

(11312.) WELLINGTON (TWENTY-FIVE MILES RADIUS) **FISH WORKERS.—AWARD.**

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Wellington Fish Workers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Barnaos, Fish-merchants, 14A Lorne Street, Wellington.
Fishermen's Co-operative, Ltd., Fish-merchants, Dixon Street, Wellington.

N.Z. Fisheries, Limited (R. S. Alward, Managing Director), Wakefield Street, Wellington.

Zino Bros., Fish-merchants, 134 Rintoul Street, Wellington.

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 23rd day of November, 1936, and shall continue in force until the 23rd day of November, 1937, 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 20th day of November, 1936.

[L.S.]

E. PAGE, Judge.

SCHEDULE.

Hours of Work.

1. Subject to the provisions hereinafter contained with regard to shifts, the ordinary weekly hours of work shall not exceed forty-four, and the daily hours may not exceed nine on any one day without payment of overtime. These hours shall be worked on five days of the week between the hours of 6 a.m. and 5 p.m., and on Saturday five hours may be worked between the hours of 6 a.m. and 12 noon.

One hour shall be allowed for a meal between the hours of 7.30 a.m. and 9.30 a.m. and one hour between 12 noon and 1.30 p.m.

Wages.

2. (a) The following rates of wages shall be paid:—

	Per Week.		
	£	s.	d.
Head smoker and curer	5	5	0
Experienced general hands	4	15	0
General hands (with less than two years' experience)	4	5	0

(b) Employees in receipt of a wage in excess of the above-mentioned rates shall not have their wages reduced as a result of this award.

(c) All wages and overtime shall be paid on any day not later than Friday in each week.

Employment of Youths.

3. (a) Youths employed shall be paid not less than the following rates of pay:—

	Per Week.
	£ s. d.
During the first six months of service ..	1 10 0
During the second six months of service	1 15 0
During the third six months of service..	2 0 0
During the fourth six months of service	2 10 0
During the fifth six months of service ..	3 0 0
During the sixth six months of service and thereafter until the age of twenty- one years is reached	3 10 0

(b) The proportion of youths to adult workers in any establishment shall not be more than one youth to each three or fraction of three adult workers employed.

(c) No youth under the age of twenty years shall be employed on night shift.

Casual Labour.

4. Casual labour may be employed at the rate of 2s. 6d. per hour.

Overtime.

5. All time worked in excess of the hours provided shall be paid for at not less than one-half as much again as the ordinary rate.

Shifts.

6. When shifts are worked outside the hours prescribed in clause 1 hereof, eight hours shall constitute the shift. All time worked in excess of the shift shall be paid for as provided in clause 5 hereof, and the conditions shall be those agreed upon between the employer and the union.

Change of Work.

7. At the discretion of the employer any worker may be temporarily employed at any work either within or about the

established place of business or at any branch of the business. Where a worker is transferred under the provisions of this clause, and the work to which he is transferred carries a higher rate of pay, the worker so transferred shall be paid the higher rate of pay while so employed.

The employer shall provide the worker so transferred with apron and white coat where the worker is required by him to wear them.

Washing-time.

8. Five minutes shall be allowed each worker before each meal for the purpose of changing and washing, and hot water shall be provided.

Piecework.

9. Piecework shall be permitted on a log to be agreed upon between the employer and the union.

Holidays.

10. (a) The following holidays shall be allowed without deduction from wages: A whole holiday on every Christmas Day, Boxing Day, New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Labour Day, and Birthday of Reigning Sovereign.

(b) Time worked on any of the above-named holidays or on Sundays shall be paid for at twice the ordinary rate.

(c) Payment of wages for the said holidays shall be made to all persons who have been employed in the factory:—

(i) In the case of Christmas Day, Boxing Day, New Year's Day, Good Friday, or Easter Monday, at any time during the fortnight ending on the day on which the holiday occurs;

(ii) In the case of any other whole holiday, for at least four days during the week ending on the day on which the holiday occurs.

(d) In addition to the above, one week's holiday shall be allowed on full pay to those workers who have been in the employ of the firm for twelve months.

Termination of Employment.

11. 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 an employer from summarily dismissing any worker for misconduct.

Meal-money.

12. When workers are called upon to work overtime in excess of one hour, the employer shall provide such workers with a meal, or, at the employer's option, pay each worker 1s. 6d. meal-money.

Disputes Committee.

13. The essence of this award being that the work of the employer shall not on any account whatsoever be impeded, but shall at all times proceed as if no dispute had arisen between the parties bound by this award, as to any matter whatsoever arising out of or connected therewith, and not specifically dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon, or, in default of agreement, to be appointed by the Court of Arbitration. Either side shall have the right to appeal within fourteen days after such decision has been made known to the party desirous of appealing.

First-aid Equipment.

14. A St. John or similar first-aid outfit shall be placed in each establishment covered by this award. The secretary of the union shall have the right to inspect such outfit to see if it is up to standard.

Tools.

15. The employer shall provide all necessary tools.

Union Officials' Right of Entry.

16. The secretary or other representative of the union shall be permitted to interview employees in working-hours once a month at their place of employment.

Under-rate Workers.

17. (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.

Workers to be Members of Union.

18. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award:

Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.

Scope of Award.

19. This award shall operate within a radius of twenty-five miles of the Chief Post-office, Wellington.

Term of Award.

20. This award shall come into force on the 23rd day of November, 1936, and shall continue in force until the 23rd day of November, 1937.

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 20th day of November, 1936.

[L.S.]

E. PAGE, Judge.

MEMORANDUM.

The only matter referred to the Court was the date of the coming into force of the award.

E. PAGE, Judge.
