

(10347.) NORTHERN INDUSTRIAL DISTRICT (EXCEPT GISBORNE JUDICIAL DISTRICT) FISH TRADE EMPLOYEES.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and of section 5 of the Industrial Conciliation and Arbitration Amendment Act, 1932, this 6th day of December, 1932, embodies the terms of the settlement arrived at by the assessors appointed for the hearing of the industrial dispute between the Auckland Fish Trade Employees (other than Fishermen) Industrial Union of Workers (hereinafter called "the union") of the one part, and Messrs. Sanford, Limited, Auckland, the Auckland Co-operative Fisheries (N.Z.), Limited, Auckland, and the Thames Fisheries Company, Limited, Thames, and others (hereinafter called "the employers") of the other part, whereby it is mutually agreed by and between the said assessors as set out in the schedule hereto.

LIST OF PARTIES.

Arnold, S. W. (Fish market), Customs Street, Auckland.
Auckland Co-operative Fisheries (N.Z.), Ltd., Customs Street West, Auckland.
Benson and Co., Queen Street, Auckland.
Co-operative Fisheries (N.Z.), Ltd., Customs Street West, Auckland.
Dean and Co., Mount Eden Road, Auckland.
Foss, W., Symonds Street, Auckland.
Gabriel, J., Freeman's Bay, Auckland.
Gerbic, I., Queen Street, Onehunga, Auckland.
Griffiths, Queen Street, Onehunga, Auckland.
Howard, C., Marine Square, Devonport, Auckland.
Madden, J., Takapuna, Auckland.
Matthews, C., Mount Eden Road, Auckland.
Maronavitch, M., Karangahape Road, Auckland.
Milicich, T., Remuera Road, Auckland.
Milicich, W., Richmond Avenue, Auckland.
McCallum Bros., Panmure, Auckland.
Nola, P., 182 Symonds Street, Auckland.
Roberts Fish-curing Co., Onehunga, Auckland.
Radonich, J., New Lynn, Auckland.
Sanford Ltd., Freeman's Bay, Auckland.
Sanford, P., Ponsonby Road, Auckland.
Shortland Fish Co., Thames.
Sumich, S., Karangahape Road, Auckland.

Taylor Bros., Thames.
 Thames Fisheries Co., Thames.
 Thames Fishermen's Co-operative, Thames.
 Tolvich, J., Broadway, Newmarket, Auckland.
 Yurak, V., Broadway, Newmarket, Auckland.

SCHEDULE.

Hours of Work.

1. A week's work shall consist of forty-seven hours, to be worked in five shifts of eight and a half hours and one shift of four and a half hours or in four shifts of nine and a half hours and one shift of nine hours. One shift only shall be worked by any worker in each twenty-four hours, and a break of not less than twelve hours shall be allowed any worker between shifts.

Wages.

2. (a) The minimum rates of wages to be paid to adult workers covered by this award shall be £3 17s. per week. Workers wholly or substantially employed as smokers, freezing, or ice-room hands shall be paid not less than £4 2s. per week.

(b) The employment shall be deemed to be a weekly employment, and no deduction shall be made from wages, except for time lost by a worker through his own illness or default, or for any other reason outside the control of the employer.

(c) Where shed hands are engaged removing offal from shed to digester they shall be paid a minimum wage of 5s. per week in addition to the above rate. Where workers are employed on such work for less than one week they shall be paid a minimum rate of 1s. per day extra while so engaged.

Termination of Employment.

3. Not less than seven days' notice in writing shall be given by either party of the termination of the employment, except in the case of casual hands, but nothing in this clause shall prevent an employer from summarily dismissing any worker for wilful misconduct.

Casual Labour.

4. Casual labour may be employed at 1s. 8d. per hour.

Overtime.

5. All time worked on any shift in excess of the hours specified in clause 1 hereof shall be paid for at the rate of time and a quarter for the first three hours, and time and a half thereafter, and shall be calculated daily.

Employment of Boys and Youths.

6. (a) Boys and youths over the age of sixteen years may be employed at the following rates of wages: For the first six months

£1 per week ; for the second six months £1 5s. per week ; for the third six months £1 10s. per week ; for the fourth six months £1 15s. per week ; for the fifth six months £2 per week ; for the sixth six months £2 5s. per week.

(b) No boys or youths under the age of twenty years shall be employed between the hours of 6 p.m. and 6 a.m.

(c) The proportion of boys or youths in the employer's establishment shall be one boy or youth to each two or fraction of two adult workers.

Filling in Spare Time.

7. Workers may be employed at any work within or about the shed or factory when not engaged at their usual employment.

First-aid Equipment.

8. Where three or more workers are employed the employer shall provide, and shall keep in a convenient place in his works, a fully equipped first-aid emergency case.

Holidays.

9. (a) The following holidays shall be observed : New Year's Day, 2nd January, Anniversary Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, and Boxing Day. Except where otherwise provided, work done on these days shall be paid for at the rate of time and a half. On Good Friday, for work done between the hours of 5 a.m. and 10 a.m., time and a half shall be paid, after which double time shall be paid. When workers are employed on Anzac Day they shall be paid time and a half for the first four hours and double time thereafter.

(b) All work done on Sunday by either day hands or night hands shall be paid for at double ordinary rates.

(c) One holiday of one week on full pay shall be granted to each permanent worker under this award on completion of each year of service, and such holiday shall be taken at a time to be fixed by the employer.

Piecework.

10. Piecework shall be permitted on a log to be agreed upon between the employer and his workers.

Disputes.

11. Any dispute in connection with any matter not provided for in this agreement shall be submitted to a committee consisting of two members nominated by the employers and two members nominated by the union, with the Conciliation Commissioner as chairman who, in the event of there being equality of voting by members of the committee, shall have a casting vote. Either party, if dissatisfied with the decision of the committee, 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.

Under-rate Workers.

12. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement 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.

Preference.

13. (a) If any employer shall hereafter engage any worker coming within the scope of this agreement 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. 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 agreement engaged since the 12th day of August, 1929, but before the coming into force of this agreement, who is not a member of the union during the currency of this agreement.

(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 agreement 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, 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.

(c) Whenever an employer shall employ any worker other than a casual worker who is not a member of the union he shall, within twenty-four hours after having received a request from the secretary of the union, give notice in writing of such employment to the secretary of the union.

Scope of Agreement.

14. This agreement shall operate throughout the Northern Industrial District, except that portion thereof which is comprised in the Gisborne Judicial District.

Term of Agreement.

15. This agreement shall come into force on the 19th day of November, 1932, and shall remain in force until the 18th day of November, 1934: Provided that at the end of the first twelve months the wages herein specified may be reviewed on the application of any party to the agreement.

In witness whereof the said assessors have executed these presents pursuant to the said section 5 of the Industrial Conciliation and Arbitration Amendment Act, 1932, the day and the year first before written.

Signed by the assessors appointed on behalf of the Union—

ALFRED MACKENZIE.
A. TAYLOR.
J. KEVEY.
J. SUTTON.

Witness to signatures—Pat Hally.

Signed by the assessors appointed on behalf of the employers—

J. ENWRIGHT.
S. ENSOR.
C. J. MATTHEW.
J. H. DEIGHTON.

Witness to signatures—Pat Hally.