

(7650.) DUNEDIN BOX-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 Otago Box-workers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Evening Star Company (Limited), 102-108 Bond Street, Dunedin.

Hudson, R. and Co. (Limited), 30 Castle Street, Dunedin.

Phoenix Company (Limited), Maclaggan Street, Dunedin.

Ross and Glendining (Limited), High 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, 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 27th day of October, 1923, and shall continue in force until the 27th day of October, 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 26th day of October, 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
And thereafter	..	..	2	3	0

(b.) Time lost by a worker through sickness or default, or through her voluntary absence from work with the consent of the employer, or during the annual closing of the factory for stocktaking or overhaul of machinery, may be deducted from her wages.

Overtime.

3. Any time worked beyond the ordinary hours in any one day shall be deemed to be overtime, and shall be paid for at the rate of time and a half for the first three hours, and double time afterwards. Twenty-four hours' notice shall be given by the employer to any worker called upon to work overtime. When less than twenty-four hours' notice has been given, the sum of 1s. 6d. shall be paid for tea-money.

Holidays.

4. (a.) The following holidays shall be observed: New Year's Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, and Boxing Day.

(b.) If any of the specified holidays shall be generally observed on any other day, such other day shall be deemed to be the holiday for the purposes of this award.

Piecework.

5. Piecework shall not be permitted.

Termination of Engagement.

6. Any journeywoman employed for three consecutive months in any workroom shall be entitled to one week's notice that her services are dispensed with, and any such journeywoman leaving 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.

Matters not provided for.

7. Any dispute in connection with any matter not provided for in this award shall be settled between any 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 Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Conciliation Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

Preference.

8. (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 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.

Under-rate Workers.

9. (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.

Scope of Award.

10. This award shall operate within a radius of ten miles from the Chief Post-office, Dunedin.

Term of Award.

11. This award shall come into force on the 27th day of October, 1923, and shall continue in force until the 27th day of October, 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 26th day of October, 1923.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

This award embodies the recommendations of the Conciliation Council, which the parties agreed to accept. The wages clause was agreed to at the hearing, and the union, in consideration of an increase in the rates of wages, waived its claim for an annual holiday.

[L.S.]

F. V. FRAZER, Judge.