

(2402.) DUNEDIN CANISTER-WORKERS.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland 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 Dunedin Canister-workers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Brown and Glaister, Princes Street, Dunedin.

Eustace, J., Moray Place, Dunedin.

Farra Bros., Stafford Street, Dunedin.

Gregg, W., and Co., Rattray Street, Dunedin.

Hudson, R., and Co., Castle Street, Dunedin.

Irvine and Stevenson, Filleul Street, Dunedin.

Kemphorne, Prosser, and Co., Stafford Street, Dunedin.

Lake, E. J., Moray Place, Dunedin.

The Phœnix Company, Maclaggan Street, Dunedin.

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, 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 the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as from the 1st day of August, 1911, and shall continue in force until the 1st day of August, 1913.

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 12th day of September, 1911.

W. A. SIM, Judge.

SCHEDULE.

*Hours of Work.*

1. Forty-eight hours shall constitute a week's work. Work shall cease at noon on Saturday.

*Piecework.*

2. Piecework shall not be permitted unless a log is mutually arranged between an employer and the union.

*Minimum Wage.*

3. Except as hereinafter provided, the minimum rate of wages to adult workers shall be 11½d. per hour.

*Under-rate Workers.*

4. Any worker who considers himself not capable of earning the minimum wage may be paid such less sum (if any) as shall from time to time be agreed upon in writing between the worker, the chairman and secretary of the union, and the employer: in default of such agreement, as shall be fixed in writing by the Inspector of Factories for the industrial district, upon the application of such worker after twenty-four hours' notice to the secretary of the union, who shall (if desired by him) be heard by such Inspector upon such application.

*Overtime.*

5. All time worked beyond the hours hereinbefore mentioned shall be considered overtime, and shall be paid for at the following rates: From 5.30 p.m. till 9 p.m., time and a quarter; from 9 p.m. to 8 a.m., time and a half. Time and a half to be paid for all work done after noon on Saturdays, and also the following holidays: 1st and 2nd January, Easter Monday, Labour Day, Boxing Day, and the birthday of the reigning Sovereign. Double time to be paid for all work done on Good Friday, Christmas Day, and Sundays. When overtime is being worked, tea-money (6d.) to be allowed each worker.

*Boys and Youths.*

6. The minimum wages payable to boys and youths (under twenty-one years of age) shall be: First year, 10s. per week; second year, 15s. per week; third year, £1 per week; fourth year, £1 7s. 6d. per week; fifth year, £1 12s. 6d. per week; after which the minimum wages as fixed for adult workers under this award.

*Proportion of Boys and Youths.*

7. The proportion of boys and youths shall be two boys or youths to every adult worker or fraction thereof. For the purpose of determining the proportion as aforesaid, the adult workers taken into account must have been employed by the employer in the establishment in which such boy or youth shall be taken on for the preceding six calendar months for at least two-thirds full time: Provided that this clause shall not apply to fruit-preserving works during the months of December, January, and February, or to meat-preserving works during the months of May, June, and July.

*Preference of Employment.*

8. Employers shall employ members of the union in preference to non-members, provided that there are members of the union equally qualified with non-members to perform the particular work required to be done, and ready and willing to undertake it.

The union shall at all times keep in some convenient place within one mile from the Chief Post-office, Dunedin, a book, to be called the "employment-book," wherein shall be entered the names and exact addresses of all members of the union for the time being out of employment, with a description of the branch of the trade in which each such workman claims to be proficient, and the names, addresses, and occupations of every employer by whom such workman shall have been employed during the preceding six months. Immediately upon such workman obtaining employment, a note thereof shall be entered in such book, and any change of address of any such workman shall also be forthwith entered in such book. The executive of the union shall use their best endeavours to verify all entries contained in such book, and shall be answerable as for a breach of this award in case any entry therein shall be wilfully false to their knowledge, or in case they shall not have used reasonable endeavours to verify the same. Such book shall be open to every employer without fee or charge at all hours between 8 a.m. and 5 p.m. on every working-day except Saturday, and on that day between the hours of 8 a.m. and noon. If the union fail to keep the "employment-book" in manner provided by this clause, then and in such case, and so long as such failure shall continue, any employer may, if he so thinks fit, employ any person or persons, whether members of the union or not, to perform the work required to be performed, notwithstanding the foregoing provisions. Notice

by advertisement in the two daily papers published in Dunedin shall be given by the union of the place where such "employment-book" is kept, and of any change in such place.

*Females.*

9. Nothing in this award shall apply to females as at present employed.

*Scope of Award.*

10. This award shall apply only to employers carrying on business within a radius of ten miles of the City of Dunedin.

*Term of Award.*

11. This award shall come into force as from the 1st day of August, 1911, and shall continue in force until the 1st day of August, 1913.

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 12th day of September, 1911.

W. A. SIM, Judge.

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MEMORANDUM.

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

W. A. SIM, Judge.