

(4224.) AUCKLAND FARRIERS AND BLACKSMITHS.—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 Farriers and General Blacksmiths' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Absolum, R., Panmure.

Absolum, R. L., Otahuhu.

Andrews, J., and Sons, Great South Road, Remuera.

Barchard, S., 108 Wellesley Street West, Auckland.

Barr, S., Queen Street, Onehunga.

Benton, George, Mount Eden Road, Auckland.

- Boland, J., Princes Street, Onehunga.
 Bradshaw, W. S., Customs Street West, Auckland.
 Brierly and Hunt, contractors, Dominion Road, Auckland.
 Burgess, Arthur, Balmoral Road, Mount Eden.
 Butterworth Bros., builders, Manurewa.
 Casey, T. H., contractor, 121 Franklin Road, Auckland.
 Cole, E. S., St. Heliers Bay.
 Conolley, P., 89 Albert Street, Auckland.
 Cowan, C. D., Manukau Road, Parnell.
 Craig, J. J. (Limited), carriers, Queen Street, Auckland.
 Cunningham and Co., carriers, Fort Street, Auckland.
 Docherty, S., Papatoetoe.
 Downing, George, Great North Road, Avondale.
 Duane and Hanton, carriage-builders, Otahuhu.
 Elder Bros., Durham Street West, Auckland.
 Elder, Victor, Henderson.
 Forrest, William, contractor, Point Chevalier.
 Geach, George, Manukau Road, One Tree Hill.
 Gee, P. S., Clevedon.
 Gordon and Mayes, contractors, care of S. H. Gordon,
 Dominion Road, Mount Eden.
 Grigg, W. E., Great North Road, Arch Hill.
 Gunson and Co., 111 Nelson Street, Auckland.
 Harrison, W. R., Waikumete.
 Higgins, E. J., Arthur Street, Onehunga.
 Hill, Herbert, Hunua.
 Houston, W. J., 17 Karangahape Road, Auckland.
 Inglis, Thomas, Poore Street, Freeman's Bay.
 Jackson, E., 41 Broadway, Newmarket.
 Lamb and Dyson, contractors, Point Chevalier.
 Langlands and Co., contractors, Nihotapu.
 Lindsay, David, Clarence Street, Devonport.
 Lovett, W., contractor, Pollen Street, Grey Lynn.
 Lowe, C. H., Manurewa.
 McCarten and Young, contractors, Queen Street, Onehunga.
 McIntyre, James, Queen Street, Onehunga.
 McLean, J., and Son, Imperial Buildings, Queen Street,
 Auckland.
 McQuoid, David, New Lynn.
 Marsden, W. J., Victoria Crescent, Newmarket.
 Mason, T. R., 92 Albert Street.
 Maxted, F. C., Dominion Road, Mount Roskill.
 May Bros., Manukau Road, Mount Roskill.
 May, W. B., Manukau Road, Epsom.
 Meyer, Thomas, Avondale South.
 Millen, Robert, Pakuranga.
 Murphy and Wilson, contractors, Owens Road, Epsom.
 O'Hara, W. J., Great South Road, Otahuhu.
 Oliver, John, Point Chevalier.

- Page, E. M., 152 Khyber Pass Road, Newmarket.
 Parkinson, G. E., Ponsonby Road, Auckland.
 Pascoe, Elias, carrier, Gillies Avenue, Epsom.
 Patterson, John, and Son, 9 Belgium Street, Auckland.
 Peoples, H., Drury.
 Perry, W. B., Windsor Road, Avondale.
 Poad, A. C., Mangere Bridge, Mangere.
 Pooley, C. T., contractor, Avondale South.
 Pullan and Armitage and Co., coachbuilders, 76 Federal Street, Auckland.
 Quinn, Fred, 166 Victoria Street West, Auckland.
 Roberts, Benjamin, Takapuna.
 Ross Bros., Remuera Road, Remuera.
 Rowe, T. H., 1 West Street, Newton.
 St. Paul, J., Manurewa.
 Sheehy, M., King Street, Ponsonby.
 Sisson, David H., Victoria Road, Devonport.
 Skinner and Young, Durham Street West, Auckland.
 Speakman, G., Mangere.
 Stewart, J., New North Road, Eden Terrace.
 Stewart, R., Birkenhead.
 Stewart, Robert, Glenfield.
 Stone, John, Broadway, Newmarket.
 Stonex and White, Wakefield Street, Auckland.
 Thomas and Pooch, blacksmiths, Mount Albert.
 Thomas, W. J., Manukau Road, One Tree Hill.
 Turner, H. G., Great North Road, Kingsland.
 Turner, James, Shoe Lane, off Grey Street, Auckland.
 Wagstaff, George, Howick.
 Whitten, J., Tamaki East.
 Wilkinson, George, Great South Road, Ellerslie.
 Wilson and Kelly, Federal Street, Auckland.
 Wilson, H. S., contractor, Balmoral Road, Mount Eden.
 Wilson, R. H., Papakura.
 Winstone Limited, carriers, Customs Street, Auckland.
 Worthington, F., Stanley Street, Mechanics Bay.
 Wyatt, A., Dominion Road, Mount Eden.

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 as from the 1st day of March, 1916, and shall continue in force until the 1st day of March, 1918, 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 18th day of March, 1916.

T. W. STRINGER, Judge.

SCHEDULE.

Classes of Workers.

1. Only three classes of labour shall be recognized—namely, journeymen, floormen, and apprentices.

Hours of Work.

2. (a.) The ordinary week's work shall not exceed forty-seven hours, made up as follows: Eight hours and a half per day for the first five working-days of the week, with one hour for dinner, and four hours and a half on Saturday. The time for starting and ceasing ordinary work to be 7.30 a.m. till 12 noon and from 1 p.m. till 5 p.m. on five days, and 7.30 a.m. till 12 noon on Saturday.

(b.) Provided that an employer may agree with his employees to curtail the time allowed for dinner to three-quarters of an hour, in which case the time for leaving off work shall be 4.45 p.m.

(c.) The Auckland City Council and employers who are public carriers may arrange with their workers to start work at an hour not earlier than 5 a.m. instead of 7.30 a.m. for the purpose of shoeing horses used by such Council or public carrier, but not for any other purpose. The rates of overtime in such cases shall be time and a quarter between 5 p.m. and 6 p.m.; time and a half between 6 p.m. and 7 p.m.; double time between 7 p.m. and

5 a.m.; time and a half between 5 a.m. and 6 a.m.; time and a quarter between 6 a.m. and 7.30 a.m.

Wages.

3. (a.) The minimum wage for farriers and for general smiths shall be 1s. 5d. per hour, and for floormen 1s. 3d. per hour.

(b.) Any farrier who acts as his own floorman shall be paid not less than 1s. 5d. per hour whilst so acting.

Overtime.

4. All time worked beyond the hours mentioned in clause 2 hereof in any one day shall be overtime, and shall be paid for at the rate of time and a quarter for the first hour and time and a half for the second hour, after which double time shall be paid up to 7.30 a.m.

Holidays.

5. (a.) The following days shall be observed as holidays: New Year's Day, 2nd January, 29th January, Good Friday, Easter Saturday, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day.

(b.) When any holiday shall be generally observed on another day than that prescribed hereby the provisions of this award shall apply to such substituted holiday.

(c.) Any work done on any of these holidays or on Sundays shall be paid for at the rate of double time.

Apprentices.

6. (a.) Any employer taking an apprentice to learn the trade shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under this award, and shall pay such apprentice not less than the undermentioned rates of wages, viz.: For the first year, 10s. per week; for the second year, 17s. 6d. per week; for the third year, £1 2s. 6d. per week; for the fourth year, £1 10s. per week; for the fifth year, £1 17s. 6d. per week.

(b.) The period of apprenticeship shall be five years, but three months' probation shall be allowed the first employer of any apprentice to determine his fitness, such three months to be included in the period of apprenticeship. The obligation of the apprentice to serve his employer shall be deemed to be a duty enforceable under this award.

(c.) At the end of the period of apprenticeship the employer shall give the apprentice a certificate to show that he has served his apprenticeship. Should the employer at any time before the termination of the apprenticeship wish for any reason to dispense with the service of the apprentice he shall give him a certificate for the time served and procure him another employer carrying on business within a reasonable distance of the original employer's

place of business, who will continue to teach the apprentice, to pay him the wages prescribed by this award according to the total length of time he has served, and generally to perform the obligation of the original employer; and such employer shall be entitled to accept such transferred apprentice although he may have already taken the number of apprentices allowed by this award.

(d.) It shall not be obligatory upon an employer to find the apprentice another employer if he shall so misconduct himself as to entitle the employer to discharge him, but he shall give him a certificate covering the time actually served.

(e.) An employer taking an apprentice shall give notice thereof and of the name of the apprentice to the Inspector of Factories within one week after the expiration of the period of probation, and an employer transferring an apprentice to another employer shall similarly within one week thereof give notice of such transfer to such Inspector.

(f.) An employer shall not be deemed to discharge his duty towards his apprentice if he fails to keep him at work owing to slackness of work, but such slackness may form a proper ground for transferring him to a master willing to undertake the responsibility of teaching him.

(g.) When an apprentice is discharged for cause the employer shall send notice of the discharge and of the cause thereof to the Inspector of Factories.

(h.) Existing arrangements with or relating to apprentices now serving any employer may continue, provided that an employer wishing such arrangements to continue shall forward the names of his present apprentices to the Inspector of Factories within one month after the filing of this award.

(i.) No deduction shall be made from the wages of an apprentice except for time lost through his illness or default, or on account of the temporary closing of the factory for cleaning or repairing the machinery, and the apprentice shall make up such lost time before the following year of his apprenticeship shall be deemed to commence, and the total period of his apprenticeship shall be extended for a period equal to such lost time; but an apprentice working overtime shall have such time added to his ordinary time in calculating the respective years of his apprenticeship.

(j.) An apprentice shall be entitled to a fire when he shall have served for two years with an employer if such employer has a fire available.

(k.) The proportion of apprentices shall be one to each fire. When an apprentice has served two years and is given a fire an additional apprentice may be taken on.

Piecework.

7. Piecework shall not be allowed except for shoe-turning, the rates for which shall be 3s. per dozen for heeled shoes and 2s. 6d. per dozen for plain shoes. New iron only to be used on piecework.

Payment of Wages.

8. Wages shall be paid weekly and in the employer's time.

Preference.

9. (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 fourteen 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.

Under-rate Workers.

10. (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.

Scope of Award.

11. This award shall apply only to employers carrying on business within a radius of twenty-five miles from the Chief Post-office, Auckland.

Term of Award.

12. This award shall come into force as from the 1st day of March, 1916, and shall continue in force until the 1st day of March, 1918: Provided that in respect of the parties covered by clause 2 (c) this award shall come into force on the 3rd day of April, 1916.

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 18th day of March, 1916.

T. W. STRINGER, Judge.

MEMORANDUM.

The only question in dispute in this case was as to whether or not the Auckland City Council and public carriers should be allowed to start their workers earlier than the regular working-hours for the purpose of shoeing their horses without payment of the overtime rates applicable in other cases. The evidence on this point satisfied the Court that the exigencies of business made it reasonable that, in the case of the employers mentioned and for the limited purpose above mentioned, the special provisions which existed in the last award affecting this industry should be repeated in the present award, and this accordingly has been done with some slight modifications.

T. W. STRINGER, Judge.

NOTE.—Section 90, subsection (1) (d), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiration of the currency of the award, the award shall continue in force until a new award has been duly made or an industrial agreement entered into, except where the registration of an industrial union of workers bound by such award has been cancelled.