

(2868.) AUCKLAND FISH CURERS AND SMOKERS.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District. — In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Auckland Fish-curers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Clegg, Thomas, fish-merchant, 240 Karangahape Road, Auckland.

Douglas, C. F., fishmonger, 18 Jervois Road, Ponsonby.

Green, Mrs. S., fish and poultry dealer, 138 Karangahape Road, Auckland.

Jackson, Ernest, fish-merchant, Mechanics' Bay, Auckland.

Kontos, Nicholas, fish-dealer, 225 Hobson Street, Auckland.

Moros, G. N., Newmarket fish and oyster market.

Oceanic Fish-curing Company, Nelson Street, Auckland.

Sanford Limited, fish-merchants, Customs Street, Auckland.

Williams, F., fish-merchant, Quay Street, Auckland.

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, 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 as from the 8th day of June, 1913, and shall continue in force until the 8th day of June, 1915.

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 3rd day of September, 1913.

W. A. SIM, Judge.

SCHEDULE.

Hours of Work.

1. (a.) A week's work shall consist of fifty hours, which, subject to the provisions next hereinafter contained, shall be regulated by the employer according to the exigencies of his particular business.

(b.) The hours for day-hands shall be between the hours of 6 a.m. and 6 p.m. from Monday to Friday (both inclusive), and between the hours of 6 a.m. and 12 noon on Saturday. For night-work the hours shall be between 6 p.m. and 6 a.m. on each day of the week except Sundays.

Wages.

2. (a.) The wages to be paid to workers employed in connection with the work of fish-curing shall be not less than £2 10s. per week for curers, and not less than £2 15s. per week for smokers.

(b.) The employment shall be deemed to be a weekly employment, and no deduction shall be made except for time lost by a worker through his own illness or default.

Overtime.

3. Any work done by day-hands after the usual time for ceasing work shall be deemed overtime, and shall be paid for at the rate of time and a half up to midnight and double time from midnight up to the hour of 6 a.m. Sunday work shall be paid for as double time. In respect of night-hands Sundays shall mean from 12 midnight on Saturday to 12 midnight on Sunday.

Holidays.

4. The following holidays shall be observed: New Year's Day, 2nd January, Anniversary Day, Good Friday (after 10 a.m.), Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, and Boxing Day. Work done on these days shall be paid for at the rate of time and a half, except on Christmas Day, for which double time shall be paid. On Good Friday work may be done at ordinary rates up to 10 a.m., after which hour double time shall be paid.

Under-rate Workers.

5. (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 such worker after due notice to the union, by the local Inspector of Factories 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 Factories 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.

Preference.

6. (a.) If any employer shall hereafter engage any worker who shall not be a member of the union, and who within one week after his engagement shall not become a member of the union and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified with the non-member to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) Whenever an employer shall employ any worker who is not a member of the union he shall, within twenty-four hours thereafter, give notice in writing of such employment to the secretary of the union.

(c.) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any worker employed in connection with fish-curing of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written or verbal application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

(d.) In dismissing workers employers shall retain members of the union in preference to non-members, provided members of the union are equally qualified to perform the particular work required to be done.

Scope of Award.

7. This award shall apply only to employers carrying on business within a radius of thirty miles from the Chief Post-office in the City of Auckland.

Term of Award.

8. This award shall come into force as from the 8th day of June, 1913, and shall continue in force until the 8th day of June, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 3rd day of September, 1913.

W. A. SIM, Judge.

MEMORANDUM.

This award is based on the recommendation of the Council of Conciliation, which the parties agreed to accept.

W. A. SIM, Judge.
