

NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

(10571.) NORTHERN INDUSTRIAL DISTRICT (EXCEPT GISBORNE JUDICIAL DISTRICT) CANISTER-WORKERS.—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 Meat Co., Ltd., Wakefield Street, Auckland C. 1
 Bond, W. H., 9–11, Sale Street, Auckland C. 1
 Bycroft Ltd., Shortland Street, Auckland C. 1
 Cans Ltd., 291 Queen Street, Onehunga, Auckland S.E. 5
 Colonial Sugar Refining Co., Ltd., The, 2 Quay Street, Auckland C. 1
 Gadsden, J., and Co., Ltd., Napier Street, Auckland C. 1
 Harkins and Moulden, Grey Avenue, Auckland C. 1
 Harvey, A., and Sons, Ltd., Albert Street, Auckland C. 1
 Irvine and Stevenson, Ltd., 91 Hepburn Street, Auckland C. 1
 Thompson and Hills, Ltd., Nelson Street, Auckland C. 1
 Westfield Freezing Co., Ltd., Quay Street, Auckland C. 1

and

the Auckland Branch of the Amalgamated Engineering and Allied Trades Industrial Union of Workers, Trades Hall, Auckland (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 from the 1st day of January, 1934, and shall continue in force until the 31st day of December, 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 20th day of December, 1933.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Definitions.

1. This award shall apply to workers engaged in the manufacture of canisters and preserving-tins, such as those used in packing fruit, meat, jam, fish, baking-powder, biscuits, tea, coffee, spices, paint, oil, and petroleum products, tobacco, cigarettes, &c., and other similar classes of work.

Hours of Work.

2. Except as otherwise provided, the ordinary hours of work shall not exceed eight and a half hours on five days of the week, to be worked between the hours of 7.30 a.m. and 5 p.m.; and four and a half hours on the day of the weekly half-holiday, to be worked between the hours of 7.30 a.m. and noon, or alternatively nine hours twenty-four minutes on five days of the week, to be worked between the hours of 7 a.m. and 5.30 p.m.

Overtime and Holidays.

3. (a) Overtime shall be worked as required by the employer, and except as otherwise provided all time worked in any day outside of or in excess of the hours specified in clause 2 hereof shall be paid for at the rate of time and a quarter for the first three hours and time and a half thereafter.

(b) Every worker required to work overtime after 6 p.m., or after 1 p.m. on the day of the half-holiday, shall be paid 1s. meal-money, unless such worker can reasonably go home for a meal or was notified on the previous day of the intention to work overtime.

(c) For work done on Sundays, Christmas Day, and Good Friday double time shall be paid, and for work done on New Year's Day, 2nd January, Easter Saturday, Easter Monday, Labour Day, King's Birthday, or Boxing Day time and a half shall be paid.

(d) No worker shall be required to work for more than five hours continuously without an interval for a meal.

Wages.

4. The minimum wage for journeymen canister-workers shall be 1s. 9d. per hour.

Male Assistants.

5. (a) The minimum wages payable to assistants shall be: For the first year, 15s. per week; for the second year, £1 per week; for the third year, £1 10s. per week; for the fourth year, £1 17s. 6d. per week; for the fifth year, £2 5s. per week; and thereafter the minimum wage specified in clause 4 of this award.

(b) The proportion of male assistants to journeymen shall not exceed five male assistants to each two or fraction of two journeymen employed.

(c) No deductions shall be made from the weekly wages herein prescribed, except for time lost through the worker's sickness, accident, or default, or on account of the temporary closing of the factory for the Christmas and New Year holidays, cleaning or repairing machinery, slackness of trade, shortage of coal or sugar, or any other circumstance over which the employer has not control.

(d) Should any employer wish for any reason to dispense with the services of an assistant, he shall give him a certificate stating the time actually served by the assistant and the branch or branches of the trade at which such assistant has been employed. Such certificate shall entitle the assistant to payment by a future employer of the wages herein provided for assistants according to the time actually served by the assistant at the trade.

Female Labour.

6. Female labour may be employed on the following terms and conditions:—

(a) The hours of work for female workers shall be those prescribed by the Factories Act, 1921–22, and its amendments.

(b) Female labour shall be paid at the following rates: For the first year, 15s. per week; for the second year, £1 per week; for the third year, £1 5s. per week; and thereafter, £1 10s. per week.

(c) The wages of female workers shall be deemed to be weekly wages, and no deductions from same shall be made, except for time lost through the worker's sickness or default, or non-supply of coal or sugar, or on account of the temporary closing of the factory for the cleaning or repairing of machinery.

(d) Overtime may be worked in accordance with the provisions of the Factories Act. The rates of pay for same shall be time and a half, but in no case less than 9d. per hour shall be paid.

(e) Every female worker who has worked in the factory for at least twenty days during the four weeks next preceding any of the following holidays shall be paid for same: Christmas Day, Boxing Day, New Year's Day, 2nd January, Good Friday, Easter Saturday, Easter Monday, King's Birthday, and Labour Day.

Payment of Wages.

7. (a) Wages shall be paid weekly, not later than Friday in each week, within ten minutes of finishing-time.

(b) All wages shall be paid on the dismissal of a worker, but when a worker leaves of his own accord his wages shall be collectable on a day to be agreed upon.

Conveniences.

8. (a) The employer shall provide sanitary conveniences, and provide a suitable place for employees to hang their clothes.

(b) A sufficient supply of hot water shall be available at meal-times to all workers.

(c) A meal-room shall be provided for female workers, and an employee shall be selected to look after the room, and shall prepare hot water for lunch, and be responsible for the cleanliness of the room after lunch. The work of cleaning same shall be done in the employer's time.

Accidents.

9. A modern first-aid emergency case, fully equipped, shall be kept in a convenient and accessible place in every works.

Tools.

10. 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.

Under-rate Workers.

11. (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.

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 fourteen 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. The provisions of this subclause relating to the dismissal of workers shall apply, with equal effect, to any worker coming within the scope of this award engaged since the 21st day of February, 1930, but before the coming into force of this award, who is not a member of the union during the currency of this award.

(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.

Piecework.

13. Piecework shall be permitted in accordance with the Industrial Conciliation and Arbitration Act, 1925, and its amendments.

Matters not provided for.

14. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the local Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the 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.

Exemption.

15. The foregoing provisions of this award shall, so far as the Westfield Freezing Co., Ltd., is concerned, be modified in manner following, that is to say:—

(a) Forty-seven hours shall constitute a week's work, but may be worked within such hours as the exigencies of the employment may reasonably require, but shall not exceed eight and a half hours in any one day.

(b) Overtime shall be paid for any time worked in excess of eight and a half hours on five days of the week, or of four and a half hours on the half-holiday, at the rate of time and a quarter for the first three hours and thereafter time and a half.

(c) Subclause (a) of clause 7 hereof shall not apply to the said company.

Scope of Award.

16. This award shall operate throughout the Northern Industrial District, except that portion thereof which is included in the Gisborne Judicial District.

Term of Award.

17. This award shall come into force on the 1st day of January, 1934, and shall continue in force until the 31st day of December, 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 20th day of December, 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.