

## (7783.) DUNEDIN WAX-VESTA EMPLOYEES.—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 Wax-vesta Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

The New Zealand Wax Vesta Company (Limited), 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 as hereinafter provided, and shall continue in force until the 28th day of March, 1926, 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 23rd day of May, 1924.

[L.S.]

F. V. FRAZER, Judge.

## SCHEDULE.

*Hours of Work.*

1. Work shall commence at 8 a.m. on five days of the week, and cease at 5 p.m.; on Saturdays work shall commence at 8 a.m. and cease at 11.45 a.m.

*Time for Meals.*

2. On each of the first five days of the week three-quarters of an hour shall be allowed for lunch. In addition to the meal-hour, ten minutes shall be allowed for morning tea.

*Wages.*

3. (a.) *Piecework Rates.*—Work may be done by piecework at such rates as may be agreed upon between the parties. Failing an agreement being reached, the rates shall be fixed by the Court.

(b.) *Weekly Wages for Females.*—For the first six months, £1 1s. 6d. per week; for the second six months, £1 6s. 6d. per week; for the second year, £1 13s. 6d. per week; thereafter, £2 1s. 6d. per week.

(c.) *Boys' Weekly Wages.*—For the first six months, £1 1s. 6d. per week; for the second six months, £1 6s. 6d. per week; for the second year, £1 13s. 6d. per week; for the third year, £1 18s per week; for the fourth year, £2 5s. per week; for the fifth year, £3 per week; and thereafter the rate fixed for adult male workers.

(d.) *Wages for Adult Male Workers.*—Adult male workers employed in or about the factory, £3 16s. per week.

No employee who was, prior to this award coming into force, in receipt of a higher wage than is herein prescribed shall have such wage reduced.

*Overtime and Holidays.*

4. (a.) All time worked on any one day in excess of the regular daily hours shall be paid for at the rate of time and a half for the first four hours, and double time thereafter.

(b.) The following shall be the recognized holidays: Christmas Day, New Year's Day, Sovereign's Birthday, Good Friday, Easter Monday, and Labour Day.

(c.) For any work done on any of the foregoing holidays double time shall be paid.

*Payment of Wages.*

5. Wages shall be paid weekly or fortnightly on Fridays.

*Preference.*

6. (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.

*Under-rate Workers.*

7. (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.

*Matters not provided for.*

8. Any dispute in connection with any matter not provided for in this award shall be mutually arranged between two representatives of the union and the manager. In the event of their being unable to agree the matter shall be referred to the Conciliation Commissioner for settlement. Either party if dissatisfied with the decision of the Conciliation Commissioner shall have the right to appeal to the Court.

*Scope of Award.*

9. This award shall operate only as between the parties hereto.

*Term of Award.*

10. This award in so far as it relates to wages shall be deemed to have come into force on the 28th day of March, 1924, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 28th day of March, 1926.

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 23rd day of May, 1924.

[L.S.]

F. V. FRAZER, Judge.

## MEMORANDUM.

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

[L.S.]

F. V. FRAZER, Judge.