

(10485.) CHRISTCHURCH CANISTER 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 J. Gadsden and Co., Ltd., 118 Durham Street, Christchurch (hereinafter called “ the employers ”) and the Christchurch Branch of the Amalgamated Engineering and Allied 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 31st 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 30th day of June, 1933.

[L.S.]

____ F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. Forty-five hours shall constitute an ordinary week's work, to be worked between the hours of 8 a.m. and 5 p.m. on Mondays to Fridays, and between 8 a.m. and 12 noon on Saturdays.

Overtime.

2. (a) Overtime shall be worked as agreed by the employer. Time worked in excess of or outside the hours mentioned in clause 1 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.

(b) If workers are required to work after 6 p.m. on Mondays to Fridays inclusive, or after 1 p.m. on Saturdays, meal-money at the rate of 1s. 3d. shall be allowed to each worker working overtime, unless such worker can reasonably get home for a meal in the time allowed or unless notification of the intention to work such overtime is given before the time of ceasing work on the day previous.

Holidays.

3. The following shall be the recognized holidays: New Year's Day, Good Friday, Easter Saturday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, and Boxing Day.

Work done on Good Friday, Anzac Day, Christmas Day, or Sundays shall be paid for at double time, and work done on any of the other holidays specified herein at time and a half rates for actual time worked on such days.

Definitions.

4. 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.

Wages.

5. (a) Senior males : The minimum rate of wages for senior male canister workers shall be 1s. 9d. per hour.

(b) Youths and boys : The minimum wages payable to boys and youths shall be as follows :—

				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	15	0

Thereafter the minimum rate of wages as provided in sub-clause (a) hereof.

(c) Female workers : Female labour shall be paid the following minimum rates :—

				Per Week.		
				£	s.	d.
First six months	..	..	..	0	12	6
Second six months	..	..	..	0	15	0
Third six months	..	..	..	0	17	6
Fourth six months	..	..	..	1	0	0
Third year	..	..	..	1	5	0
Thereafter	..	..	..	1	10	0

Payment of Wages.

6. (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 at the ordinary time of payment on the following Friday, except in cases of hardship.

(c) No deduction shall be made from the weekly wages herein prescribed except through time lost through the temporary closing of the factory through the Christmas and New Year holidays, or through the sickness, accident, or default of the worker, or through slackness of trade, or through any circumstances over which the employer has no control.

Accidents.

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

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.

Tools.

9. 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.

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 9d. 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.

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.

Scope of Award.

12. This award shall apply to the parties named herein and to such other parties as may be added by the Court from time to time.

Term of Award.

13. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of June, 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 31st 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 30th day of June, 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.