

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT.

(10424.) DUNEDIN (TEN-MILES RADIUS) BOXMAKERS.—INDUSTRIAL AGREEMENT DECLARED TO BE AN AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.

Thursday, the 23rd day of March, 1933.

WHEREAS on the 2nd day of December, 1932, an industrial agreement was made between Messrs. Cadbury, Fry, Hudson, Ltd., and other employers, of the one part, and the Otago Box-workers' Industrial Union of Workers, of the other part: And whereas a duplicate original of the said industrial agreement was, on the 14th day of December, 1932, filed in the office of the Clerk of Awards at Dunedin: And whereas on the 4th day of March, 1933, an application was made to the Court by the parties to the said agreement for an order declaring the said agreement to be an award of the Court: And whereas the Court is satisfied that the said industrial agreement is binding on employers who employ a majority of the box-workers in the Otago and Southland Industrial District, in which district the said industrial agreement was made: And whereas the parties to the said industrial agreement have agreed on certain amendments thereto: Now, therefore, the Court, in pursuance and exercise of the powers vested in it by section 33 of the Industrial Conciliation and Arbitration Act, 1925, and of every other power in that behalf thereunto enabling it, doth hereby order and declare that the said industrial agreement, a copy of which as amended is hereto subjoined, shall, as from the day of the date hereof, be an award of the Court.

[L.S.]

F. V. FRAZER, Judge.

## OTAGO BOXMAKERS' 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 2nd day of December, 1932, embodies the terms of settlement arrived at by the assessors appointed for the hearing of the industrial dispute between Cadbury, Fry, Hudson, Ltd., Evening Star Co., Ltd., Phoenix Co., Ltd., and Ross and Glendining, Ltd., all of Dunedin (hereinafter called "the employers"), of the one part, and Otago Box-workers' 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:—

Between—

Cadbury, Fry, Hudson, Ltd., Castle Street, Dunedin  
 Evening Star Co., Ltd., Stuart Street, Dunedin  
 Phoenix Co., Ltd., Maclaggan Street, Dunedin  
 Ross and Glendining, Ltd., High Street, Dunedin

and

The Otago Box-workers' Industrial Union of Workers, 29  
 Dowling Street, Dunedin.

## SCHEDULE.

*Hours of Work.*

1. The hours of work shall not exceed forty-five per week, to be fixed by each employer subject to the provisions of the Factories Act, 1921-22.

*Wages.*

2. (a) The minimum rates of wages shall be:—

	Per Week.		
	£	s.	d.
For the first six months .. .. .	0	11	6
For the second six months .. .. .	0	14	6
For the second year .. .. .	1	0	0
For the third year .. .. .	1	5	0
For the fourth year .. .. .	1	10	0
And thereafter .. .. .	1	18	0

(b) Time lost by a worker through sickness or default, or through her voluntary absence from work with the consent of the employer, or during the annual closing of the factory for stock-taking or overhaul of machinery, may be deducted from her wages.

(c) Subject to the provisions of the Factories Act, 1921, only time worked shall be paid for.

*Overtime.*

3. Any time worked beyond the ordinary hours in any one day shall be deemed to be overtime, and shall be paid for at the rate of time and a quarter for the first three hours and time and a half thereafter. Twenty-four hours' notice shall be given by the employer to any worker called upon to work overtime. When less than twenty-four hours' notice has been given the sum of 1s. shall be paid for tea-money.

*Holidays.*

4. (a) The following holidays shall be observed: New Year's Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, and Christmas Day.

(b) If any of the specified holidays shall be generally observed on any other day, such other day shall be deemed to be the holiday for the purposes of this agreement.

*Termination of Engagement.*

5. Any journeywoman employed for three consecutive months in any workroom shall be entitled to one week's notice that her services are dispensed with, and any such journeywoman leaving her employment shall likewise give one week's notice: Provided that nothing herein contained shall affect the right of an employer to dismiss without notice any worker guilty of such misconduct as would at common law justify the immediate dismissal of such worker.

*Matters not provided for.*

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

*Preference.*

7. (a) If any employer shall hereafter engage any worker coming within the scope of this agreement 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 agreement 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, 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.

*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 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.

*Scope of Agreement.*

9. This agreement shall operate within a radius of ten miles from the Chief Post-office, Dunedin.

*Term of Agreement.*

10. This agreement shall come into force on the 3rd day of January, 1933, and shall continue in force until the 2nd day of January, 1934.

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.

Signed by the assessors appointed on behalf of the union—

OLIVE McDAIRMID,  
H. M. REEVES,  
A. MCKAY.

Signed by the assessors appointed on behalf of the employers—

ST. C. FERGUSON,  
H. McLEAN,  
JOHN B. ROBERTSON.

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