

CANTERBURY INDUSTRIAL DISTRICT.

(5015). CANTERBURY BACON-WORKERS.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury 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 Canterbury Freezing-works, Bacon, Manure, Soap, and Sausage-casing Makers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Green, T. H., and Co. (Limited), Addington, Christchurch.

Kincaid's Limited, Colombo Street, Christchurch.

McCausland, Sheehan, and Conlan, Belfast Curing Company, Belfast.

Wardell Bros. (Limited), Cashel Street, Christchurch.

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 4th day of October, 1918, and shall continue in force until the 4th day of October, 1920, 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 17th day of October, 1918.

T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work.

1. The hours of work shall not exceed forty-eight hours per week, to be worked between the hours of 7.30 a.m. and 6 p.m. for five days of the week—no work to exceed more than eight hours and three-quarters in any one day; and on one day of the week the hours shall not exceed four and a half, between the hours of 7.30 a.m. and 1 p.m.

Rates of Wages.

2. (a.) The following shall be the minimum rates of wages for the several classes of workers in every bacon-curing department: Head curer, £3 15s. per week; slaughtermen, cutters-up, rollers, and scalders, 1s. 6d. per hour; cellarmen, lardmakers, store hands, and all other hands employed in the department, 1s. 4d. per hour.

(b.) A worker (except the head curer) shall be entitled to be paid only for time actually worked. The wage of the head curer is a weekly wage, and no deduction shall be made therefrom save for time lost through the worker's default.

Employment of Youths.

3. Boys and youths may be employed, at the discretion of employers, at not less than the following rates of wages: Between the ages of fourteen and fifteen years, 12s. per week; between the ages of fifteen and sixteen years, 15s. per week; between the ages of sixteen and seventeen years, 18s. per week; between the ages of seventeen and eighteen years, £1 1s. per week; between the ages of eighteen and nineteen years, £1 5s. per week; between the ages of nineteen and twenty years, £1 10s. per week.

Overtime.

4. All time worked in excess of the hours mentioned in clause 1 hereof shall be considered overtime, and shall be paid for at the rate of time and a quarter for the first four hours and time and a half afterwards.

Holidays.

5. The following shall be holidays: New Year's Day, Easter Monday, Labour Day, Show Day, Boxing Day, King's Birthday, Good Friday, and Christmas Day.

Payment for Holidays.

6. Double time shall be paid for work done on Christmas Day, Good Friday, and Sundays; time and a half shall be paid for work done on New Year's Day, Easter Monday, Labour Day, Show Day, Boxing Day, and the King's Birthday.

Payment of Wages.

7. Wages shall be paid fortnightly. Two days' lie-time shall be allowed.

Under-rate Workers.

8. (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.

Preference.

9. (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 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.

(b.) The provisions of the foregoing 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 6d. per week.

(c.) The provisions hereof shall not apply to any manager or head curer.

Meal-time.

10. Half an hour shall be allowed for each meal. No longer period of work than five hours shall be permitted between each meal.

Scope of Award.

11. This award shall operate throughout the Canterbury Industrial District.

Term of Award.

12. This award shall come into force as from the 4th day of October, 1918, and shall continue in force until the 4th day of October, 1920.

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 17th day of October, 1918.

T. W. STRINGER, Judge.

MEMORANDUM.

This award embodies without alteration the recommendations of the Conciliation Council, which the parties agreed to accept. The award is also made retrospective by agreement of the parties.

T. W. STRINGER, Judge.
