

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") :—

- Abels Ltd., Margarine-manufacturers, Carlton Gore Road, Auckland.
- Auckland Farmers' Freezing Co., Ltd., Tooley Street, Auckland.
- Colonial Sugar-refining Co., Ltd., Quay Street, Auckland.
- Corban, A. A., and Sons, Ltd., 28 Fort Street, Auckland.
- Dominion Breweries, Ltd., Queen's Arcade, Customs Street East, Auckland.
- Dominion Compressed Yeast Co., Ltd., 8 Williamson Avenue, Auckland.
- Hellaby, R. and W., Ltd., Quay Street, Auckland.
- New Zealand Breweries, Ltd., Lion Brewery, Khyber Pass Road, Auckland.
- Westfield Freezing Co., Ltd., Westfield, Auckland.
- Whittome, Stevenson, and Co., Ltd., Carlton Gore Road, Auckland.
- Wolfe, P. G., and Sons, Gillies Avenue, Newmarket, Auckland.

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 21st day of June, 1948, and shall continue in force until the 21st day of June, 1949, 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 16th day of June, 1948.

[L.S.]

A. TYNDALL, Judge.

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) No worker shall be employed for longer than four and a half hours without an interval for a meal.

(c) 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 £7 13s. 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.

Casual Workers

4. Casual workers shall be paid a minimum rate of 4s. 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

5. (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 2s. 3d. 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.

(d) A ten-minute rest period every two hours shall be allowed when workers are working overtime.

Holidays

6. (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 Saturday or 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) Annual holidays shall be allowed as provided under the Annual Holidays Act, 1944, and its amendments.

Suburban Work

7. (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 Employment

8. 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

9. 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

10. 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.

Overalls

11. Workers employed on second-hand tallow and hide casks shall be supplied with overalls.

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.

Workers to be Members of Union

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

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union commits a breach of this award, and shall be liable accordingly.

(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.

Accommodation

17. The employer shall provide accommodation facilities in accordance with the provisions of the Factories Act, 1946.

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 shall come into force on the 21st day of June, 1948, and shall continue in force until the 21st day of June, 1949.

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 16th day of June, 1948.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The matters referred to and settled by the Court related to the weekly and casual rates of wages, meal allowance, rest period during overtime, holidays, and transfer of holidays.

Evidence was called to show that some workers in this industry were actually receiving weekly rates appreciably in excess of the minimum rates now fixed by the Court, but no evidence was submitted to satisfy the Court that these rates were legally recoverable within the meaning of Regulation 34 of the Economic Stabilization Emergency Regulations. Further, any rates for individual workers that may have been properly approved under the regulations are ceiling rates and have no direct relationship to enforceable minimum rates, which it is the function of the Court to determine when making an award.

Mr. Allerby is not in agreement, and his dissenting opinion follows.

A. TYNDALL, Judge.

DISSENTING OPINION OF MR. ALLERBY

I dissent from the decision of the majority of the members of the Court in so far as the rates of wages are concerned in this award. The rate awarded is less than the workers are now actually receiving.