

NORTHERN INDUSTRIAL DISTRICT **COOPERS.**—AWARD.

In the Court of Arbitration of New Zealand, Northern 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 Auckland Coopers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned firms and companies (hereinafter called "the employers") :—

- Auckland Farmers' Freezing Co., Ltd., Endean's Buildings, Queen Street, Auckland C. 1.
- Colonial Sugar-refining Co., Ltd., Quay Street, Auckland C. 1.
- Corban, A. A., and Sons, Ltd., 28 Fort Street, Auckland C. 1.
- Dominion Breweries, Ltd., Dilworth Building, Queen Street, Auckland C. 1.

- Dominion Compressed Yeast Co., Ltd., Williamson Avenue, Grey Lynn, Auckland W. 2.  
 Hellaby, R. and W., Ltd., Quay Street, Auckland C. 1.  
 New Zealand Breweries, Ltd., Lion Brewery, Khyber Pass Road, Auckland C. 3.  
 Sharland and Co., Ltd., Wholesale Chemists, Lorne Street, Auckland C. 1.  
 Thompson and Hills, Ltd., Nelson Street, Auckland C. 1.  
 Union Oil, Soap, and Candle Co., Ltd., Albert Street, Auckland C. 1.  
 Westfield Freezing Co., Ltd., Quay Street, Auckland C. 1.  
 Whittome, Stevenson, and Co., Ltd., Carlton Gore Road, Auckland S.E. 1.  
 Wolfe, P. G., and Sons, Gillies Avenue, Newmarket, Auckland 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 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 17th day of November, 1943, 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 24th day of April, 1942.

[L.S.]

A. TYNDALL, Judge.

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SCHEDULE.

*Hours of Work.*

1. (a) A week's work shall not exceed forty hours, to be regulated by each employer according to the special requirements and circumstances of his business, but so that the ordinary hours of work shall be made to fall between the hours of 7.30 a.m. and 5 p.m. on five days of the week from Monday to Friday, both days inclusive.

(b) Notwithstanding the provisions of subclause (a) hereof, one man may be employed at any brewery on the receiving and/or despatching platform(s) on Saturday mornings between the hours of 7.30 a.m. and 12 noon: Provided that the usual weekly hours shall not exceed forty per week or four hours on Saturday morning without payment of overtime.

(c) No worker shall be employed for more than five hours continuously without an interval for a meal.

(d) Notwithstanding the foregoing, the ordinary weekly hours of workers employed by freezing companies may be extended by a minimum of four hours to be worked on Saturday between the hours of 7.30 a.m. and noon: Provided that, if work is so performed on Saturday, the worker shall be paid, in addition to the ordinary weekly wage, for four hours at ordinary rates—namely, 11s. 6d.

(e) A "smoke-oh" of ten minutes shall be allowed each morning and afternoon without deduction from pay.

*Meal-hour.*

2. One hour shall be allowed for meals: Provided that less than one hour may be observed by mutual agreement; and provided, further, that the meal time mutually agreed upon shall be not less than half an hour.

*Wages.*

3. The minimum wage to be paid to coopers shall be £5 15s. per week. No deduction shall be made from the weekly wage of any worker employed under this award except for sickness, accident, or the default of the worker.

*General Orders made under Rates of Wages Emergency Regulations 1940.*

4. The two general orders made under the Rates of Wages Emergency Regulations 1940, and dated 9th August, 1940, and 31st March, 1942, respectively, shall be deemed to be incorporated in this award and shall have effect according to their tenor.

*Casual Workers.*

5. Casual workers shall be paid a minimum rate of 3s. per hour. A worker shall be deemed to be a casual worker who is employed for a period of less duration than one week.

*Overtime.*

6. (a) All time worked in any one day beyond the hours specified in clause 1 hereof shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(b) Any worker ordered back to work after 6 p.m. shall be provided with a meal or he shall be paid 1s. 6d. meal-money, unless such worker has been notified the previous day that he will be required to work overtime.

(c) When any worker is ordered back to work overtime after 6 p.m. a minimum of two hours' overtime shall be paid for.

*Holidays.*

7. (a) The following shall be the recognized holidays with no deduction from pay: New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, Christmas Day, and Boxing Day.

(b) For all work done on Sundays or on any of the above-mentioned holidays double time shall be paid.

(c) Should any of the above holidays, except Anzac Day, fall on a Sunday, then for the purpose of this award such holiday shall be observed on the following Monday. In the

event of Christmas Day being observed on a Monday in pursuance of the foregoing, Boxing Day shall be observed on the Tuesday following.

(d) All workers after twelve months' continuous service shall be allowed one week's holiday on full pay. On termination of engagement, other than dismissal for misconduct, holidays shall be allowed to any worker in proportion to the time served.

*Suburban Work.*

8. (a) Work done at a distance of over two miles from the shop of the employer shall be considered suburban work, and journeymen employed thereon shall be allowed and paid for the time reasonably occupied by them in walking to and from such work, or they shall be conveyed to and from such work at the cost of the employer; but no journeyman residing less than two miles by the nearest convenient mode of access for foot-passengers from the place where the work is to be done, if sent from his home to such work, shall be entitled to the allowance mentioned in this subclause.

(b) If any worker is required to use the ferry for the purpose of going to or returning from any place outside his employer's shop where the work is to be done, his fares shall be paid by his employer, the time to be counted from the usual time of starting work until the worker returns to the Auckland wharf.

*Termination of Engagement.*

9. One week's notice in the case of weekly workers, and one hour's notice in the case of hourly workers, shall be given on either side; but this shall not prevent an employer from summarily dismissing any worker for misconduct.

*Payment of Wages.*

10. All wages shall be paid weekly not later than Thursday of each week at the place of employment during ordinary working hours.

*Right of Entry upon Premises.*

11. The secretary or other authorized officer of the union shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

*Wet Places.*

12. Employers shall provide all workers working in wet places with gum boots.

*Machine Work.*

13. Coopers engaged at machine work shall be subject to the provisions of this award, and any worker engaged at any portion of the coopering industry shall be subject to this award.

*First-aid Chest.*

14. A fully equipped first-aid medical outfit shall be provided and maintained in all works and shall be at all times conveniently accessible to each worker employed.

*Extension of Hours under Factories Act.*

15. 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.*

16. (a) Subject to the provisions of section 18 (5) 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.

(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.*

17. (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.*

18. 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.*

19. This award shall operate throughout the Northern Industrial District.

*Term of Award.*

20. This award, in so far as it relates to wages, shall be deemed to have come into force on the 17th day of November, 1941, 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 17th day of November, 1943.

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 24th day of April, 1942.

[L.S.]

A. TYNDALL, Judge.

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MEMORANDUM.

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

With the concurrence of the representatives of the parties, the Court has incorporated in this award the general order dated 31st March, 1942, as well as the general order dated 9th August, 1940.

A. TYNDALL, Judge.