

CANTERBURY INDUSTRIAL DISTRICT.

(10418.) CANTERBURY BACON WORKERS.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury 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”):—

Canterbury Frozen Meat Co., Ltd., Belfast
 Flute, W., 68 Cathedral Square, Christchurch
 Green, T. H., and Co., Ltd., Christchurch
 Kincaids Ltd., Colombo Street, Christchurch
 Little, M., 42 North Street, Timaru
 McCallum Bros., Temuka
 Sheehan, T., North Canterbury Bacon Co., Kaiapoi
 Wardell Bros., Christchurch

and

The Canterbury Freezing Works and Related Trades Industrial
 Union of Workers, Christchurch

(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 12th day of March, 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 30th day of March, 1933.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. The hours of work shall not exceed forty-eight hours per week, to be worked between the hours of 7.30 a.m. and 5 p.m. on five days of the week—no work to exceed eight hours and three-quarters in any one day; and on Saturday the hours shall not exceed four and a half, between the hours of 7.30 a.m. and 12 noon.

Wages.

2. The following shall be the minimum rates of wages for the several classes of workers in every bacon-curing department:—

	Per Hour.	
	s.	d.
Slaughtermen, scalders, cutters-up, rollers and curers other than head curers	1	10
Cellarmen	1	8
Lardmakers, store hands, and all other workers employed in the department	1	6 $\frac{3}{4}$

Employment of Youths.

3. (a) Youths may be employed at the discretion of the employers, at not less than the following rates of wages:—

	Per Week.		
	£	s.	d.
First year	0	15	0
Second year	1	0	0
Third year	1	5	0
Fourth year	1	10	0
Fifth year	1	17	6
Sixth year	2	7	6

Provided that a youth entering the trade at nineteen years of age shall be treated as entering in his second year and be paid thereafter in accordance with the above scale, and a youth entering the trade at twenty years of age shall be treated as entering in his third year and be paid thereafter in accordance with the above scale; provided

also that youths employed at the coming into force of this award shall, whilst they continue in their present employment, be paid not less than in accordance with the following scale:—

	Per Week.		
	£	s.	d.
Between sixteen and seventeen years of age ..	1	6	0
Between seventeen and eighteen years of age ..	1	10	0
Between eighteen and nineteen years of age ..	1	18	0
Between nineteen and twenty years of age ..	2	6	0

(b) Where wages are weekly, no deduction shall be made therefrom save for time lost through the worker's default, sickness, or accident.

Overtime.

4. All time worked in any one day in excess of the hours mentioned in clause 1 hereof shall be considered 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. When a worker has been notified of intention to work overtime and overtime is not worked, such worker shall receive one hour's pay at overtime rates.

Payment of Wages.

5. (a) Wages shall be paid weekly, in the employer's time. Two days' lie-time shall be allowed. Any error or omission in the pay-sheet shall be adjusted within forty-eight hours.

(b) If any worker leaves his employment with the employer's consent, or is dismissed by his employer, his wages shall be paid in cash immediately following such leaving or dismissal.

Holidays.

6. The following holidays shall be observed: New Year's Day, Easter Monday, Labour Day, Show Day, Boxing Day, Sovereign's Birthday, Good Friday, and Christmas Day.

Payment for Holidays.

7. Double time shall be paid for work done on Christmas Day, Good Friday, Anzac Day, and Sundays; time and a quarter shall be paid for work done on New Year's Day, Easter Monday, Labour Day, Show Day, Boxing Day, and the Sovereign's Birthday.

General Conditions.

8. (a) Ten minutes spell without stoppage of pay shall be allowed all hands for "smoke-oh" every morning and afternoon.

(b) Disinfectant shall be supplied in any department where necessary.

(c) Suitable facilities for dressing shall be provided, with provision for drying wet clothes.

(d) A St. John Ambulance or similar first-aid outfit shall be provided in each factory.

(e) Slaughterhouse hands shall be supplied with clogs, and canvas material for leggings and aprons.

(f) A sufficient supply of good boiling water shall be provided convenient to the dressing-room.

(g) Sufficient drinking-water of good quality shall be available.

(h) Full and proper provision shall be made for lavatory accommodation, which shall be kept clean and tidy to the satisfaction of the local Inspector of Awards.

(i) Boys and youths under eighteen years of age shall not be allowed to work under water-spray.

Under-rate Workers.

9. (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.

10. (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. 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 3rd day of November, 1927, 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.

Scope of Award.

11. This award shall operate throughout the Canterbury Industrial District.

Term of Award.

12. This award, in so far as it relates to wages, shall be deemed to have come into force on the 13th day of March, 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 12th day of March, 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 30th day of March, 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.