

(7159.) HAWKE'S BAY FRUIT COOL-STORE EMPLOYEES.—AWARD.

In the Court of Arbitration of New Zealand, Wellington 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 Hastings Fruit Cool-store, Orchard, Nursery, and Garden Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Apsey, White, and Co. (Limited), Fruit Cool Stores, Post-office Box 93, Hastings.

Hastings Cool Storage Company (Limited), (J. E. Smith, Manager), Post-office Box 268, Hastings.

H.B. Fruitgrowers (Limited), Fruit Cool Stores, Post-office Box 105, Hastings.

Hiemann, J. H., Fruit Cool Store, Havelock North.

Lowes Limited, Fruit Cool Store, Stortford Lodge, Hastings.

Slater, C. H., and Co., Fruit Cool Stores, Post-office Box 248, Hastings.

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 24th day of April, 1922, and shall continue in force until the 24th day of April, 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 13th day of April, 1922.

[L.S.]

— F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. Except as hereinafter provided, the hours of work shall be from 8 a.m. until 5 p.m. on five days of the week (one hour to be allowed each day for dinner), and on Saturdays from 8 a.m. till 12 noon. All time worked before or after these hours shall be reckoned as overtime. No overtime shall be worked after 5 p.m. on Saturdays. When overtime is worked at night one hour shall be allowed for tea.

Wages.

2. All workers shall be paid at the following minimum rates: Cool-store men, certificated packers, graders, and casemakers, 1s. 10d. per hour; general workers, 1s. 8d. per hour.

Case and box makers : Bushel cases, 5s. 9d. per 100, two-piece lids ; 6s. 3d. per 100, four-piece lids ; 6s. 9d. per 100, eight-piece lids. Half-cases, 5s. per 100. Packing, 3d. per bushel ; case and own lids to be nailed.

Overtime.

3. All work done outside of or in excess of the hours mentioned in clause 1 hereof shall count as overtime, and shall be paid for at the rate of time and a quarter for the first three hours, and at the rate of time and a half for the next three hours ; thereafter at the rate of double time. On Sundays and the holidays hereinafter provided for, at the rate of double time (including in the case of holidays the ordinary wages, which shall be paid to workers and boys as provided by clause 2 hereof and in addition thereto).

Payment of Wages.

4. Wages shall be paid weekly and in cash.

Holidays.

5. All workers and boys shall be allowed the following holidays in each year : Christmas Day, Good Friday, People's Day (Autumn Show), and Labour Day ; and shall be paid for such holidays at the same rate as for an ordinary working-day of eight hours.

"Smoke-oh."

6. Where smoking is not allowed in the store a "smoke-oh" of fifteen minutes shall be allowed when working four or more hours in one stretch.

Preference.

7. (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.

Under-rate Workers.

8. (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.

Scope of Award.

9. This award is limited in its operation to the Hawke's Bay Provincial District.

Term of Award.

10. This award shall come into force on the 24th day of April, 1922, and shall continue in force until the 24th day of April, 1923.

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 13th day of April, 1922.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

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

[L.S.]

F. V. FRAZER, Judge.