

(7090.) NORTHERN INDUSTRIAL DISTRICT ROPE AND TWINE
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 Builders', General, and other Labourers' (Rope and Twine Workers' Section) Industrial Union of Workers (hereinafter called " the union ") and the under-mentioned persons, firms, and companies (hereinafter called " the employers ") :—

Donaghy and Co., Stanley 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 hereinafter provided, and shall continue in force until the 1st November, 1922, 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 16th day of December, 1921.

[L.S.]

F. V. FRAZER, 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 7.45 a.m. and 5.15 p.m., and four hours on Saturdays, between the hours of 7.45 a.m. and 11.45 a.m.

Wages.

2. (a.) The minimum rate 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 3¼d. per hour, unless and until the Court shall otherwise order.

Female Workers.

3. Female workers may be employed when proper provision has been made to the satisfaction of the Inspector of Factories, at rates of pay to be subsequently agreed upon between the union and the employer; and in the event of their being unable to agree the matter shall be referred to the Conciliation Commissioner for the District, with the right of final appeal to the Court of Arbitration.

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 youths shall be as follows: Under eighteen years of age, £1 6s. per week; eighteen to nineteen years of age, £1 11s. per week; nineteen to twenty years of age, £2 1s. per week; twenty to twenty-one years of age, £2 11s. per week.

(c.) The minimum wage above prescribed shall be increased by a bonus of 5s. per week unless and until the Court shall otherwise order.

Holidays.

6. The following shall be the recognized holidays: Christmas Day, Boxing Day, New Year's Day, 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 other holiday 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. Wages shall be paid not later than Friday of each week, during working-hours.

Accidents.

9. A St. John's Ambulance first-aid outfit shall be kept in a convenient and accessible place where men are employed; and also convenience for supplying hot water on short notice.

Sanitary Convenience.

10. The sanitary convenience shall be to the satisfaction of the Inspector of Factories, and provision shall be made for employees to hang their clothes.

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.

Preference.

12. (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.

Matters, not otherwise provided for.

13. Any dispute in connection with any matter not otherwise provided for in this award shall be settled between the employer and the

president or secretary of the union, or the union's representative, and in default of any agreement being arrived at, then such dispute shall be referred to the local Inspector of Awards, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Inspector of Awards, 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.

"Smoke-oh."

14. The same conditions shall apply as exist at present and have hitherto existed.

Scope of Award.

15. This award shall operate throughout the Northern Industrial District.

Term of Award.

16. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of November, 1921, and as to all other provisions it shall come into force on the date hereof; and this award shall continue in force until the 1st day of November, 1922.

In witness whereof the seal of the Court of Arbitration of New Zealand hath been hereto affixed, and the Judge of the Court hath hereto set his hand, this 16th day of December, 1921.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

This award embodies without alteration the recommendations of the Conciliation Council, which the parties agreed to accept. The form of preference clause was left to the Court. The union desired to have provision made for the payment of an annual fee not exceeding £1 10s. in place of the usual 5s. entrance fee and 6d. or 9d. weekly contribution. It was explained by the union advocate that this annual fee would admit to membership in any of the unions comprised in a certain association of unions. We think, however, that as the association in question comprises a limited number of unions, and the members of the union now before the Court would in many cases seek employment in industries where the unions were not included in the association, the payment of so large a fee as £1 10s. would be a hardship to a worker who left his present employment after a few weeks or months and entered another employment which necessitated his paying a 5s. entrance fee to another union. The employers' advocate did not object seriously to the proposed clause, but the Court has thought it better, for the protection of the workers, to adhere to the usual clause.

[L.S.]

F. V. FRAZER, Judge.