA-MAKERS.**—
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, Harness-makers, Collar-makers, Bridle-makers, Leather-bag Makers, Canvas-workers, and Related Trades' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Briasco's Ltd. (New Zealand Manufacturing Co.),
Umbrella-manufacturers, Nelson Crescent, Napier.

Grant, Barnett, and Co., Ltd., 8 Guthrie Street, Wellington, N. 1.

Lethaby, C. F., Umbrella Manufacturer and Repairer,
corner of Featherston and Brandon Streets, Wellington, C. 1.

Walker, S. V. (Wellington Umbrella Manufacturing Co.),
61 Ghuznee Street, Wellington, C. 2.

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 9th day of December, 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 Judge of the Court hath hereunto set his hand, this 9th day of December, 1938.

[L.S.]

P. J. O'REGAN, Judge.

SCHEDULE.

Industry to which Award applies.

1. This award shall apply to the manufacturers of umbrellas and sunshades of all descriptions, and any other allied form of shelter or shade the industry may produce, except articles to which the Northern, Wellington, and Otago and Southland Canvas-workers' award, dated 26th September, 1938, and recorded in Book of Awards, Vol. XXXVIII, p. 3627, applies.

Definitions.

2. A journeyman is an adult worker, efficient and qualified in the trade by age and experience.

Journeywomen: A journeywoman is an adult female worker qualified by age and experience.

Hours of Work.

3. (a) Except as provided in subclause (b) hereof, forty hours shall constitute a week's work, and eight hours in any day shall constitute a day's work. The daily hours shall be worked between 8 a.m. and 5 p.m. from Monday to Friday inclusive.

(b) For workers employed repairing in retail establishments four hours may be worked on the day of the half-holiday at ordinary rates of pay.

Wages.

4. (a) The minimum rate of wages for journeymen shall be £5 per week.

(b) The minimum rates of wages for junior males shall be as follows:—

			Per Week.		
			£	s.	d.
First six months	..	..	0	17	0
Second six months	..	..	1	1	0
Third six months	..	..	1	5	0
Fourth six months	..	..	1	9	0
Fifth six months	..	..	1	13	0
Sixth six months	..	..	1	17	0
Seventh six months	..	..	2	2	0
Eighth six months	..	..	2	7	0
Ninth six months	..	..	2	14	6
Tenth six months	..	..	3	2	0

Thereafter adult rates.

(c) The minimum rate of wages for journeywomen shall be £2 10s. per week.

(d) The minimum rates of wages for junior females shall be as follows:—

			Per Week.		
			£	s.	d.
First six months	..	..	0	15	0
Second six months	..	..	0	19	0
Third six months	..	..	1	3	0
Fourth six months	..	..	1	7	0
Fifth six months	..	..	1	11	0
Sixth six months	..	..	1	15	0
Fourth year	..	..	2	2	6
Fifth year	..	..	2	7	6

Provided that no female worker of the age of twenty-one years or upwards shall be paid any less than £2 per week.

Overtime.

5. All time worked outside of and in excess of the hours mentioned in clause 3 shall be paid for at the following rates: For the first four hours, time and a half; thereafter, double time.

General Conditions.

6. (a) When workers are requested to work overtime in excess of the daily hours prescribed in this award the employer shall provide a meal, or pay such worker 1s. 6d. to enable him or her to obtain a meal, unless such worker has been notified the day previously that he or she will be required to work overtime: Provided that when such notice is given and the worker's services are not required, such worker shall receive the meal allowance.

(b) *Piecework.*—Piecework may be worked by mutual agreement between the workers and the employer: Provided that not less than the minimum rates of pay provided in this award are paid.

(c) Details of all piecework arrangements or agreements shall be supplied by the employer to the secretary of the union.

(d) No worker shall be allowed to take work home from the factory so that such worker may increase his or her earnings in such a manner.

(e) Each worker shall be allowed one hour each day at midday for meal-hour, provided that the employer and the union may alter the midday meal-time to suit the requirements of the business or the mutual desire of both the employer and the worker concerned.

(f) Twenty-four hours' notice on either side shall terminate the engagement.

(g) An employer shall be entitled to make a rateable deduction from the wages of any worker for any time lost by him through sickness or default, or on account of the temporary closing of the factory for cleaning or repairing the machinery.

Holidays.

7. (a) The following shall be the recognized holidays to be allowed without deduction from pay: New Year's Day, Good Friday, Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day, Anniversary Day, or a day in lieu thereof.

(b) Should any of the aforementioned holidays except Anzac Day fall on a Sunday, then for the purpose of this award it shall be observed on the following Monday.

(c) Time worked on Sunday or on any holiday shall be paid for at twice the ordinary rate.

(d) 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.

(e) No payment over and above an ordinary week's wages shall be made to any worker for a holiday which falls on what is not ordinarily a working-day, except for work actually performed on such a day.

Annual Holidays.

8. (a) All workers who on the 23rd December have completed a year of service with his or her present employer shall be granted an annual holiday without deduction from pay. Such annual holiday shall be the working-days between Boxing Day and New Year's Day.

(b) Workers in retail establishments on completion of a year of service shall be granted an annual holiday without deduction of pay of five working-days in lieu of the days between Boxing Day and New Year's Day.

Operation of Award.

9. This award shall not operate so as to reduce the wages of any worker during his or her present employment.

Disputes.

10. The essence of this award being that the work of the employers 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 specifically dealt with in this award, every such dispute or difference as the same shall arise shall be referred to a committee to be composed of two representatives of the union and two representatives of the employers for their decision. The decision of the majority of the committee shall be binding, and if no decision is arrived at either party may appeal to the Court of Arbitration upon giving written notice of such appeal to the other party within fourteen days after the failure of the Disputes Committee to arrive at a decision, or the Disputes Committee may itself refer the matter to the Court of Arbitration for decision.

Union Official's Right of Entry.

11. 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.

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. 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 district to which this award relates.

Scope of Award.

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

Term of Award.

16. This award, in so far as it relates to wages, shall be deemed to have come into force on the first pay-day after the 1st day of December, 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 9th day of December, 1939.

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 9th day of December, 1938.

[L.S.]

P. J. O'REGAN, Judge.

MEMORANDUM.

The only matter referred to the Court was the term of the award. In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council.

Wages have been made payable retrospectively in accordance with the agreement of the parties.

P. J. O'REGAN, Judge.