

NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

(7415.) WAIHI CARPENTERS AND JOINERS.—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 Waihi Gold-mining Company (Limited), the Waihi Grand Junction Gold Company (Limited), and the Rising Sun Gold-mining Company (Limited), (hereinafter called "the employers") and the Auckland Branch of the Amalgamated Society of Carpenters and Joiners' Industrial Union of Workers.

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 a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 8th day of January, 1923, and shall continue in force until the 31st day of December, 1923, 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 affixed, and the Judge of the Court hath hereunto set his hand this 23rd day of December, 1922.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. Forty-four hours shall constitute a week's work, and shall be worked between the hours of 7.30 a.m. and 5 p.m. on five days of the week, with not less than half an hour for dinner, and on Saturday between 7.30 a.m. and 12 noon.

If a worker is called out to start work before the usual starting-time he shall receive 2s. extra provided he works only the ordinary number of shift hours.

Overtime and Holidays.

2. (a.) Overtime shall be paid for at the rate of time and a half for the first three hours, and thereafter double time. All work done on Sundays, New Year's Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, and Boxing Day shall be paid double time.

(b.) If a worker has been engaged all day and all night and is required to continue on working into the next day, double-time rates shall be paid for all such time worked after the usual hour for commencing work on the second day.

Wages.

3. The minimum rate of wages for journeymen carpenters and joiners shall be 2s. 1 $\frac{3}{4}$ d. per hour.

Youths.

4. (a.) Wages of youths per day: For youth's first year's service in fitting-shop, 4s. 3d. per day; for youth's second year's service in fitting-shop, 5s. 3d. per day; for youth's third year's service in fitting-shop, 6s. 3d. per day; for youth's fourth year's service in fitting-shop, 7s. 3d. per day; for youth's fifth year's service in fitting-shop, 8s. 3d. per day.

(b.) Certificates covering length of service shall be given to youths when leaving their employers and on the termination of five years' service, if required.

(c.) All youths after five years' service shall receive journeymen's wages.

Country Work.

5. For country work the employer shall pay the fare of the worker both ways, and a proper allowance at current rates shall be made to the worker for necessary meals. When a worker is employed at such a distance that he is unable to return at night suitable board and lodging shall be provided at the employer's expense. Travelling-time shall be paid for at the ordinary rates, but not to a greater amount than eight hours in a day. -

General Clauses.

6. (a.) Any worker called out after ordinary hours to work shall be paid from the time he leaves home; such time not to exceed half an hour.

(b.) Whenever a worker is employed in hot places underground above 83 degrees wet bulb, six hours shall be deemed to be a shift.

(c.) Employers shall provide all benches, cramps, spanners, wire-cutters, and pinch-bars and other tools not ordinarily provided by a carpenter.

Wet Places.

7. Whenever a worker is employed in wet places underground, six hours shall be deemed to be a shift, and shall be paid for as if the worker had worked eight hours, or *pro rata* payments for shorter periods than six hours.

Matters not provided for.

8. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary of the union, and in default of any agreement being arrived at then such dispute shall be referred to the local Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, 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 the appeal.

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 seven 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 9d. per week.

(c.) Whenever an employer shall employ a worker who is not a member of the union he shall, within seven days thereafter, give notice in writing of such employment to the secretary of the union.

Scope of Award.

10. This award shall bind only the employers named herein.

Term of Award.

11. This award shall come into force on the 8th day of January, 1923, and shall continue in force until the 31st day of December, 1923.

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 23rd day of December, 1922.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The Court has settled the wages clauses on the lines of the Engineers' award. In other respects the award follows the recommendations of the Conciliation Council, which the parties agreed to accept.

[L.S.]

F. V. FRAZER, Judge.