

(4179.) 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.

Hinton, J. H., and Co., South Dunedin.

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

Irvine and Stevenson, Filleul Street, Dunedin.

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

Lake, F. J., Moray Place, Dunedin.

Phoenix 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 re-

quired 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 December, 1915, and shall continue in force until the 30th day of November, 1917, 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 put and affixed, and the Judge of the Court hath hereunto set his hand, this 20th day of December, 1915.

T. W. STRINGER, 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 agreed upon between the employers and the union.

Minimum Wage.

3. The minimum rate of wages for adult canister-workers shall be 1s. 1½d. per hour.

Under-rate Workers.

4. (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.

Overtime and Holidays.

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. to 9 p.m., time and a quarter; from 9 p.m. to 7.30 a.m., time and a half. Time and a half to be paid for all work done after noon on Saturdays, and also for 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 worked tea-money (6d.) to be allowed each worker.

Boys and Youths.

6. The minimum wage payable to boys and youths under twenty-one years of age shall be: First year, 12s. 6d. per week; second year, 17s. 6d. per week; third year, £1 2s. 6d. per week; fourth year, £1 10s. per week; fifth year, £1 15s. per week: afterwards 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. For the purposes 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.

8. (a.) It shall be the duty of every employer when engaging a worker to ascertain whether he is a member of the union, and if

he is not a member of such union the employer shall notify the secretary of the union accordingly within fourteen days from the time of engaging such worker.

(b.) It shall be the duty of every non-unionist engaged as aforesaid to join the union within fourteen days after receiving from the secretary of the union a request in writing to do so, and to remain a member thereof.

(c.) Non-compliance with any of the foregoing provisions shall constitute a breach of this award.

(d.) The foregoing provisions of this clause shall operate only if and so long as the rules of the union shall permit any canister-worker of good character to become a member of the union, without ballot or other election, upon payment of an entrance fee not exceeding 5s., and so to continue a member upon payment of subsequent contributions, whether payable weekly or otherwise, not exceeding 6d. per week, and shall permit any member desiring to resign from the union to do so without being required to pay any fee or penalty of any kind.

Female Labour.

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 fifteen miles from the Chief Post-office in the City of Dunedin.

Term of Award.

11. This award shall come into force as from the 1st day of December, 1915, and shall continue in force until the 30th day of November, 1917.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 20th day of December, 1915.

T. W. STRINGER, Judge.

MEMORANDUM.

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

T. W. STRINGER, Judge.

NOTE.—Section 90, subsection (1) (d), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiration of the currency of the award, the award shall continue in force until a new award has been duly made or an industrial agreement entered into, except where the registration of an industrial union of workers bound by such award has been cancelled.