

CANTERBURY INDUSTRIAL DISTRICT.

(10440.) CANTERBURY PAPER-BAG, CARTON, AND CARDBOARD-BOX MAKERS.—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 ”) :—

Andrews, Baty, and Co., Ltd., Hereford Street, Christchurch
 Cooper, C. W., 85 Westminster Street, St. Albans, Christchurch
 N.Z. Cartons, Ltd., Hereford Street, Christchurch
 Paper Products (N.Z.), Ltd., 196A Hereford Street, Christchurch
 Weeks Ltd., Tuam Street, Christchurch
 Whitcombe and Tombs, Ltd., Colombo Street, Christchurch
 and
 The Christchurch Printing 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 9th 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 5th day of April, 1933.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

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

		<i>Wages.</i>	<i>Per Week.</i>		
			£	s.	d.
2.	The minimum rates of wages shall be :—				
	First six months..	.. ..	0	12	6
	Second six months	.. ..	0	15	6
	Second year ..	.. ..	1	0	6
	Third year ..	.. ..	1	6	0
	Fourth year ..	.. ..	1	12	6
	Fifth year ..	.. ..	1	17	0
	Thereafter ..	.. ..	2	2	0

Deduction from Wages.

3. Time lost through a worker's sickness, default, or accident or voluntary absence from work with the consent of the employer may be deducted from her wages.

Termination of Engagement.

4. Any worker shall be entitled to one week's notice that her services are dispensed with, and any such worker leaving her employment shall likewise give one week's notice.

Overtime.

5. Overtime shall be paid for at the rate of time and a half.

Holidays.

6. The following holidays shall be observed and paid for: 1st January, Good Friday, Easter Monday, Labour Day, Sovereign's Birthday, Christmas Day, Boxing Day, and Show Day.

Should any of these holidays fall on a Sunday such holidays shall be observed on the following Monday.

For work done on Christmas Day, Good Friday, Anzac Day, or on Sundays double rates shall be paid, and for work done on any of the other holidays specified in this clause time and a half rates shall be paid for all such time worked.

Annual Holiday.

7. All workers shall be granted one week's holiday on full pay on completion of each year of service and at a time to be determined by the employer. If the service shall be terminated after the expiration of six months but before the expiration of one year, then the worker shall be entitled to a proportion of the week's holiday according to the length of service, or to the equivalent in pay.

Tea-money.

8. When a worker has to come back after the completion of a day's work and notice has not been given before noon on that day, 1s. tea-money shall be paid, provided such worker cannot reasonably get home for a meal in the time allowed.

Towels.

9. Where three or more girls are employed, employers shall provide towels, which shall be changed weekly.

Payment of Wages.

10. (a) Payment of wages and overtime shall be made not later than Friday of each week, and shall be for work done up to the evening preceding pay-day.

(b) In the case of dismissal, or in the case of a worker leaving of her own accord, all wages due shall be paid in the employer's time and before the employment terminates.

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 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 2nd day of September, 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 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.

Scope of Award.

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

Term of Award.

14. This award, in so far as it relates to wages, shall be deemed to have come into force on the 10th 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 9th 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 5th day of April, 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.
