

(1424.) AUCKLAND GUMWORKERS.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1905,” and its amendments; and in the matter of an industrial dispute between the Auckland Gumworkers’ Industrial Union of Workers (hereinafter called “the union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”):—

Andreae and Co., Fort Street, Auckland.

Brown, Campbell, and Co., O’Connell Street, Auckland.

Edmonds, H., and Co., Customs Street East, Auckland.

Heather, Arthur, c/o Heather, Robertson, and Co., Customs Street, Auckland.

Lichtenstein and Arnoldson, Fort Street, Auckland.

Mitchelson, E., and Co., Little Queen Street, Auckland.

Morton, Edward, Customs Street East, Auckland.

Miller, H., and Co., Fort Street, Auckland.

Patterson, G. W. S., and Co., Gore Street, Auckland.

Langguth and Co., Chancery Street, Auckland.

Winterbourne, S., and Co., Albert Street, Auckland.

S. Rawnsley, Quay Street, Auckland.

J. Harrison and Sons, Whangarei.

W. R. Lawrence and Co., Totara North.

THE COURT of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the matter of the above-mentioned dispute, and the agreement arrived at by the parties, and in order to give effect to the application of all the parties that the terms and conditions thereof should be embodied in this award, 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 the sum of £100 shall be the maximum penalty payable by any

party or person in respect thereof. And the Court doth further order that this award shall take effect from the 24th day of October, 1907, and shall continue in force until the 1st day of January, 1909.

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 24th day of October, 1907.

W. A. SIM, Judge.

SCHEDULE.

Hours of Labour.

1. A week's work shall not exceed forty-seven hours, and work shall commence at 7.30 a.m. and leave off at 5 p.m., with an hour for dinner from 12 to 1, on five days of the week. On Saturdays work shall commence at 7.30 a.m., and cease at noon. From the 1st May to the 31st August the dinner-hour may be so curtailed as to provide for work ceasing at 4.45 p.m.

Rates of Pay.

2. Sorters shall receive not less than one shilling (1s.) per hour. Learners doing sorting shall for the first twelve months be paid not less than 9d. per hour, after which period they shall be held to be fully competent to receive the full rate hereinbefore provided.

Boys and Youths.

3. Boys and youths may be employed up to the age of nineteen at such rates as may be agreed upon between employer and employee.

Under-rate Workmen.

4. Any worker who considers himself by reason of old age, infirmity, imperfect training, or any other cause incapable of earning the minimum wage hereby prescribed may be paid such lower wage as may be agreed upon in writing between such worker and the secretary or president of the union, and, in default of such agreement, as may be fixed in writing on the application of the worker by the Chairman of the Conciliation Board for this district, or such other person as the Court may from time to time by order appoint. Twenty-four hours' notice in writing of such application shall be given by the applicant to the secretary of the union, and such secretary shall, if he so desires, be heard by the Chairman or such other person upon such application. Any worker whose wages shall have been so fixed may work and be employed by any employer at such wage for the period of six calendar months thereafter, and after the said period of six calendar months until fourteen days' notice in writing shall have been given by the secre-

tary requiring him to have his wage again fixed in manner prescribed by this clause.

Casual Labour.

5. Casual labour shall be paid for at 1s. 0½d. per hour. "Casual labour" is all employment lasting not more than four days, and terminated by the employer.

Holidays.

6. The following holidays shall be recognised: New Year's Day, the 2nd January, Anniversary Day, Good Friday, Easter Monday, Prince of Wales's Birthday, Labour Day, King's Birthday, Christmas Day, and Boxing Day. These holidays are not to be paid for. Any employer may agree with his men to exchange either the 2nd January or the Prince of Wales's Birthday for any other day.

Overtime.

7. Work done on Christmas Day, Good Friday, and Sundays shall be paid for at the rate of double time; work done on all other holidays, time and a half. All work done before and after the hours mentioned in clause 1 shall be paid for at the rate of time and a quarter.

Preference.

8. So long as the rules of the union permit any person of good character and sober habits to become a member of the union on payment of an entrance fee not exceeding 5s., upon his written application, without ballot or other election, and so to continue upon contributing subscriptions not exceeding 6d. per week, the employers shall employ members of the union in preference to non-members, provided that there are members of the union equally qualified with non-members to perform the particular work, but this shall not compel any employer to dismiss any person now employed by him. This does not apply to the employment of casual labour, nor to employment in places outside the City of Auckland.

9. No employer shall, in the engagement or dismissal of his men, discriminate against members of the union, or shall in the conduct of his business do anything directly or indirectly for the purpose of injuring the union.

10. Where members of the union and non-members are employed together they shall work together in harmony, and shall receive equal pay for equal work.

11. This award shall bind the parties hereto and all persons hereafter engaged in this industrial district in the preparation of kauri-gum for export.

12. This award shall come into force on the 24th day of October, 1907, and shall remain in operation until the 1st day of January, 1909.

In witness whereof the seal of the Court of Arbitration hath hereunto been put and affixed, and the Judge of the said Court hath hereto set his hand, this 26th day of October, 1907.

W. A. SIM, Judge.

MEMORANDUM.

This award embodies without alteration the agreement of the parties.

W. A. SIM, Judge.
