

(10509.) AUCKLAND (TWENTY-MILES RADIUS) COOPERS.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the undermentioned persons, firms, and companies (hereinafter called “the employers”):—

Auckland Farmers' Freezing Co., Ltd., Endean's Buildings,  
Queen Street, Auckland

Colonial Sugar-refining Co., Ltd., Quay Street, Auckland

Coster, W. R., Cooper, Ponsonby Road, Ponsonby, Auckland

Dominion Breweries, Ltd., Great South Road, Otahuhu, Auckland

Dominion Compressed Yeast Co., Ltd., Williamson Avenue, Auckland

Hellaby, R. and W., Ltd., Quay Street, Auckland

New Zealand Breweries, Ltd., Captain Cook Brewery, Newmarket, Auckland

New Zealand Breweries, Ltd., Lion Brewery, Khyber Pass, Auckland

Sharland and Co., Ltd., Wholesale Chemists, Lorne Street, Auckland

Union Oil, Soap, and Candle Co., Ltd., Albert Street, Auckland

Westfield Freezing Co., Ltd., Quay Street, Auckland

Wolfe, P. G., and Sons, Coopers, Gillies Avenue, Newmarket, Auckland,

and

Auckland Coopers' Industrial Union of Workers, Trades Hall, Hobson Street, Auckland (W. Miller, Secretary), (hereinafter called "the union").

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 2nd day of June, 1934, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

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 28th day of August, 1933.

[L.S.]

F. V. FRAZER, Judge.

#### SCHEDULE.

##### *Hours of Work.*

1. (a) A week's work shall not exceed forty-four hours, to be regulated by each employer according to the special requirements and circumstances of his business, but so that the ordinary hours of work shall be made to fall between the hours of 7.30 a.m. and 5 p.m. on five days of the week, and between 7.30 a.m. and 12 noon on Saturdays. The hours of work shall be so regulated that eight hours shall constitute a day's work on five days of the week and four hours on Saturday.

(b) The foregoing clause (a) as to hours of work shall not apply to the firm of P. G. Wolfe and Sons, Newmarket. This firm may mutually agree with its employees to work the forty-four hours prescribed in clause (a) on five days of the week; such hours shall be so regulated that not more than eight hours and forty-eight minutes shall constitute a day's work.

##### *Meal-hour.*

2. One hour shall be allowed for meals: Provided that less than one hour may be observed by mutual agreement; provided, further, that the meal-time shall not be less than half an hour.

##### *Classification of Workers and Rates of Wages.*

3. (a) Journeymen coopers employed on oak work, other than assembling machined oak-casing casks, £4 12s. 6d. per week.

(b) Journeymen coopers employed assembling staves and finishing casks made of machined soft-woods and assembling machined oak-casing casks, 1s. 10d. per hour.

(c) For coopers' machinists and all other workers employed on other branches of coopering-work: From sixteen to nineteen years of age, inclusive, 1s. 6d. per hour; twenty years of age and over, 1s. 9d. per hour.

(d) The proportion of juniors employed under clause (c) shall be one to two or fraction of two fully paid machinists.

(e) For workers employed under subclause (a) hereof "casual labour" shall be deemed to mean employment of less duration than one week. Casual workers shall be paid at the minimum rate of 2s. 1½d. per hour.

#### *Overtime.*

4. (a) All time worked beyond the hours specified in clause 1 hereof shall be counted as overtime, and shall be paid for at the rate of time and a quarter for the first two hours and time and a half thereafter.

(b) Any worker ordered back to work after 6 p.m. or after 1 p.m. on the day of the half-holiday shall be provided with a meal, or he shall be paid 1s. 3d. meal-money, unless such worker has been notified the previous day that he will be required to work overtime.

(c) When any worker is ordered back to work overtime after 6 p.m. or after 1 p.m. on the day of the half-holiday, a minimum of one hour's overtime shall be paid for:

#### *Holidays.*

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

(b) For all time worked on Sundays, Anzac Day, Good Friday, and Christmas Day double time shall be paid. For all time worked on any of the other holidays aforementioned time and a half rates shall be paid.

For workers employed under clause 3 (a) "double time" shall mean pay at ordinary rates in addition to the weekly wage. "Time and a half" shall mean half the ordinary rates in addition to the weekly wage.

#### *Suburban Work.*

6. (a) Work done at a distance of over two miles from the shop of the employer shall be considered suburban work, and journeymen employed thereon shall be allowed and paid for the time reasonably occupied by them in walking to and from such work, or they shall be conveyed to and from such work at the cost of the employer; but no journeyman residing less than two miles by the nearest convenient mode of access for foot-passengers from the place where the work is to be done, if sent from his home to such work, shall be entitled to the allowance mentioned in this clause.

(b) If any journeyman is required to use the ferry for the purpose of going to or returning from any place outside his employer's shop where the work is to be done his fares shall be paid by his employer, the time to be counted from the usual time of starting work until the worker returns to the Auckland Wharf.

*Payment of Wages.*

7. All wages shall be paid weekly on Friday of each week at the place of employment. For workers employed under clause 3 (a) a full week's notice shall be given by any employer or worker of the intended termination of employment. No deduction shall be made from the weekly wages on account of holidays, wet or bad weather, or for any reason other than the default of the particular worker, or sickness.

*Under-rate Workers.*

8. (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.*

9. (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 this 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 1s. per week, and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being more than three months in arrear, without reasonable excuse, in his contributions to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his contributions, and £1 for misconduct at a meeting of the union.

*First-aid Chest.*

10. A fully equipped first-aid medical outfit shall be provided and maintained in all works, and shall be at all times conveniently accessible to each worker employed.

*Wet Places.*

11. Employers shall provide all workers working in wet places with gum boots.

*Machine Work.*

12. Coopers engaged at machine work shall be subject to the provisions of this award, and any worker engaged at any portion of the cooping industry shall be subject to this award.

*Scope of Award.*

13. This award shall apply to employers carrying on business within a radius of twenty miles from the Chief Post Office in the City of Auckland.

*Term of Award.*

14. This award, in so far as it relates to wages, shall be deemed to have come into force on the 3rd day of June, 1933, 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 2nd day of June, 1934.

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 28th day of August, 1933.

[L.S.]

F. V. FRAZER, Judge.

## MEMORANDUM.

The only matter referred to the Court related to under-rate workers. In other respects the award embodies the recommendations of the Conciliation Council, which the parties agreed to accept.

F. V. FRAZER, Judge.

---