

(5238.) NORTHERN DISTRICT FLOUR-MILLS, ETC., EMPLOYEES.—
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 United Flour-mill Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Bycroft Limited, Millers, Shortland Street, Auckland.
Northern Roller Milling Company (Limited), Quay Street, Auckland.
Partington, Joseph, Miller, Symonds 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 28th day of March, 1919, and shall continue in force until the 28th day of March, 1921, 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 11th day of June, 1919.

T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work.

1. The hours of work in the mills of the employers and of each of them shall not exceed forty-eight hours per week, nor, except in the case of night shifts, more than eight and three-quarter working-hours per day. Each employer shall be at liberty to arrange with his employees the hours for commencing and ceasing on each day, and may work his mill in shifts either by day or night. Any employer may arrange with his employees for a Saturday half-holiday, but no day shift shall consist of more than eight and three-quarter working-hours. Such arrangements for meals may be made by any employer with his employees as may be suitable in the working of the particular mill.

2. All work done in any one day in excess of the hours above set forth shall (except as hereinafter mentioned) be paid for as follows: Time and a quarter for the first three hours, time and a half for the next three hours, and then double time shall be paid, forty-eight hours weekly being paid for at ordinary rate. (NOTE.—In calculating overtime each day's overtime shall stand by itself so long as not less than eight hours shall have been worked in any one day.)

Holidays.

3. All work done on Sundays or holidays, except in the case of casual watchmen, shall be paid for at the rate of double time.

4. The following days shall be observed as holidays: New Year's Day, 2nd January, Good Friday, Easter Saturday, Easter Monday, Labour Day, Sovereign's Birthday, Anniversary Day (whenever generally observed), Christmas Day, and Boxing Day.

Boys or Youths.

5. The number of boys employed (or youths) in any flour-mill shall not exceed one to three or fraction of the first three men. The number of boys employed in any oatmeal-mill shall not exceed two to one man employed in that department.

5A. No boys except apprentices to be allowed on packers except packing packages of 12½ lb. and under.

Preference.

6. (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.

Term of Engagement.

7. Employees upon leaving their situations shall give a full week's notice, and upon their services being dispensed with by their employers shall receive a full week's notice, unless dismissed for misconduct, or personal negligence, or other reasonable cause.

Wages.

8. The following shall be the minimum rates of wages:—

	Per Hour.	
	s.	d.
(a.) Rollerman or shift miller	1	8
(b.) Oatmeal and barley miller	1	8
(c.) Purifier—the man on purifier and flour-dressing floors	1	7
(d.) Smutterman—the man in charge of wheat-cleaning machinery and wheat-tipping	1	7
(d.) Assistant smutterman or tipman	1	6
(e.) Kilnman	1	8
(f.) Head storeman—man solely in charge of store and responsible for receiving and delivery of goods, &c.	1	7½
(f.) Assistant storeman	1	6½
(g.) Packerman	1	6½
(h.) Casuals	1	6
(i.) Engine-drivers: The same wages to be paid as prescribed in the Engine-drivers' award in force in the particular district.		
(j.) Carters: Wages to be in accordance with the Drivers' award for the time being in force in the particular industrial district.		

Wages of Boys and Youths.

9. The rate of wages for boys and youths shall be as follows: Fifteen to sixteen years, 15s. per week; sixteen to seventeen years, £1 per week; seventeen to eighteen years, £1 10s. per week; eighteen to nineteen years, £2 per week; nineteen to twenty years, £2 10s. per week; and thereafter the minimum rates of wages.

Payment of Wages.

10. All wages shall be paid weekly on Friday or not later than 12 noon on Saturday.

Under-rate Workers.

11. (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.

Matters not provided for.

12. Any matter not provided for in this award shall be arranged between the employer and the executive of the union, and in the event of their being unable to agree the matter shall be referred to the Conciliation Commissioner for the district, whose decision shall be final.

Term of Award.

13. This award shall come into force as from the 28th day of March, 1919, and shall continue in force until the 28th day of March, 1921.

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 11th day of June, 1919.

— 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.