

NELSON INDUSTRIAL DISTRICT **CANISTER-WORKERS.**—  
AWARD

In the Court of Arbitration of New Zealand, Nelson 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 New Zealand (except Northern Industrial District) Amalgamated Engineering and Related Trades' Industrial Union of Workers (hereinafter called "the union") and the undermentioned firm and company (hereinafter called "the employers") :—

Griffen and Sons, Nelson.

Kirkpatrick, S., and Co., Ltd., Nelson.

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 on the 11th day of September, 1944, and

shall continue in force until the 11th day of September, 1945, 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 7th day of September, 1944.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

##### *Industry to which Award relates*

1. This award shall apply to the manufacture of canisters and other metal containers used in the packing of biscuits, baking-powder, condiments, cigarettes, coffee, cosmetics, fish, jam, meat, oil, paint, petroleum products, spice, tea, tobacco, and other similar products; and the manufacture by pressing of light aluminium-ware, and the polishing of such ware for cosmetics or similar packs or containers.

##### *Hours of Work*

2. (a) Unless otherwise provided, the ordinary hours of work shall not exceed forty per week, which hours shall be worked on five days of the week, Monday to Friday, both days inclusive. The daily hours shall not exceed eight, to be worked between 7.30 a.m. and 5 p.m.

(b) Shifts may be worked as required by the employer. A worker required to work not more than three consecutive working-days on shift-work outside the hours prescribed in subclause (a) hereof shall be paid at overtime rates; but if he is required to work more than three consecutive afternoon, evening, or night shifts he shall receive, in addition to the prescribed weekly wage, an extra allowance equal to 10 per cent. of his wages, with a maximum of 10s. per week in the case of adult workers and 5s. in the case of junior workers.

(c) "Shift-work" in the case of an afternoon shift means any shift finishing after 6 p.m. and at or before midnight, and in the case of a night shift means any shift finishing subsequent to midnight and at or before 8 a.m.

(d) (i) The ordinary hours of work of canister-workers employed by S. Kirkpatrick and Co., Ltd., Nelson, shall be those set out in clause 2 of the Nelson Industrial District Fruit Preserving and Vegetable Canning Employees' award, dated the 5th day of July, 1944.

(ii) The wages of such workers in receipt of a weekly wage shall be increased by an amount equal to 10 per cent. when a forty-four-hour week is worked, in accordance with paragraph (i) of this subclause.

## Wages

3. (a) *Male Workers*.—The minimum rate of pay for adult male canister makers or repairers shall be 2s. 7d. per hour, increased by  $\frac{1}{2}$ d. after one year's continuous service with the same employer.

(b) The minimum weekly wages for junior males shall be as follows:—

Age commencing.	First Six Months.	Second Six Months.	Third Six Months.	Fourth Six Months.	Fifth Six Months.	Sixth Six Months.	Seventh Six Months.	Eighth Six Months.	Ninth Six Months.	Tenth Six Months.
Under 16 ..	20/-	25/-	30/-	35/-	40/-	45/-	50/-	55/-	60/-	70/-
16 to 17..	22/6	27/6	32/6	37/6	42/6	47/6	55/-	60/-	65/-	70/-
17 to 18..	27/6	32/6	37/6	42/6	50/-	57/6	65/-	70/-	..	..
18 to 19..	32/6	37/6	42/6	47/6	55/-	62/6	70/-	..	..	..
19 to 20..	42/6	50/-	55/-	65/-	70/-	..	..	..	..	..
20 to 21..	55/-	60/-	70/-	..	..	..	..	..	..	..

And thereafter, or on attaining the age of twenty-one years, not less than the adult rates herein provided.

(c) *Female Workers*.—Female workers may be employed under the conditions laid down for male workers, subject to the following special conditions:—

(d) A rest period of ten minutes shall be allowed and paid for during every morning and afternoon.

(e) Female workers shall not be employed on night shifts.

(f) Female workers may be employed upon the following work or operations in connection with manufacturing: viewing, examining, light riveting, screwing, press-work, soldering, painting, spraying, dipping, brushing, stencilling, or any other work in connection with manufacturing, assembling, or packing: Provided that no female worker shall be permitted to do heavy press-work over No. 4 (a) press or setting up or adjusting of machines.

(g) Female workers shall be paid not less than the following minimum weekly rates of wages:—

Age commencing.	First Six Months.	Second Six Months.	Third Six Months.	Fourth Six Months.	Fifth Six Months.	Sixth Six Months.	Seventh Six Months.
Under 16 ..	..	19/-	23/-	27/-	31/-	35/-	40/-
16 to 17 ..	..	22/-	26/-	30/-	34/-	39/-	46/-
17 to 18 ..	..	25/-	29/-	33/-	38/-	45/-	..
18 to 19 ..	..	28/-	33/-	38/-	44/-	..	..
19 to 20 ..	..	31/-	37/-	43/-	..	..	..
20 to 21 ..	..	34/-	42/-	..	..	..	..

And thereafter, or on attaining the age of twenty-one years, not less than £2 15s. per week.

(h) *Females employed on Soldering-work.*—(i) Junior female workers employed on soldering-work shall be paid not less than the appropriate junior male rate prescribed in subclause (b) hereof.

(ii) Adult female workers employed on soldering-work and using soldering-irons not more than 2 lb. in weight shall be paid not less than £4 per week.

(iii) Adult female workers employed on soldering-work and using soldering-irons of greater weight than 2 lb. shall be paid the adult male wage rate as prescribed in subclause (a) hereof, provided they perform equal work with the adult male workers; female workers employed under this subclause who are unable to produce the same amount of work as adult male workers shall be paid such lower wage as shall be agreed upon between the union and the employer.

(i) The employer shall provide the following for female workers:—

(1) Overalls, caps, and gloves, where the employer and the local secretary of the union agree that they are necessary:

(2) Work seats where it is possible to use them:

(3) Reasonable facilities for supplying warmth in cold weather.

(j) *General Provisions relating to Wages.*—Provided that workers of the age of twenty-one years or upwards shall be paid not less than the basic wage for the time being prevailing.

(k) Provided, also, that workers in receipt of a higher rate employed at the coming into operation of this award shall not have their existing rates reduced while they continue in the same employment.

#### *Increase in Rates of Remuneration*

4. All rates of remuneration, including time and piece wages and overtime and any other special payments, provided for in this award shall be increased to the extent and in the manner prescribed by the two general orders of the Court made under the Rates of Wages Emergency Regulations 1940, and dated the 9th August, 1940, and the 31st March, 1942, respectively.

EXPLANATORY NOTE.—(1) The general order of the 9th August, 1940, increased rates of remuneration determined by awards and industrial agreements and apprenticeship orders by an amount equal to 5 per cent. thereof.

2. (a) The general order of the 31st March, 1942, further increased rates of remuneration determined by awards and industrial agreements and apprenticeship orders (inclusive of the 5 per cent.

increase provided by the general order of the 9th August, 1940) by an amount equal to 5 per cent. thereof, but excluded from the increase such portion of the *remuneration* of each worker as exceeded—

- (i) The amount of £5 a week in the case of male workers twenty-one years of age and over;
- (ii) The amount of £2 10s. a week in the case of female workers twenty-one years of age and over;
- (iii) The amount of £1 10s. a week in the case of male and female workers under twenty-one years of age; and
- (iv) The amount of £1 10s. a week in the case of apprentices under apprenticeship orders.

(b) The increase in *rates of remuneration* provided by the order referred to in (a) hereof applied to the unexcluded portion of the *remuneration* of each worker, irrespective of his or her total weekly *remuneration*.

(3) The term "*rates of remuneration*" includes time and piece wages and overtime and any other special payments. The term "*remuneration*" means actual earnings, including time and piece wages and overtime and any other special payments.

#### *Overtime*

5. (a) All work done in excess or outside of the hours mentioned in clause 2 hereof shall count as overtime, and shall be paid for as follows: Time and a half for the first four hours and thereafter double time. For the purpose of computing overtime, each day shall stand by itself.

(b) Any worker having worked all day and having continued to work till after midnight shall be given eight hours off or be paid double rates for all time worked after 7.30 a.m. on the second day.

(c) No worker shall be required to work more than four and a half hours continuously without an interval of at least three-quarters of an hour for a meal: Provided that this meal-hour may be reduced to half an hour by mutual agreement.

(d) No worker shall work overtime on Friday nights except on urgent or breakdown work.

(e) Unless notified on the previous day, a worker required to work during his usual meal-hour shall be paid at time and a half rates for the time so worked.

#### *General Conditions*

6. (a) The employer shall allow meal-money at the rate of 1s. 9d. per meal when workers are called upon to work overtime after 6 p.m. on the first five days of the week and after 1 p.m. on Saturdays, provided that such workers cannot reasonably get home to their meal and return in one hour; and provided, further, that the 1s. 9d. need not be paid if the employer provides a meal of equivalent value on the premises.

(b) Supper and crib time when working overtime shall be paid for.

(c) No worker shall work at night unless another worker is present.

(d) A sufficient supply of hot water shall be available at meal-times to all workers.

#### *Payment of Wages*

7. (a) Wages shall be paid weekly not later than Thursday in each week within ten minutes of finishing-time.

(b) All wages shall be paid on the dismissal of a worker or when a worker leaves of his own accord.

(c) No deductions shall be made from the weekly wages herein prescribed except for time lost through the worker's sickness, accident, or default, or on account of the temporary closing of the factory for the Christmas and New Year holidays, cleaning or repairing the machinery, slackness of trade, or any other circumstances over which the employer has no control.

#### *Holidays*

8. (a) The following shall be the recognized holidays to be allowed and paid for: New Year's Day, 2nd January, Anniversary Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day.

(b) Persons who are entitled to holidays as set out in subclause (a) hereof shall be all those who have been working at any time during the fortnight ending on the day on which the holiday occurs. No payment over and above an ordinary week's wages shall be made to any worker for a holiday which falls on what is not ordinarily a working-day except for work actually performed on such day.

(c) For work done on any of the above holidays or on Sundays double time shall be paid.

(d) Notice of closing down for Christmas holidays shall be posted in a conspicuous place for at least three days before the holiday.

(e) If any the above holidays is not generally observed in any locality as a holiday, an employer may substitute any other day generally observed as a holiday in that locality.

(f) Where any of the above-named holidays, except Anzac Day, falls on a Sunday, such holiday shall be observed on the next working-day.

(g) Holidays shall be allowed as provided in the Annual Holidays Act, 1944.

*Tools*

9. The employer shall see that each worker is supplied once with all tools required, such tools to remain the property of the employer and not to be taken off the premises except with the permission of the employer.

*Gloves*

10. (a) Where necessary, gloves shall be provided by the employer.

(b) In workshops where noxious fumes are present, suitable protection to the satisfaction of the Health Department shall be provided for workers.

*Matters not provided for*

11. If a dispute shall arise between the parties to this award upon any matter arising out of or in connection with the award it shall be referred to a committee comprised of three representatives of the union and three representatives of the employers, who shall appoint an independent chairman for decision. The decision of a majority of this committee shall be binding, except that any party adversely affected thereby shall have the right, within fourteen days after the decision is given, to appeal against the decision to the Court of Arbitration, which may amend the decision in any way as, after hearing the parties, it may consider necessary or desirable.

*Access to Workshops*

12. The union secretary or any person duly appointed shall be allowed access to any workshop, at a time to be mutually arranged, for the purpose of interviewing any worker coming within the scope of this award upon business connected therewith; and the employer shall give recognition to any worker who is appointed shop steward for the particular department in which he is employed.

*Accidents*

13. A St. John Ambulance first-aid compressed kit or similar outfit, fully equipped, shall be kept in a convenient and accessible place in every works, also provision made for a supply of hot water at short notice. The kit shall be open to inspection by a union official.

*Conveniences*

14. (a) The employer shall provide sanitary conveniences and provide a suitable place for workers to hang their clothes.

(b) A meal-room shall be provided for female workers, and an employee shall be selected to look after the room and prepare hot water for lunch and be responsible for the cleanliness of the room after lunch. The work of cleaning same shall be done in the employer's time.

*Workers to be Members of Union*

15. (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*

16. (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.

#### *Extension of Hours under Factories Act*

17. 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 in the manner and to the extent set forth in this award in respect of each occupier of a factory bound by the provisions of this award.

#### *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 manufacture of any article or articles described in clause 1 hereof 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 Nelson Industrial District.

#### *Term of Award*

20. This award shall come into force on the 11th day of September, 1944, and shall continue in force until the 11th day of September, 1945.

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 7th day of September, 1944.

[L.S.]

A. TYNDALL, Judge.

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#### MEMORANDUM

The award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

In making the award the Court has had regard to the provisions of the Economic Stabilization Emergency Regulations 1942.

A. TYNDALL, Judge.

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