

(7581.) CANTERBURY INDUSTRIAL DISTRICT PAPER-BAG, CARTON,
AND CARDBOARD-BOX MAKERS.—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 Christchurch Printing Trades Industrial Union of Workers (hereinafter called “the union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”):—

Andrews, Baty, and Co. (Limited), Printers and Boxmakers,
184 Hereford Street, Christchurch.

Aulsebrook and Co. (Limited), Montreal Street, Christchurch.

Dainties Limited, Dundas Street, Christchurch.

Duckworth, Turner, and Co. (Limited), Carlyle Street, Christchurch.

Weeks Limited, Madras and Tuam Streets, Christchurch.

Whitcombe and Tombs (Limited), Colombo 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, 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 17th day of September, 1923, and shall continue in force until the 27th day of November, 1924, 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 affixed, and the Judge of the Court hath hereunto set his hand this 5th day of September, 1923.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. The hours of work shall not exceed forty-five per week, to be fixed by each employer subject to the provisions of the Factories Act, 1921.

Wages.

2. (a.) The minimum rates of wages shall be—	Per Week.
	£ s. d.
For the first six months	0 16 6
For the second six months	0 19 0
For the second year	1 4 0
For the third year	1 9 0
For the fourth year	1 14 0
Thereafter	2 0 6
Female overseers in boxmaking department	2 5 6

(b.) Time lost by a worker through sickness or default, or through her voluntary absence from work with the consent of the employer, may be deducted from her wages.

(c.) Overtime shall be paid at the rate of time and a half for the first three hours in any one day, and double time thereafter.

(d.) A female overseer is one who acts under a foreman and who, under his instructions, supervises the work of others.

Holidays.

3. The following holidays shall be observed and paid for: 1st January, Good Friday, Easter Saturday, Easter Monday, Labour Day, Sovereign's Birthday, Show Day, Christmas Day, and Boxing Day. Should any of these holidays fall on a Sunday the following day shall be observed. For work done on any of these holidays double-time rates shall be paid.

4. All workers shall be granted one week's holiday on full pay on completion of each year of service, and at a time to be determined by the employer. If the service should be terminated after the expiration of three months but before the expiration of one year, then the worker shall be entitled to a proportion of the week's holiday according to the length of service or to the equivalent in pay.

Payment of Call.

5. If a worker is required to come back after the completion of the ordinary day's work, and notice has not been given before 11 a. m., the worker shall be paid a call of 1s. 6d. or provided with a meal.

Time Record.

6. No objection shall be made to any employer making use of such time records or other means as shall enable him to ascertain the cost of work done.

Termination of Engagement.

7. Any worker employed for three consecutive months shall be entitled to one week's notice that his or her services are dispensed with, and any such worker leaving his or her employment shall likewise give one week's notice: Provided that nothing herein contained is to affect the right of an employer to dismiss without notice any worker guilty of such misconduct as would at common law justify the immediate dismissal of such worker.

Piecework.

8. Provided that the union and the employer are in agreement, piecework may be worked, provided that the rate for such work shall be such as to enable the worker to earn not less than 15 per cent. above the minimum rates of wages herein provided. If the union and the employer shall not agree as to piecework or as to the rate thereof such dispute shall be settled in the manner provided in clause 12 hereof.

Towels.

9. Where three or more girls are employed, employers shall provide towels, to be changed weekly.

Under-rate Workers.

10. (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.

11. (a.) Upon completion of one year's service in the industry covered by this award a worker may be required by the secretary of the union to become a member thereof, and if he or she shall fail or neglect to become a member thereof within seven days after the receipt by him or her of such notice 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 of good character and sober habits, and employed in the trade, to become a member of the said union upon payment of an entrance fee not exceeding 5s., upon a written or verbal application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

Settlement of Disputes.

12. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at such dispute shall be referred to the Inspector of Awards, who may either decide the same or refer the matter to a Disputes Committee of four, two appointed by the union and two by the employer concerned, those appointed electing a chairman.

Scope of Award.

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

Term of Award.

14. This award shall come into force on the 17th day of September, 1923, and shall continue in force until the 27th day of November, 1924.

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 5th day of September, 1923.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The Court has fixed wages and hours in accordance with its general scale for similar workers. The union claimed the higher rates recently agreed upon in Wellington. The claim could not be conceded by the majority of the Court, for in Wellington the boxmakers had the advantage of being included in the same award with more highly skilled workers, and the wages agreed to were obviously fixed in view of the skill of the latter workers.

[L.S.]

F. V. FRAZER, Judge.