

CANTERBURY INDUSTRIAL DISTRICT.

(10595.) CANTERBURY BUTTER FACTORIES EMPLOYEES.—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 ”):—

Akaroa Co-operative Butter Co., Akaroa
 Ashburton Co-operative Dairy Factory, Ashburton
 Cam Dairy and Produce Proprietary, Rangiora
 Canterbury Alpine Dairy Co-operative, Timaru
 Canterbury Central Co-operative Dairy Factory, Addington
 Caroline Dairy Co-operative, Fraser and Stafford Streets,
 Timaru
 Christchurch Dairy Co., 51 Tuam Street, Christchurch
 Kiwi Dairy Proprietary, 222 St. Asaph Street, Christchurch
 Mid-Canterbury Dairy Co., Ltd., 161 Lichfield Street, Christ-
 church
 Mount Hutt Co-operative Dairy Co., Methven
 Sefton Proprietary Dairy Co., Sefton
 Tai Tapu Co-operative Dairy Co., 86 Moorhouse Avenue, Christ-
 church
 Temuka Co-operative Dairy Co., Temuka
 Waimate Co-operative Dairy Co., Ltd., Waimate

and

The Canterbury Dairy Factories 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 as hereinafter provided, and shall continue in force until the 30th day of April, 1935, 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 26th day of March, 1934.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. (a) The hours of work shall not exceed fifty-two per week from the 1st day of September until the 30th day of April, or forty-four per week from the 1st day of May until the 31st day of August.

(b) Any worker employed during the period from September to April inclusive who is discharged (except for incompetence or dishonesty) shall be entitled to an adjustment of his wages on the basis of a forty-eight-hour week for the time he has been employed.

Wages.

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

		Per Week.		
		£	s.	d.
(i) In factories of 500 tons and over output—				
Butter-maker	5	0
First assistant	4	10
Second assistant	4	0
All other adults	3	15
(ii) In factories of under 500 tons output—				
Butter-maker	4	10
First assistant	4	0
All other adults	3	15

(b) Boiler Attendants: Where the services of the worker require that he shall hold a first-class certificate and he is the holder of such certificate, he shall receive not less than £4 8s. per week. Where the services of the worker require that he shall hold a second-class certificate and he is the holder of such certificate, he shall receive not less than £4 3s. per week. Where the services of a worker require no certificate he shall receive not less than £3 19s. 6d. per week.

(c) Any workers engaged in cleaning and/or chipping boilers and/or flues shall be paid an extra sum of 2s. 6d. per day.

Casual Workers.

3. Additional workers may be employed as casuals where the duration of employment is less than one week, or temporarily to replace permanent employees where the duration of the employment is more than one week, at 1s. 7d. per hour.

A "week" herein shall mean fifty-two hours in the long season and forty-four hours in the short season.

Youths.

4. Youths may be employed at the following rates :—

	Per Week.		
	£	s.	d.
Under fifteen years of age	0	15	0
Fifteen to sixteen years of age	1	0	0
Sixteen to seventeen years of age	1	5	0
Seventeen to eighteen years of age	1	12	6
Eighteen to nineteen years of age	2	0	0
Nineteen to twenty years of age	2	10	0

Deductions from Wages.

5. No deduction shall be made from the weekly wages provided herein for any cause other than time lost through the worker's own default, sickness, or accident, or through any circumstances beyond the control of the employer.

Overtime.

6. All time worked in excess of the hours provided in clause 1 (a) hereof shall be paid for at the rate of time and a quarter for the first four hours and time and a half thereafter.

Holidays.

7. Every worker in butter-factories other than casuals who shall have worked not less than eight months during the same year for the same employer shall be entitled to two weeks' holiday on full pay, and a holiday of proportionate duration shall be allowed each worker who shall have worked less than eight months during the same year for the same employer, but not less than two months. For the purpose of this clause the year shall be reckoned from the date of the commencement of the contract of service. Such holiday shall be taken during the period known as "the off season," and shall be taken at a time to be fixed by the employer.

Disputes.

8. 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 Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within fourteen days after such decision shall have been communicated to the party desiring to appeal.

Termination of Engagement.

9. Workers other than casuals who have been in the employ of the employer for not less than three months shall give a week's notice, or shall receive a week's notice, of the termination of their engagement, but this shall not prevent an employer from summarily dismissing an employee for misconduct.

Exemption.

10. The Mount Hutt Co-operative Dairy Co. is exempted from the observance of the provisions of this award until the next sittings of the Court at Christchurch, provided that (a) it then applies for and is awarded special provisions in view of its special circumstances, and that (b) such special provisions (if any) in so far as they relate to wages shall be operative retrospectively to the date of the coming into force of this award.

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 22nd day of September, 1929, 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 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.

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 13th day of November, 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 30th day of April, 1935.

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 26th day of March, 1934.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The Court was asked to strike out the name of the Mount Hutt Co-operative Dairy Co. from the list of parties. The Court is satisfied that the operations of the company are on a very small scale, and that the existing classification of factories is probably unsuitable to its circumstances. It is thought, however, that the company's name should not be struck out of the list of parties, but that leave should be reserved to it to apply for special provisions in lieu of those of the general provisions of the award as may appear to be inapplicable. It is suggested that the parties confer as to any special provisions to be inserted, and the Court is prepared to make a final order on being advised by them of the terms of a settlement, without the formality of a hearing.

F. V. FRAZER, Judge.
