

CANTERBURY GELATINE AND GLUE 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 its amendments; and in the matter of an industrial dispute between the Canterbury Freezing-works and Related Trades Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned company (hereinafter called "the employers") :—

Davis Gelatine (N.Z.), Ltd., Woolston, Christchurch
S.E. 1.

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 November, 1941, 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 duly appointed delegate of the Court hath hereunto set his hand, this 23rd day of December, 1940.

[L.S.] J. A. GILMOUR, Stipendiary Magistrate,
Acting as a duly appointed delegate
of the Court of Arbitration.

SCHEDULE.

Industry to which Award shall apply.

1. The industry to which this award shall apply is gelatine and glue manufacturing as carried on by Davis Gelatine (N.Z.), Ltd.

Hours of Work.

2. (a) The ordinary hours of work for workers other than shift-workers shall not exceed forty-four per week from 1st January to 30th June inclusive, to be worked between the hours of 8 a.m. and 5 p.m. on five days of the week and 8 a.m. and 12 noon on Saturdays, and forty hours per week from 1st July to 31st December inclusive, to be worked between the hours of 8 a.m. and 4.15 p.m. on five days of the week and 8 a.m. and 12 noon on Saturdays.

(b) The weekly hours for shift-workers shall not exceed forty, which may be worked over six days of the week, provided that no shift exceeds eight hours, inclusive of crib-time.

(c) Notwithstanding the provisions of subclause (a) hereof, the management may, by agreement with the union, vary the daily hours of commencing and ceasing work.

(d) The hours of work for females and boys under sixteen years of age shall be forty per week, which may be worked over five and a half days.

Wages.

3. The following shall be the minimum rates of wages:—

(a) Filtermen on continuous shifts, 2s. 6½d. per hour.

(b) Other shift-workers, 2s. 5d. per hour.

(c) Grease filtermen (when filtering), 2s. 5d. per hour.

(d) All other workers, 2s. 4d. per hour.

(e) Workers while engaged in crushing and bagging Kesilghur shall be paid 2d. per hour extra.

(f) Feeder and sewer while engaged in crushing bone-dust shall be paid 3d. per ton extra.

- (g) Workers while loading pans from sulphur-vats shall be paid collectively 1s. 9d. per vat extra, to be divided equally amongst each member of the gang.
- (h) Workers while engaged in chipping boilers, digestors, or cleansing boiler-flues shall be paid 1s. per hour extra.
- (i) Provided pans are unloaded whilst hot, workers unloading trotter-pans and glue-pans who are actually working in the pans shall be paid 6d. per pan each extra.

Employment of Youths.

4. (a) Boys and youths may be employed at the discretion of the employer at not less than the following weekly rates of wages:—

Age at commencing Employment.	First Six Months.	Second Six Months.	Third Six Months.	Fourth Six Months.	Fifth Six Months.	Sixth Six Months.	Seventh Six Months.	Eighth Six Months.	Fifth Year.
Under 16 ..	20/-	25/-	30/-	35/-	40/-	45/-	50/-	55/-	60/-
16 to 17 ..	25/-	30/-	35/-	40/-	45/-	50/-	55/-	60/-	..
17 to 18 ..	30/-	35/-	40/-	45/-	50/-	55/-	60/-

Thereafter, or on attaining the age of twenty-one years, the rates prescribed in clause 3 hereof.

(b) Boys shall not be employed in the yard.

Employment of Females.

5. (a) No female worker shall be required to lift any weight in excess of 28 lb.

(b) Suitably heated dressing-rooms shall be provided for female workers.

(c) The minimum rates of wages for female workers shall be as follows:—

	Per Week.		
	£	s.	d.
For the first six months	1	0	0
For the second six months	1	5	0
For the third six months	1	10	0
For the fourth six months	1	15	0
For the fifth six months	2	0	0
For the sixth six months	2	5	0
Thereafter	2	12	6

Provided that a worker of the age of twenty-one years or upwards shall be paid not less than the basic wage for the time being prevailing.

Increase in Rates of Remuneration.

6. All rates of remuneration, including time and piece wages and overtime and other special payments, provided for in this award shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940 increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Overtime.

7. Except where otherwise provided, all time worked in excess of the hours mentioned in clause 2 hereof in any one day shall be considered overtime and shall be paid for at the rate of time and a half for the first four hours and double time thereafter. This shall apply to men on shift only after eight hours have been worked.

Holidays.

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

(b) When any of the above holidays, other than Anzac Day, falls on a Sunday, such holiday shall be observed on the following Monday. When Christmas Day falls on a Sunday, Boxing Day shall be observed on the Tuesday following.

(c) Payment for the above-mentioned holidays shall be made to all hourly workers in accordance with the provisions of the Factories Act, 1921-22, as amended: Provided that no workers shall receive payment for any holiday or part of a holiday which falls outside of the ordinary working-week.

(d) All work performed on the above-mentioned holidays shall be paid for at double rates in addition to any payment to which a worker is entitled to under subclause (c) hereof, and all work performed on Easter Saturday shall be paid for at time and a half rates.

(e) All work performed on Sundays shall be paid for at double rates.

(f) A holiday of one week on full pay shall be granted to each worker at the termination of each twelve months' service from 1st June, 1940, or from the date of the commencement of the employment, whichever is the earlier, such annual holiday to be exclusive of holidays provided for in subclause (a). Holidays shall be taken between the months of June and December at a time to be arranged between the employer and

the worker concerned. In the event of a worker's employment being terminated, except by reason of default or misconduct on the part of the worker, after three months' continuous service, such worker shall be paid a *pro rata* amount for holiday leave.

Payment of Wages.

9. Wages shall be paid weekly. Two days' lie time shall be allowed. Any error or omission in the pay-sheet shall be adjusted, where possible, within forty-eight hours.

General Provisions.

10. (a) Ten minutes' "smoke-oh" shall be allowed during the morning of each day.

(b) Dining-room and dressing accommodation and facilities for drying clothes shall be provided by the employer, who shall be held responsible for the place being kept clean.

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

(d) Suitable bathing-accommodation shall be available for workers, and both hot and cold water shall be laid on and shall be readily accessible to workers.

(e) Drinking-water of good quality shall be provided for workers.

(f) A hot-water urn shall be provided convenient to the dressing-rooms.

(g) Lavatory accommodation shall be provided and kept clean.

(h) A suitable covered bicycle-stand shall be provided.

(i) Respirators shall be allowed to workers employed on crushing Kesilghur and bone-dust.

(j) Where possible, sulphur-vats shall be drained off at least four hours before men are required to work in them. In the case of any dispute as to whether it is possible to comply with this subclause, the workers concerned shall have the right to appeal to the manager.

(k) A first-aid outfit, suitably equipped, shall be available at the works.

Disputes.

11. Anything not provided for in this award, or any dispute that may arise over anything that is provided for in this award, shall be mutually arranged between two representatives of the union and the works-manager. In the event of their being unable to agree, the matter shall be referred to

the Conciliation Commissioner for settlement. Either side, if dissatisfied with the decision of the Conciliation Commissioner, shall have the right to appeal to the Court.

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 such award.

Workers to be Members of Union.

13. (a) Subject to the provisions of section 18 (5) (b) of the Industrial Conciliation and Arbitration Amendment Act, 1936, 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.

(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 wages, to examine the permit or agreement by which such wage is fixed.

Scope of Award.

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

Term of Award.

16. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of December, 1940, 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 November, 1941.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the duly appointed delegate of the Court hath hereunto set his hand, this 23rd day of December, 1940.

J. A. GILMOUR, Stipendiary Magistrate,
Acting as a duly appointed delegate
of the Court of Arbitration.

[L.S.]

MEMORANDUM.

This award embodies the recommendations arrived at by the assessors in Conciliation Council. Wages have been made payable retrospectively, by agreement of the parties.

J. A. GILMOUR, Stipendiary Magistrate.