

(4396.) 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 Trade Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

- Andrews, J., fish-merchant, Ponsonby Road, Auckland.
- Clegg, T., fish-merchant, Karangahape Road, Auckland.
- Douglas, C., fish-merchant, Ponsonby, Auckland.
- Foss, W., fish-merchant, Symonds Street, Auckland.
- Green, S., fish-merchant, Karangahape Road, Auckland.
- Howard, C., fish-merchant, Victoria Road, Devonport, Auckland.
- Johnson, W., fish-merchant, Victoria Road, Devonport, Auckland.
- Kontos, N., fish-merchant, Hobson Street, Auckland.
- Municipal Fish-market, Auckland.
- Oceanic Fish-market, Nelson Street, Auckland.
- Sanford Limited, fish-merchants, Customs Street, Auckland.
- Williams, F., fish-merchant, Queen 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, 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 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 21st day of August, 1916, and shall continue in force until the 20th day of August, 1919, and thereafter as provided by subsection (1) (d) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

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 10th day of August, 1916.

T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work.

1. (a.) A week's work shall consist of fifty hours, divided as follows: Day-workers, nine hours per day; night-workers, ten hours per day: so long as not more than the fifty hours per week are worked.

(b.) 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-hands the hours shall be between 6 p.m. and 6 a.m. on each day of the week except Sundays.

(c.) As far as possible day-workers and night-workers shall change shifts each fortnight by mutual agreement with their respective employers.

Wages.

2. (a.) The wages to be paid to all adult workers covered by this award shall be £2 17s. 6d. per week, except in the case of smokers, who shall be paid £3 2s. 6d. per week.

(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. (a.) Any work done by any day-worker after completing his nine hours shall be paid for at the rate of time and a half, save that where a day-hand is required to work between midnight and 6 a.m. overtime shall be paid at double the ordinary rate of pay.

(b.) Any night-hand who is required to work after completing his ten hours per shift shall be paid overtime at the rate of time and a half for the first hour, and thereafter at double the ordinary rate.

(c.) All work done on Sunday by either day-hands or night-hands shall be paid for at double ordinary rates.

(d.) In respect to night-hands Sunday shall mean from 12 midnight on Saturday to 12 midnight on Sunday.

Employment of Youths.

4. (a.) Employers shall be at liberty to employ youths above the age of eighteen years at not less than the following wages: For the first year, £1 10s. per week; for the second year, £2 per week; and thereafter at the minimum rate fixed by this award for adult workers.

(b.) The proportion of youths to workers in any employer's establishment shall be not more than one to four or less than four, and one additional youth to every complete additional four workers.

Holidays.

5. The following holidays shall be observed: New Year's Day, 2nd January, Anniversary Day, Good Friday (after 10 a.m.), Easter Monday, the 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 double time shall be paid.

Under-rate Workers.

6. (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 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.

7. (a.) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within seven days after his engagement 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 to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award 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 application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

(c.) 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.

Disputes.

8. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at then such dispute shall be referred to the local Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party dissatisfied with the decision of the Conciliation Commissioner may appeal to the Court upon giving written notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

Scope of Award.

9. 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.

10. This award shall come into force on the 21st day of August, 1916, and shall continue in force until the 20th day of August, 1919.

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 10th day of August, 1916.

T. W. STRINGER, Judge.

MEMORANDUM.

The principal questions submitted to the Court in this dispute were as to the minimum rate of wages for adult workers and the employment of youths, and these have been settled by the Court.

The Court has not thought proper to insert the restriction as to the work which a smoker attending four or more smokehouses should be called upon to do, as, although recommended by the Conciliation Council, it was objected to by the chief employer, and would, in the opinion of the Court, be an undue interference with the management of the business.

The Court has also struck out clause (d) of the preference clause, this being an addition to the Court's usual preference clause, which the majority of the Court think should not be altered without some satisfactory explanation.

T. W. STRINGER, Judge.
