

(10735.) CANTERBURY MANURE, TALLOW, ACID, SOAP, AND  
CANDLE 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 the undermentioned persons, firms, and companies (hereinafter called “the employers”):—

Canterbury By-products Co., Ltd., 227 Manchester Street,  
Christchurch

Kempthorne, Prosser, and Co.'s N.Z. Drug Co., Ltd.,  
Hornby and Christchurch

Patrick, E., and Co., Sockburn

Superbus Packing Co., Ltd., Madras Street, Christchurch

Zealandia Soap and Candle Co., Ltd., Belfast (registered  
office, 202 Hereford Street, Christchurch)

and

the Canterbury Freezing-works and Related Trades 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 1st day of February, 1935, and shall continue in force until the 31st day of January, 1936, 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 31st day of January, 1935.

[L.S.]

F. V. FRAZER, Judge.

#### SCHEDULE.

##### *Hours of Work.*

1. (a) The week's work shall consist of forty-eight hours, to be worked between the hours of 7.30 a.m. and 5 p.m. on five days of the week (the day's work not to exceed eight and a half hours on any day) and on one day of the week the hours shall not exceed five and a half, to be worked between the hours of 7.30 a.m. and 1 p.m.

(b) At the works of Kempthorne, Prosser, and Co.'s N.Z. Drug Co., Ltd., the hours of work shall be forty-four per week, eight hours to be worked on five days of the week, between 7.30 a.m. and 5 p.m., and four hours on Saturday between 7.30 a.m. and 12 noon.

(c) The Canterbury By-products Co., Ltd., may employ its workers between the hours of 8 a.m. and 5.30 p.m., with half an hour for dinner.

(d) *Shifts.*—(i) Where continuous shifts are worked each shift shall consist of eight hours, including crib-time (crib-time to be not more than thirty minutes).

(ii) Where an extra shift is worked, such as night-shift, the same shall consist of eight and a half hours, including thirty minutes crib-time, the time of starting work to be fixed for the convenience of the business. Unless two such shifts are worked on consecutive working-nights they shall not be deemed to be extra shifts.

(iii) An annual holiday of ten working-days on full pay shall be allowed to all workers working on continuous shifts seven days per week on completion of each twelve months' service. For less than twelve months' service such holiday shall be allowed *pro rata*.

#### *Wages.*

2. (a) Workers employed shall be paid as follows: Tallow-workers, manure-workers (including chemical manure), and acid-workers, 1s. 7½d. per hour; chambermen and other workers on continuous shifts, 1s. 9d. per hour; soap and candle workers, 1s. 7¼d. per hour.

(b) Workers on extra shifts shall be paid 1d. per hour additional to the foregoing rates. Men in charge of extra shifts shall receive a further 1s. per shift in addition.

(c) Men engaged chipping boilers or digesters, cleaning sulphur or boiler-flues, cleaning den flues and fan, shall be paid at the rate of time and a half.

(d) Workers engaged in discharging shipments of sulphur shall be paid 2½d. per hour in addition as dirt-money.

#### *Employment of Youths.*

3. (a) Youths may be employed at the discretion of the employers at not less than the following rates of wages:—

	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	17	6
Sixth year	2	7	6

Provided that a youth entering the trade at nineteen years of age shall be treated as entering in his second year and be paid thereafter in accordance with the above scale, and a youth entering the trade at twenty years of age shall be treated as entering in his third year and be paid thereafter in accordance with the above scale.

(b) Where wages are weekly, no deductions shall be made therefrom save for time lost through the worker's default, sickness, or accident, or for time lost on account of the temporary closing of the factory for cleaning or for the repairing of the machinery.

#### *Overtime.*

4. All time worked in any one day beyond the hours hereinbefore mentioned shall be considered overtime, and shall be paid for at the rate of time and a quarter for the first three hours, and thereafter at the rate of time and a half. Double time shall be paid for work done on Sundays, Good Friday, Labour Day, and Christmas Day; on all other holidays the rate shall be time and a half. This clause shall not apply to men on continuous shifts till more than eight hours have been worked.

#### *Holidays.*

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

#### *Payment of Wages.*

6. Wages shall be paid weekly; two days' lie-time shall be allowed.

#### *General.*

7. (a) An interval of ten minutes duration for smoking shall be allowed morning and afternoon without deduction from the men's wages, provided that special conditions which have hitherto obtained in any department shall continue. This subclause shall not apply to Kempthorne, Prosser, and Co.'s N.Z. Drug Co., Ltd., except when unloading rock and sulphur.

(b) Proper provision shall be made for dining and dressing accommodation. The employer shall be held responsible for the room being kept clean.

(c) Workers shall be supplied, where necessary, with aprons, leggings, clogs, or gum-boots.

(d) Suitable washing-accommodation shall be provided; both hot and cold water shall be laid on.

(e) Sufficient drinking-water of good quality shall be provided.

(f) Lavatory accommodation shall be kept clean.

(g) A suitable covered bicycle-stand shall be provided by the employer.

(h) Goggles shall be supplied to men working amongst or handling sulphur.

(i) Respirators shall be allowed to workers where necessary.

(j) When men are required to work overtime after 6 p.m. and have not been notified the night previous, a suitable meal, consisting of at least bread, butter, jam, and meat or cheese, with tea, coffee, or cocoa, and milk, shall be provided by the employer.

(k) Double rates shall be paid to men employed skinning or cutting up animals which have died or been killed four hours prior to reaching the works.

(l) An approved first-aid outfit shall be available at each works.

(m) In all cases where men are called out and there is no work, or less than two hours' work, available, they shall receive a minimum of two hours' pay at the rate specified.

#### *Preference.*

8. (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. 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 8th day of March, 1928, 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 1s. per week for the first month, and thereafter upon payment of an annual

fee not exceeding £1 10s., which shall include the entrance fee and first month's contributions, 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.*

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.

*Scope of Award.*

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

*Term of Award.*

11. This award shall come into force on the 1st day of February, 1935, and shall continue in force until the 31st day of January, 1936.

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 31st day of January, 1935.

[L.S.]

F. V. FRAZER, Judge.

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## 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.

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