

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 Otago and Southland Manufacturing Chemists' Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

- Carter, H. W., 25 Maclaggan Street, Dunedin.  
 Colombo Tea Co., Ltd., 405 Princes Street, Dunedin.  
 Dunedin Brewery and Wilson Malt Extract, Water of Leith, Dunedin.  
 Gregg and Co., Ltd., 51 Forth Street, Dunedin.  
 Kempthorne, Prosser, and Co., Ltd., N.Z. Drug Co., Ltd., Stafford Street, Dunedin.  
 Lane Medicine Co., Ltd., Harbour Street, Oamaru.  
 Marshall's Proprietary, Ltd., 204 Crawford Street, Dunedin.  
 Murdoch, A., and Co., Ltd., 35 St. Andrew Street, Dunedin.  
 Neil Manufacturing Co., Ltd., 208 Crawford Street, Dunedin.  
 Sentry Products, Ltd., Invercargill.  
 Strang, David, Ltd., 118 Esk Street, Invercargill.  
 Thompson's Crystal Products, Ltd., 40 Rattray Street, Dunedin.  
 Wellpark Manufacturing Co., Ltd., 4 Mason Street, Dunedin.  
 Wilson, Balk, and Co., Ltd., 38 Jetty Street, Dunedin.  
 Wright, William, and Co., Ltd., 464 King Street, Dunedin.

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 3rd day of June, 1939, 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 17th day of June, 1938.

[L.S.]

P. J. O'REGAN, Judge.

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SCHEDULE.

*Industry to which Award applicable.*

1. This award shall apply to the manufacture, bottling, and packaging of condiments, essences, jelly-crystals, coffee, spices, malt-extracts, and chemical products and foodstuffs for veterinary, medicinal, and household use.

*Hours of Work.*

2. The ordinary hours of work shall be forty per week, to be worked between 8 a.m. and 5 p.m. on Monday to Friday, both days inclusive: Provided that in the case of malt-extract work the hours may be worked outside the prescribed clock hours on Monday to Saturday, both days inclusive, so long as the week's work does not exceed forty hours and the day's work, except for the usual meal-time, which shall not exceed

one hour, is continuous: Provided, further, that in establishments which handle fruit and other seasonal and perishable goods workers may be employed during the months of December to March, inclusive, for four hours between 8 a.m. and noon on Saturdays. Weekly workers so employed shall be paid, in addition to the weekly wage, time and a quarter rates for the time worked.

#### *Wages.*

3. (a) Male Workers: 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) .. ..	6   1   6
Laboratory assistants and man in charge of pill-room (unqualified) .. ..	4   18   0
All other workers .. ..	4   10   0

(b) Female Workers: Females may be employed at not less than the following rates of wages:—

	Per Week.
	£   s.   d.
First six months .. ..	0   17   6
Second six months .. ..	1   1   6
Third six months .. ..	1   5   6
Fourth six months .. ..	1   9   6
Fifth six months .. ..	1   13   6
Sixth six months .. ..	1   17   6
Seventh six months .. ..	2   2   6
Thereafter .. ..	2   7   6

#### *Boys and Youths.*

4. Boys and youths up to the age of twenty may be employed in the proportion of one boy or youth to every three or fraction of three fully paid adult male workers at not less than the following rates:—

	Per Week.
	£   s.   d.
First six months .. ..	1   0   0
Second six months .. ..	1   4   0
Third six months .. ..	1   8   0
Fourth six months .. ..	1   12   0
Fifth six months .. ..	1   16   0
Sixth six months .. ..	2   2   0
Fourth year .. ..	2   10   0
Fifth year .. ..	3   5   0

Thereafter, not less than the minimum rate payable to adult male workers.

*Casual Workers.*

5. Workers employed for less than one week shall be deemed to be casuals, and shall be paid not less than the following rates:—

		Per Hour.	
		s.	d.
Adult males	.. .. .	2	6
Adult females	.. .. .	1	3

*Holidays.*

6. (a) The following shall be the recognized holidays: Christmas Day, Boxing Day, and the intervening days up to and including the day following New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, and the Sovereign's Birthday.

(b) No deduction shall be made from the wages of any worker in respect of the foregoing holidays.

(c) For any work done on any of the above-mentioned days double time rates shall be paid.

(d) Should any of the holidays mentioned in subclause (a) hereof, except Anzac Day, fall on a Sunday, then such holiday shall be observed on the next working-day.

*Payment of Wages.*

7. Wages shall be paid weekly, in cash, in the employer's time, not later than Friday in each week.

*Weekly Employment.*

8. (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 one week's notice of the termination of the employment shall be given by either party, but nothing in this clause shall prevent the employer from summarily dismissing any worker for wilful misconduct.

*Overtime.*

9. All time worked outside of or in excess of the hours prescribed in clause 2 hereof shall be considered overtime, and shall be paid for at the rate of time and a half for the first three hours and at double time rates thereafter. If a worker is required to come back after the completion of the ordinary day's work, the worker shall be paid 1s. 6d. tea-money.

*Wet Work.*

10. Gum boots and waterproof aprons shall be provided for all workers required to do wet work.

*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 to the other party within fourteen days after such decision shall have been communicated to the party desiring to appeal.

*Extension of Hours under Factories Act.*

12. Pursuant to the provisions of section 3 of the Factories Amendment Act, 1936, the limits of hours fixed by subsection (1) of that section are hereby extended upon the terms of this award in respect of every occupier of a factory bound or to be bound by this award.

*Workers to be Members of Union.*

13. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

*Under-rate Workers.*

14. (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.

*Application of Award.*

15. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto, every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial district to which this award relates.

*Scope of Award.*

16. This award shall operate throughout the Otago and Southland Industrial District.

*Term of Award.*

17. This award, in so far as it relates to wages, shall be deemed to have come into force on the 3rd day of June, 1938,

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 3rd day of June, 1939.

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 17th day of June, 1938.

[L.S.]

P. J. O'REGAN, 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 arrived at by the assessors in Conciliation Council.

P. J. O'REGAN, Judge.