

(6265.) OTAGO AND SOUTHLAND ROPE AND TWINE SPINNERS.—
AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland 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 Dunedin Rope and Twine Spinners' Industrial Union of Workers (hereinafter called "the union") and Donaghy's Rope and Twine Company (Limited), 116 Rattray Street, Dunedin, and Donaghy's Rose-dale Twine-mills, Invercargill (hereinafter called "the employers") :—

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 1st day of November, 1920, and shall continue in force until the 1st day of November, 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 18th day of October, 1920.

T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work.

1. Forty-six and a half hours shall constitute a week's work, eight and a half hours to be worked on five days of the week, between the hours of 7.30 a.m. and 5.15 p.m., and four hours on Saturdays, between the hours of 7.30 a.m. and 12 noon.

Wages.

2. (a.) The minimum rates of wages shall be as follows: Head ropemaker, 2s. per hour; assistant ropemaker, 1s. 8½d. per hour; leading feeder hand on first spreader (male), 1s. 8d. per hour; general hands, 1s. 7d. per hour.

(b.) The minimum wages above prescribed shall be increased by a bonus of 3d. per hour unless and until the Court shall otherwise order.

Female Workers.

3. (a.) The minimum wages to be paid to female workers shall be: First six months, 15s. per week; second six months, 17s. 6d. per week; third six months, £1 per week; fourth six months, £1 2s. 6d. per week; fifth six months, £1 5s. per week; sixth six months, £1 7s. 6d. per week; seventh six months, £1 10s. per week; eighth six months, £1 12s. 6d. per week; ninth six months, £1 15s. per week; and thereafter, £2 per week.

(b.) The minimum rates above prescribed for female workers shall be increased by a bonus of 5s. per week unless and until the Court shall otherwise order.

(c.) No deduction shall be made from the weekly wages prescribed in subclause (a) of this clause except for time lost through the worker's sickness or default, or through breakdown of machinery.

(d.) Not less than one week's notice shall be given by either party of the termination of the employment, but nothing in this

clause shall prevent the employer from summarily dismissing any worker for wilful misconduct.

(e.) No female worker receiving more than the wages above prescribed shall have her wages reduced.

Overtime.

4. All time worked beyond the hours prescribed in clause 1 hereof shall count as overtime, and shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

Youths.

5. (a.) Youths may be employed in the proportion of one youth to every two men employed.

(b.) The minimum wage payable to boys and youths under twenty-one years of age shall be: First year, £1 per week; second year, £1 5s. per week; third year, £1 10s. per week; fourth year, £1 15s. per week; fifth year, £2 5s. per week; and thereafter the minimum wages fixed for adult workers under this award.

(c.) The minimum rates above prescribed for boys and youths shall be increased by a bonus of 4s. per week unless and until the Court shall otherwise order.

Holidays.

6. The following shall be the recognized holidays, viz: Christmas Day, Boxing Day, New Year's Day, the 2nd January, Good Friday, Easter Monday, Sovereign's Birthday, and Labour Day. Work done on Christmas Day, New Year's Day, Good Friday, or Sunday shall be paid for at the rate of double time; and work done on any of the other holidays shall be paid for at the rate of time and a half.

Continuous Work without a Meal.

7. No worker shall work continuously for over five hours without an interval for a meal.

Payment of Wages.

8. All wages shall be paid weekly, and on Friday when practicable.

Under-rate Workers.

9. (a.) Any worker who considers himself or herself 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 or her 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 or her to have his or her 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.

10. (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 or her 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.

11. This award shall operate throughout the Otago and Southland Industrial District, but shall apply only to the parties herein named.

Term of Award.

12. This award shall come into force on the 1st day of November, 1920, and shall continue in force until the 1st day of November, 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 18th day of October, 1920.

T. W. STRINGER, Judge.

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MEMORANDUM.

This award, with the exception of the clauses relating to hours of work and wages, embodies the recommendations of the Conciliation Council, which the parties agreed to accept. The clauses relating to hours of work and wages have been settled by the Court after careful consideration and inquiry, which involved a visit by the Court to one of the factories of the employers while the same was in operation.

T. W. STRINGER, Judge.