

NELSON INDUSTRIAL DISTRICT.

(10304.) NELSON CANISTER-WORKERS.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and of section 5 of the Industrial Conciliation and Arbitration Amendment Act, 1932, this 9th day of September, 1932, embodies the terms of the settlement arrived at by the assessors appointed for the hearing of the industrial dispute between S. Kirkpatrick and Co., Ltd., Nelson (hereinafter called "the employer"), of the one part, and the Nelson Branch of the Amalgamated Engineering Union and Allied Trades Industrial Union of Workers (hereinafter called "the union") of the other part, whereby it is mutually agreed by and between the said assessors as follows:—

SCHEDULE.

Hours of Work.

1. The hours of work for males and females respectively shall be as provided by sections 17, 18, and 19 of the Factories Act, 1921, commencing at 7.30 a.m., subject as regards female workers to the consent of the Inspector being obtained in terms of section 18 of the Factories Act, 1921. Employees to be ready and at their respective posts at the appointed hours.

Overtime.

2. (a) All work done in excess of eight hours and three-quarters in any day in the case of males or eight hours and one-quarter on any day in the case of females shall count as overtime and be paid for at the rate of time and a quarter.

(b) Supper and crib time when working overtime shall be paid for.

(c) Meal-money: Employers shall, unless reasonable notice is given, allow meal-money at the rate of 1s. 6d. per meal when workers are called upon to work overtime after 6 p.m. on Mondays to Fridays, inclusive, or after 1 p.m. on Saturdays.

Classes of Work.

3. This agreement applies to workers of the following classes: (a) Journeymen, (b) assistants, (c) youths, (d) female workers.

"Journeyman" means a male worker over the age of twenty-one years who has been actively engaged in the manufacture of canister and preserving tins as used in the employer's business for an aggregate of not less than five years, of which the last three years have been consecutive. "Assistant" means a male worker who is not a journeyman or youth, engaged in the manufacture of canister and preserving tins as used in the employer's business. "Youth" means a male worker under the age of twenty-one years, including a boy. "Female worker" means a female, irrespective of age.

Definitions.

4. This agreement shall apply to workers whilst engaged in the manufacture of canister and preserving tins such as those used for packing fruit, meal, jam, soups, peas, baking-powder, or spices.

Wages.

5. (a) The minimum rates of wages under this agreement shall be: Journeymen, 1s. 7d. per hour; assistants, 9d. per hour; youths and female workers, as provided by section 32 of the Factories Act, 1921.

(b) Payment of wages shall be as follows: Wages shall be paid fortnightly on alternate Fridays within ten minutes of closing-time.

(c) All wages shall be paid on dismissal of a worker or when a worker leaves of his own accord.

Holidays.

6. (a) For work done on Sundays, New Year's Day, Anzac Day, Good Friday, Easter Monday, King's Birthday, Labour Day, Anniversary Day, Christmas Day, Boxing Day, and first Monday in August time and a half shall be paid.

(b) Notice of closing down for the Christmas holidays shall be posted in a conspicuous place at least three days before the holidays.

Sanitary and other Conveniences.

7. (a) It shall be the duty of the employer to provide suitable lockers wherein the employees may keep their clothes, good ventilation, and proper sanitary arrangements, also a sufficient supply of boiling water at meal-hours.

(b) An employer shall provide reasonable facilities for supplying warmth for men working in the workshop in cold weather.

Accidents.

8. (a) A St. John Ambulance (or similar) first-aid compressed kit shall be kept in a convenient and accessible place in every works, also conveniences for a supply of hot water at short notice.

(b) A suitable ambulance first-aid outfit shall be available for any worker to take when employed on outside work.

Tools.

9. The employer shall supply all tools required, such tools to remain the property of the employer, and shall not be taken off the premises except with the permission of the employer.

Assistants.

10. The employer shall be at liberty to engage labour and to arrange the work in such manner as shall suit the requirements of the

business, and there shall be no restriction as to the proportion which the number of assistants, youths, or female workers employed shall bear to the number of journeymen employed.

Preference.

11. If and so long as the rules of the workers' union shall permit any person now employed in the trade in this industrial district, and any person who may hereafter reside in this industrial district and who is a competent journeyman, to become a member of the union upon payment of an entrance fee not exceeding 5s. and of subsequent contributions not exceeding 9d. per week (whether payable weekly or not), upon the written application of the person so desiring to join the union, without ballot or other election, then and in such case employers shall when engaging workmen employ members of the union in preference to non-members, provided that there are members of the union equally competent with non-members to perform the work required to be done and ready and willing to undertake it; but this award shall not compel any employer to dismiss or refuse to continue in his employment any person now legally employed by him.

Under-rate Workers.

12. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement 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 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 lower wage is fixed.

Scope of Agreement.

13. This agreement shall bind only the parties named herein.

Matters not provided for.

14. If any matter arises not provided for in this agreement, or in the Factories Act, 1921, it shall be referred to a committee comprised of three representatives of the union and three representatives of the employer, with an independent chairman, for decision. The decision of a majority of this committee shall be binding.

Term of Agreement.

15. One year, from 1st October, 1932, to 30th September, 1933.

In witness whereof the said assessors have executed these presents pursuant to the said section 5 of the Industrial Conciliation and Arbitration Amendment Act, 1932, the day and year first before written.

D. W. BROWN.

J. A. WILLS.

A. J. CROMIE.

W. R. MONTGOMERY.

W. F. THOMSON.

F. J. TUCKFIELD.

E. F. LORD.

C. MILNER.

Witness to signatures—W. Newton, Conciliation Commissioner.
Nelson, 9th September, 1932.