

## AMENDMENT OF ACT.

During the year an agreement was arrived at between the employers' and workers' organizations in the shearing industry involving an important new principle regarding the fixing of the rates of wages payable to shearers and shed hands. The agreement provided for a sliding scale of wages adjustable in accordance with the movement of wool-prices as determined by the Government Statistician's index numbers for the export prices of wool. The necessary legislation to give effect to this agreement was passed by Parliament—*vide* Industrial Conciliation and Arbitration Amendment Act, 1928 (No. 2)—and the Court of Arbitration then made the necessary orders amending the Shearers and Shed Hands' awards.

## REGISTRATION OF INDUSTRIAL ASSOCIATIONS AND UNIONS.

The usual statutory return (to the 31st December, 1928) of the associations and unions registered under the Act, with their membership at that date, is published herewith as an appendix. Comparison with the previous year shows that the total number of workers' unions has increased by one (to 411) and the total membership by 2,909 (from 101,071 to 103,980).

The large unions of workers that have elected to remain outside the Act were at the end of the year nine coal-miners' unions, comprising 2,302 members at the time of deregistration (while eleven other coal-miners' unions are still registered (with 2,024 members)) and two marine engineers' unions (comprising 634 members); last year there were also two tramway employees' unions outside the Act, but both of these have since taken steps to re-register.

## INSPECTIONS, ETC.

During the year 3,483 complaints of breaches of awards and industrial agreements, &c., were received and investigated; apart from these, a large proportion of the general inspections of factories, shops, &c., totalling 38,067, included an inspection to ascertain whether the awards and agreements were being complied with in respect of wages, overtime, &c. There were 387 prosecutions for such breaches other than stoppages of work—317 against employers and 70 against workers; 309 convictions were recorded; no case calls for comment. Proceedings under the strike provisions of the Act were also taken for a strike against seven workers in the freezing industry; convictions were obtained. Total penalties, £567.

## UNION ACCOUNTS.

There has again been no occasion during the year to call for an audit of the accounts of any union. A few instances have again been brought under notice of unions, however, of small amounts of union funds being used for purposes not authorized by the Act.

## LEGAL DECISIONS OF INTEREST.

*Preference.*—A worker who had paid his union subscription after the due date was disallowed the rebate of 3s. 3d. given under the rules for prompt payment. As he refused to pay the extra amount, he was disallowed the rebate on all subsequent subscriptions and later resigned from the union. The union thereupon requested the employer to dismiss the worker and to replace him with one of its members pursuant to the "preference" clause of the award, but, as the employer refused, the union took proceedings for a breach of the preference clause. The Magistrate held (1) that the refusal of the union to allow the rebate of 3s. 3d. was equivalent to the imposition of a fine of 3s. 3d., and, as this was in excess of the fine permitted by the preference clause for failure to pay contributions (*viz.*, 2s. 6d.), the union was not entitled to the benefits of the preference clause; and (2) that the preference clause applied only where an engagement of a worker was made after the date when the award came into force, and, as the worker in this case was engaged before the date mentioned, the preference clause was not applicable. The union appealed against this decision to the Court of Arbitration, which held (1) that a refusal to allow a rebate was not equivalent to the imposition of a fine, and, as the maximum contribution under the rules was less than the amount permitted by the preference clause, the union was entitled to the benefits of the preference clause, but (2) that, as the Magistrate was correct in his decision under (2), the appeal must be disallowed. The Court also pointed out that the employer was entitled to refuse compliance with a demand to dismiss a non-unionist where the union did not show that it had members on its books equally qualified to perform the particular work required to be done and ready and willing to perform the same. (*Book of Awards, Vol. XXVIII, p. 589.*)

*NOTE.*—The Court has in several recent awards made the operation of the preference clause retrospective to the date of the coming into force of the previous award.

## INDUSTRIAL DISTURBANCES DURING THE YEAR.

There were in all forty industrial disturbances during the year, of which thirty-three may be classed as unimportant or trivial. The following is a summary of the remaining seven disturbances:—

*Coal-miners, Buller Gorge (West Coast).*—A company which had recently commenced operations employed, in addition to men on tonnage rates, a party of workers on co-operative contract who