

(10167.) 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, 1925; and in the matter of an industrial dispute between the Auckland Rope and Twine Workers' Industrial Union of Workers (hereinafter called "the union") and the under-mentioned persons, firms, and companies (hereinafter called "the employers") :—

Donaghy's Rope and Twine Co., Ltd., 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, 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 1st day of October, 1931, and shall continue in force until the 30th day of September, 1933, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

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 17th day of September, 1931.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. (a) Forty-six hours and a half shall constitute a week's work; eight hours and a half 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 Saturday, between the hours of 7.45 a.m. and 11.45 a.m.

(b) *Night Shifts.*—Night shifts may be worked as follows: Eight hours on five days of the week, and six hours and a half on Saturdays. Shifts shall commence immediately on cessation of work by the day shift. Half an hour crib-time shall be allowed without deduction of pay.

(c) Workers employed on night shift shall be paid 1½d. per hour in addition to the rates prescribed for day-workers.

Wages.

2. The minimum rates of wages shall be as follows:—

	Per Hour.
	s. d.
Head ropemaker 2 3
Assistant ropemaker 1 11½
Leading hand on first spreader (male) 1 11
General hands 1 10

Boys and Youths.

3. (a) The minimum wage payable to youths under twenty-one years of age shall be:—

	Per Week.
	£ s. d.
First year 1 5 0
Second year 1 10 0
Third year 1 17 6
Fourth year 2 7 6
Fifth year 3 1 6
Thereafter the minimum wage for adult workers.	

(b) In the rope and twine department youths or boys may be employed in the proportion of two youths or boys to each three adult workers employed during the preceding six months for at least two-thirds full time, and there shall be no limit to the number of females who may be employed.

(c) In the shop twine and string department there shall be no limit to the number of youths, boys, or girls who may be employed.

Female Workers.

4. The minimum wage to be paid to female workers shall be :—

	Per Week.		
	£	s.	d.
First six months	1	1	0
Second six months	1	3	6
Third six months	1	6	0
Fourth six months	1	8	6
Fifth six months	1	11	0
Sixth six months	1	13	6
Seventh six months	1	16	0
Eighth six months	1	18	6
Ninth six months	2	1	0
Thereafter	2	5	0

Reduction of Wages.

5. All rates of wages, overtime, and other special payments provided for in this award shall be reduced by an amount equal to 10 per centum thereof, in accordance with the order of the Court, dated the 29th May, 1931.

Terms of Employment.

6. (a) The employment of youths and females shall be deemed to be a weekly employment, and, except as provided in clause 5 hereof, no deduction shall be made from the weekly wages prescribed in clauses 3 and 4, except for time lost through the worker's default or sickness or through no fault of the employer.

(b) 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.

(c) No workers receiving more than the weekly wages above prescribed shall have their wages reduced, except in accordance with the provisions of clause 5 hereof.

Holidays.

7. (a) The following shall be the recognized holidays: Christmas Day, Boxing Day, New Year's Day, 2nd January, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, and Anniversary Day.

(b) Work done on Christmas Day, New Year's Day, Good Friday, or Sunday shall be paid for at double time; and work done on any other holidays shall be paid for at the rate of time and a half.

Meal-money.

8. Employers shall give twenty-four hours' notice of overtime; failing that, they shall allow meal-money at the rate of 1s. 6d. per meal where workers are required to work overtime after 6 p.m., provided that such workers cannot reasonably get home to their meals.

Overtime.

9. (a) 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 four hours, and double time thereafter.

(b) Whenever possible workers shall not be required to work overtime on Friday nights.

Payment of Wages.

10. Wages shall be paid not later than Friday in each week, and within ten minutes of knocking-off time.

Continuous Work without a Meal.

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

Accidents.

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

Conveniences.

13. (a) Employers shall provide proper sanitary conveniences, which shall be cleaned at least once a week.

(b) Provision shall be made for dining and dressing accommodation; also facilities for boiling water at meal-times.

(c) These conveniences shall be arranged by the employer and the secretary of the union.

Termination of Employment.

14. All wages shall be paid on the dismissal of the worker. When a worker leaves his employer on his own accord all wages due to him shall be paid by the employer within twenty-four hours. This clause shall not apply to youths, boys, or female workers.

"Smoke-oh" or Interval.

15. The same conditions shall apply as exist at present and have hitherto existed in regard to "smoke-oh" or interval.

Matters not provided for.

16. Any dispute in connection with any matters not provided for in this award shall be settled between the particular employer concerned and the president or secretary of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner for the district, 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 to appeal.

Preference.

17. (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. The provisions of this subclause relating to the dismissal of workers shall apply, with equal effect, to any worker coming within the scope of this award engaged since the 2nd day of September, 1930, but before the coming into force of this award, who is not a member of the union during the currency of this award.

(b) The provisions of this 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 1s. per week, and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being more than three months in arrear, without reasonable excuse, in his contributions to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his contributions, and £1 for misconduct at a meeting of the union.

Under-rate Workers.

18. (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 Awards 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.

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

Term of Award.

20. This award shall come into force on the 1st day of October, 1931, and shall continue in force until the 30th day of September, 1933.

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 17th day of September, 1931.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

This award embodies the recommendations of the Conciliation Council, which the parties agreed to accept.

F. V. FRAZER, Judge.