

**(10461.) OTAGO AND SOUTHLAND MANUFACTURING CHEMISTS' EMPLOYEES.—AWARD.**

In the Court of Arbitration of New Zealand, Otago and Southland 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") :—

Carter, H. W., 25 Maclaggan Street, Dunedin  
Crystal Manufacturing and Packing Co., Ltd., 40 Rattray Street, Dunedin

Gregg, W., and Co., Ltd., Manufacturers, 51 Forth Street, Dunedin

Kempthorne, Prosser, and Co., Ltd., N.Z. Drug Co., Ltd., Stafford Street, Dunedin

Marshall's Proprietary, Ltd., Manufacturers, 204 Crawford Street, Dunedin

Murdoch, Alex., and Co., 35 St. Andrew Street, Dunedin

Neil Manufacturing Co., Ltd., 208 Crawford Street, Dunedin

Sutcliffe, George T., 147 King Street, Dunedin

Wellpark Manufacturing Co., Ltd., 1 Mason Street, Dunedin

Wilkinson, W. M., 11 Manse Street, Dunedin

Wilson Malt Extract Co., Ltd., King Street, Dunedin

Wilson, W. D. M., 32 Baker Street, Caversham, Dunedin

Wunda Proprietary Co. of N.Z., Ltd., Regent Chambers, Octagon, Dunedin,

and

The Dunedin Manufacturing Chemists' Employees' Industrial Union of Workers (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 29th day of May, 1933, and shall continue in force until the 29th day of May, 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 15th day of May, 1933.

[L.S.]

F. V. FRAZER, Judge.

## SCHEDULE.

*Hours of Work.*

1. Forty-five hours shall constitute a week's work, and shall be worked between the hours of 8 a.m. and 5.15 p.m. on the first four days of the week, between 8 a.m. and 5 p.m. on Friday, and between 8 a.m. and noon on Saturday.

*Wages, Male Workers.*

2. The following shall be the minimum rates of wages for adult male workers:—

	Per Week.
	£ s. d.
Laboratory assistants and man in charge of pill-room (qualified) .. .. .	5 0 0
Laboratory assistants and man in charge of pill-room (unqualified) .. .. .	4 0 0
All other workers .. .. .	3 12 0

*Wages, Female Workers.*

3. Females may be employed at not less than the following wages:—

	Per Week.
	£ s. d.
For the first six months .. .. .	0 15 0
For the second six months .. .. .	0 17 6
For the second year .. .. .	1 2 6
For the third year .. .. .	1 7 6
For the fourth year .. .. .	1 13 0
And thereafter .. .. .	1 15 0

This clause shall not operate to reduce the wage of those girls who are at present engaged in the industry with more than four years' experience to less than £1 17s. 6d.

*Wages, Youths.*

4. The following shall be the minimum wages to be paid to youths under twenty-one years of age:—

	Per Week.		
	£	s.	d.
For the first six months .. .. .	0	15	0
For the second six months .. .. .	0	17	6
For the second year .. .. .	1	2	6
For the third year .. .. .	1	7	6
For the fourth year .. .. .	1	15	0
For the fifth year .. .. .	2	10	0

Thereafter the minimum wage prescribed for adult workers.

The proportion of youths shall not exceed one to every three or fraction of the first three adult male workers.

*Holidays.*

5. (a) The following shall be the recognized holidays: Christmas Day, Boxing Day, New Year's Day, 2nd January, Good Friday, Easter Monday, Labour Day, Anzac Day, and Sovereign's Birthday.

(b) If any day shall be generally observed as a holiday in lieu of any of the above-mentioned holidays, such day, for the purposes of this award, shall be substituted for the specified holiday.

(c) For all work done on any of the above holidays double time shall be paid.

*Weekly Employment.*

6. (a) The employment shall be deemed to be a weekly employment, and no deduction shall be made from the weekly wages except for time lost through the worker's default, sickness, or accident.

(b) Not less than seven days' notice shall be given by either party of the termination of the employment, but nothing in this clause shall prevent any employer from summarily dismissing any worker for wilful misconduct.

*Overtime.*

7. All time worked in excess of the hours prescribed in clause 1 hereof shall count as 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. Workers required to come back after the completion of the ordinary day's work shall be paid 1s. tea-money, or be provided with a meal.

*Payment of Wages.*

8. Wages shall be paid weekly on Friday, and in cash: Provided that employers who are at present paying wages fortnightly may continue to do so.

*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 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.

(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.

*Matters not provided for.*

11. 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 Inspector of Awards, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Inspector, 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.

*Scope of Award.*

12. This award shall apply to workers employed in connection with the manufacture of condiments, essences, jelly-crystals, and malt-extracts, and the manufacture, bottling, and packaging of chemical products and foodstuffs for veterinary, medicinal, and household use, and shall operate throughout the Otago and Southland Industrial District.

*Term of Award.*

13. This award shall come into force on the 29th day of May, 1933, and shall continue in force until the 29th day of May, 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 15th day of May, 1933.

[L.S.]

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F. V. FRAZER, Judge.

MEMORANDUM.

The only matter referred to the Court was the date of the coming into force of the award. In other respects the award embodies the recommendations of the Conciliation Council, which the parties agreed to accept.

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F. V. FRAZER, Judge.