

## DECISIONS OF ARBITRATION COURT OF SPECIAL INTEREST.

The following decisions of the Court of Arbitration given during the course of the year are of special interest:—

A provision contained in a recommendation of the Conciliation Council, prohibiting a worker who is employed full time from working for another employer, was struck out by the Court when making the Auckland Coachworkers' award, the Court holding that there is no jurisdiction to insert such a provision. (Book of Awards, Vol. xiv, p. 611.)

A condition of "preference of employment" for the members of a Journalists' Union—viz., that the union must maintain an independent existence and not join any association of trades-unions—was made by the Court in the Christchurch Newspaper Reporters and Proof-readers' award. (Book of Awards, Vol. xiv, p. 432.)

In an appeal against a decision of the Registrar, who had refused registration of the Auckland Pork-butchers' Union, the Court held that some of the rules of the existing Butchers' Union were objectionable, in that they provided that fines of an unlimited amount might be inflicted on members for breaches of the rules. It was further held that any union, having similar rules to those in question, which applied to the Court for an award to include "preference" would run a serious risk of having that concession refused. (Book of Awards, Vol. xiv, p. 767; *Labour Journal*, November, 1913.) In consequence of this decision the Department has found it necessary to allow less latitude to unions in the framing of their rules than formerly.

A case of considerable importance to unions was decided in the Supreme Court when the secretary of the Wellington Typographical Union, as plaintiff, brought a friendly action against the union to determine the question as to whether a union registered under the Act may vote part of its funds for the aid of the families of men who were on strike and whose occupation was not that of typographers. It was held that it is not lawful for a union registered in respect of one industry to apply any of its funds for the purpose of assisting workers in any other industry; and although it was not in this case necessary to answer the question, a serious doubt was expressed by one of the Judges as to whether, in view of the title and the scope or purpose of the Act, it is lawful for a union registered under the Act to aid any strike. (*January Labour Journal*, 1914.)

In view of the amount of interest taken in the question as to whether it should be permissible to use the funds of unions for political purposes, the following brief review of the English Trade-union Act, passed last year, is quoted. By this Act the funds of a trade-union may be applied to political objects only if the majority of members approve of the object by a secret ballot; but payments for such objects must in all cases be made out of a separate fund maintained for that purpose, and any member formally notifying his unwillingness to contribute to the political fund shall be exempted, and contribution to the fund is not to be made a condition of membership of the union.

Cases occasionally continue to arise when the provisions of awards are evaded. An example occurred during the year under the Auckland Performing Musicians' award, where it was found that members of an orchestra employed in a theatre had returned a large proportion of their wages to the proprietors in return for a certain number of seats in the theatre: this was held by the Court to be simply a device for defeating the provisions of the award.

Particulars of judgments, under the heading "Applications for Awards in which no Award was made" will be found on page 45 of this report.

The following clauses of Arbitration Court awards made during the year are also noteworthy:—

In many of the awards the clauses relating to apprentices provide that all time lost by an apprentice in any year, either through his own default or through sickness, shall be made up by him before entering upon his next year of apprenticeship; any overtime worked by the apprentice is, however, generally to be credited to him as so much time served. It is usually also provided that any time lost by an apprentice through his own default shall, in addition to being made up by him as above mentioned, also be deducted from his wages, and in some cases the same provision is made regarding time lost through sickness.

There appears to be a growing tendency to setting up certain standards of efficiency which the workers must attain to entitle them to be classed as competent at their respective trades. It seems desirable that such should be the case in the interests of the general public, the employers, and the workers. An example is that "a fully competent plumber is one able to carry out and complete all plumbing-work required in an ordinary residence," &c.

Provision is sometimes made in awards for annual holidays upon completion of twelve months' service. Examples during the year are—district marine engineers, from fourteen to twenty-one