

(4678.) NORTHERN DISTRICT GUM-WORKERS.—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 Gum-workers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

The Auckland Provincial Gum-dealers' Industrial Union of Employers.

Andreae and Co., gum-merchants, Coburg Street, Auckland.

Babich and Co., gum-merchants, Customs Street, Auckland.

Ban, M., and Co., gum-merchants, Customs Street West, Auckland.

Bankart Bros., gum-merchants, O'Connell Street, Auckland.

Blair, J. M., gum-merchant, Fort Street, Auckland.

Curin, J., and Co., gum-merchants, Customs Street, Auckland.

Ersig Sumich and Co., gum-merchants, Customs Street, Auckland.

Gillespie, L. C., and Sons, gum-merchants, Customs Street, Auckland.

Greville, R. P., gum-merchant, Hobson Street, Auckland.

Harrison, W., gum-merchant, Whangarei.

Langguth and Co., gum-merchants, Moore Street, Auckland.

Lawrence, W. R., and Co., gum-merchants, Totara North.

Lees, T., and Sons, gum-merchants, Commerce Street, Auckland.

Lichenstein and Arnoldson, gum-merchants, Quay Street, Auckland.

McIlveen, J., gum-merchant, Customs Street, Auckland.

Marriner and Co., gum-merchants, Fort Street, Auckland.

Maxwell, L. S., gum-merchant, Hobson Street, Auckland.

Miller, H., and Co., gum-merchants, Fort Street, Auckland.

Miller, R. and J., gum-merchants, The Strand, Auckland.

Mitchelson, E., and Co., gum-merchants, Albert Street, Auckland.

Morton, Edward, gum-merchant, Customs Street, Auckland.

Nathan, L. D., and Co., gum-merchants, Customs Street, Auckland.

Paterson, A. S., and Co., gum-merchants, Fort Street, Auckland.

Pobrica and Co., gum-merchants, Beach Road, Auckland.

Rawnsley, S., gum-merchant, Quay Street, Auckland.

Simich and Co., gum-merchants, Customs Street West, Auckland.

Wharfe, W. H., gum-merchant, Hobson Street, Auckland.

Whitley, W. S., and Sons, gum-merchants, Gore Street,
Auckland.

Winterbourne and Co., gum-merchants, Albert 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 5th day of May, 1917, and shall continue in force until the 5th day of May, 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 8th day of June, 1917.

T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work.

1. A week's work shall not exceed forty-seven hours, and work shall commence at 7.30 a.m. and cease at 5 p.m., with one hour for dinner between 12 and 1 o'clock, on five days of the week; on Saturday 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. (a.) Sorters shall receive not less than 1s. 3½d. per hour. Learners doing sorting shall receive not less than 10½d. per hour for the first six months, not less than 1s. per hour for the second six months, and after that period they shall be held to be fully competent to receive the full rate hereinbefore provided.

(b.) The minimum wage for workers other than those provided for in clauses 2 (a), 3, and 6 hereof shall be 1s. 2½d. per hour.

(c.) All work required to be done in a kneeling position beyond half an hour in any one day shall be paid for at the rate of 1s. 7d. per hour.

Boys and Youths.

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

Proportion of Learners, Boys, and Youths.

4. The proportion of learners, boys, and youths shall not at any time exceed one boy or youth or learner to every four or fraction of four other workers employed.

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 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.

Casual Labour.

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

Holidays.

7. New Year's Day, 2nd January, Anniversary Day, Good Friday, Easter Monday, Labour Day, King's Birthday, Christmas Day, and Boxing Day.

Overtime.

8. Work done on Christmas Day, Good Friday, and Sundays shall be paid for at the rate of double time. Work done on any of the other holidays shall be paid for at the rate of time and a half. All work done before and after the hours mentioned in clause 1 hereof shall be paid for at the rate of time and a quarter for the first two hours, time and a half up to 10 p.m., and thereafter double time to 7.30 a.m. if worked continuously.

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.

Scope of Award.

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

Exemptions.

11. The following persons, firms, and companies are exempted from the terms and provisions of this award except as regards

the employment of skilled workers who are engaged in sorting or grading gum:—

J. M. Blair.

J. McIlveen.

L. D. Nathan and Co. (Limited).

A. S. Paterson and Co. (Limited).

W. S. Whitley and Sons (Limited).

Term of Award.

12. This award shall come into force as from the 5th day of May, 1917, and shall continue in force until the 5th day of May, 1918.

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 8th day of June, 1917.

T. W. STRINGER, Judge.

MEMORANDUM.

This award embodies without alteration the recommendations of the Conciliation Council, which the parties agreed to accept.

T. W. STRINGER, Judge.
