

(8086.) OTAGO AND SOUTHLAND BISCUIT AND CONFECTIONERY
MANUFACTURING 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 Biscuit and Confectionery Manufacturing Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned person, firms, and companies (hereinafter called "the employers") :—

Dunedin.

Ashmore Confectionery Company (Limited), corner Willis and Tewsley Streets.

Clarkson, Lang (Limited), Confectionery-manufacturers, 149 Carroll Street.

Hatton and Co. (Limited), Confectionery-manufacturers, 5 David Street.

Hudson, R., and Co. (Limited), Biscuit and Confectionery Manufacturers, 30 Castle Street.

MacDougall and Co., Confectionery-manufacturers, 326 Moray Place.

Phoenix Company (Limited), Biscuit and Confectionery Manufacturers, 24-26 Maclaggan Street.

Romison, J., and Co., Confectionery-manufacturers, King Street.

Samson, Jas. B., Biscuit-manufacturer, Bridgman Street, Kensington.

Stewart, W., and Co., Confectionery-manufacturers, 19 Maclaggan Street.

Invercargill.

Kingsland, D., and Son (Limited), Biscuit and Confectionery
Manufacturers, 138 Don Street.

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 9th day of March, 1925, and shall continue in force until the 9th day of March, 1927, 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 February, 1925.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. The hours of work shall be in accordance with the Factories Act, 1921-22, and its amendments—viz., forty-eight hours per week for male workers over the age of eighteen years, and forty-five hours per week in the case of other workers.

Overtime.

2. All time worked in any one day in excess of the hours prescribed in clause 1 shall be paid for at time-and-a-half rates for the first four hours, and double time thereafter.

Wages.

3. The following shall be the minimum rates of wages :—

(a.) Workers in charge of departments who have served not less than five years at the trade, £5 2s. per week.

(b.) First assistants who are competent to take charge of departments where not less than three adult male workers are employed, £4 12s. per week.

(c.) Workers operating biscuit-dough brake machines, £4 5s. 6d. per week. (This subclause shall not apply to Kingsland, D., and Son (Limited), Invercargill.)

(d.) General hands over twenty-one years of age, £3 18s. per week.

Workers receiving Higher Wages.

4. Workers receiving higher wages than herein prescribed shall not have their wages reduced.

Youths' Wages.

5. Youths under the age of twenty-one years may be employed at not less than the following rates :—

			Per Week.			
			£	s.	d.	
For the first six months	1	1	6
For the second six months	1	4	0
For the second year	1	9	0
For the third year	1	16	6
For the fourth year	2	6	6
For the fifth year	3	1	6

And thereafter not less than the minimum rate provided for general hands.

Wages (Female Workers).

6. Female workers may be employed at not less than the following rates :—

			Per Week.			
			£	s.	d.	
First six months	0	16	6
Second six months	0	19	6
Third six months	1	2	6
Fourth six months	1	5	6
Fifth six months	1	8	6
Sixth six months	1	11	6
Seventh six months	1	15	6
Eighth six months	1	19	6
And thereafter not less than	2	2	6

Termination of Engagement.

7. Not less than forty-eight hours' notice shall be given by either party of the termination of the engagement, but nothing in this clause shall prevent an employer from summarily dismissing any worker for misconduct.

Payment of Wages.

8. Wages shall be paid at weekly or fortnightly intervals, at the option of the employer, on any day other than Saturday.

Holidays.

9. (a.) The following shall be observed as full holidays: Christmas Day, Boxing Day, New Year's Day, 2nd January, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, and Sovereign's Birthday.

(b.) Any work done on Sundays or any specified holiday or any holiday observed in lieu thereof shall be paid for at the rate of double time.

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 Awards 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.

Notice of Overtime.

11. Twenty-four hours' notice shall be given an employee who is required to work overtime, or he or she shall be paid in lieu thereof 2s. for tea-money.

Preference.

12. (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.

Piecework.

13. Piecework shall be permitted at not less than the piecework rates, subject to variation by mutual consent; provided that any worker employed on piecework shall receive at least 10 per cent. each day more than such worker would receive if employed on weekly wages.

Scope of Award.

14. This award shall operate throughout the Otago and Southland Industrial District.

Term of Award.

15. This award shall come into force on the 9th day of March, 1925, and shall continue in force until the 9th day of March, 1927.

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 February, 1925.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The clauses in dispute related to hours, wages, payment of wages, holidays, and preference. These the Court has settled.

[L.S.]

F. V. FRAZER, Judge.