

OTAGO AND SOUTHLAND **CANISTER-WORKERS**—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 its amendments; and in the matter of an industrial dispute between the Dunedin Canister Workers Industrial Union of Workers (hereinafter called “the union”) and the undermentioned firms and companies (hereinafter called “the employers”) :—

Cadbury, Fry, Hudson, Ltd., 30 Castle Street, Dunedin.  
 Eustace, J. & Son, Ltd., 59 King Street, Dunedin.  
 Gadsden, J. & Co., Ltd., 432 Moray Place, Dunedin.  
 Gregg, W. & Co., Ltd., Forth Street, Dunedin.  
 Irvine & Stevenson's St. George Co., Ltd., Filleul Street, Dunedin.  
 Mackintosh, Caley, Phoenix, Ltd., Maclaggan Street, Dunedin.  
 Speirs, R. G., & Co., Ltd., 132 Dee Street, Invercargill.

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 5th day of April, 1953, 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 5th day of October, 1951.

[L.S.]

A. TYNDALL, Judge.

## SCHEDULE

*Industry to Which Award Applies*

1. This award shall apply to workers engaged in the manufacture or repair of canister and preserving tins such as those used in packing fruit, meat, jam, fish, baking-powder, biscuits, tea, coffee, spice, paint, oil, and petroleum products, tobacco, cigarettes and other similar classes of work.

### Hours of Work

2. (a) Forty hours shall constitute a week's work which shall be worked on five days of the week from Monday to Friday, both days inclusive, made up of eight hours, to be worked between the hours of 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.

(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.

### Wages

3. (a) *Adult Males*.—The minimum rate of pay for adult canister makers or repairers shall be 3s. 9½d. per hour.

(b) Hand or dip solderers shall be paid 1½d. per hour extra while so employed; but this shall not apply to workers employed at spiriting or sweating or operating automatic soldering lock seamers.

(c) *Junior Males*.—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 ..	36/-	41/6	47/6	54/6	60/6	67/6	73/6	80/6	92/6	105/-
16 to 17 ..	39/-	44/-	50/6	56/-	64/-	70/6	79/6	86/-	92/6	105/-
17 to 18 ..	44/-	50/-	56/6	63/-	73/-	81/6	91/6	103/6	..	..
18 to 19 ..	56/6	62/-	70/6	79/6	90/6	102/6	..	..	..	..
19 to 20 ..	70/6	76/-	88/6	101/6	..	..	..	..	..	..
20 to 21 ..	88/-	99/6	..	..	..	..	..	..	..	..

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

### Employment of Females

4. (a) No female worker shall be continued in employment or shall be employed at any time when there is available for employment a suitable male worker willing and able to perform the work who was employed in the industry on the 20th day of February, 1942, in the Otago and Southland Industrial District or who was employed in the industry prior to that date and was on that date a member of the Armed Forces.

(b) Female workers shall be paid not less than the following weekly rates:—

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 ..	34/-	39/6	45/-	52/6	59/-	66/6	76/-
16 to 17 ..	36/6	42/-	49/6	56/-	66/-	75/-	..
17 to 18 ..	42/-	49/6	56/-	63/-	73/6	..	..
18 to 19 ..	46/6	52/6	62/6	72/-	..	..	..
19 to 20 ..	52/6	61/-	70/-	..	..	..	..
20 to 21 ..	59/6	69/-	..	..	..	..	..

Thereafter, or on attaining the age of twenty-one years, not less than £4 16s. per week.

(c) (i) Female workers shall not be permitted to do heavy press work over No. 4A press, or setting up or adjusting of machines or to do soldering-work, except by agreement between the union and the employer concerned.

(ii) Female workers shall not be employed on night-shift.

(iii) Reasonable facilities shall be provided for supplying warmth in cold weather.

(iv) Overalls, caps, gloves, and suitable aprons shall be provided when necessary, also work seats where it is possible to use them.

#### *Increase in Rates of Remuneration*

5. All rates of remuneration including time and piece wages and overtime and other special payments prescribed in this award but excluding payments relating to tools, bicycles, motor vehicles, clothing, or foot-wear, shall be subject to the provisions of the general order, dated the 30th day of January, 1951, increasing rates of remuneration by 15 per cent.

#### *Overtime*

6. All work done in any one day outside of or in excess of the hours prescribed in clause 2 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. When overtime is worked, tea-money at the rate of 3s. shall be allowed each worker called upon so to work.

#### *Payment of Wages*

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

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

(c) No deduction shall be made from the weekly wages herein prescribed except for time lost through the worker's sickness, accident, or default.

#### *Holidays*

8. (a) The following holidays shall be observed without deductions from pay: New Year's Day and the day following, Anniversary Day or a day in lieu thereof, Good Friday, Easter Monday, Labour Day, the birthday of the reigning Sovereign, Anzac Day, Christmas Day, and Boxing Day.

(b) Should any of the above-mentioned holidays, other than Anzac Day, fall on a Saturday or on a Sunday, then for the purpose of this award such holiday shall be observed on the next succeeding working-day or days.

(c) All time worked on Sunday or on any of the above-mentioned holidays shall be paid for at double time rates.

#### *Annual Holidays*

9. Holidays shall be allowed in accordance with the Annual Holidays Act, 1944.

#### *General Conditions*

10. (a) A modern first-aid emergency case, fully equipped, shall be kept in a convenient and accessible place in every works.

(b) A sufficient supply of hot water shall be available at meal-times to all workers in every establishment.

(c) Adequate dining and sanitary accommodation shall be provided for all workers and a suitable place for workers to hang their clothes.

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

(e) A ten-minutes rest period shall be allowed morning and afternoon without deduction from pay.

(f) Gloves and suitable aprons shall be supplied to workers when the nature of the work requires the use of protective clothing.

#### *Right of Entry*

11. (a) The union secretary or other 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.

(b) The employer shall supply to the secretary of the union on request not more often than once in each three months a list of employees who are employed under the provisions of this award.

#### *Workers to be Members of Union*

12. (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*

13. (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.

*Matters Not Provided For*

14. 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 Conciliation Commissioner for the district, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Conciliation Commissioner, 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.

*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 the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 23rd day of May, 1951, and so far as all other provisions 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 5th day of April, 1953.

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 5th day of October, 1951.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The matters referred to and settled by the Court related to wages, annual holidays, and term of award, including the operative date of provisions relating to wages.

In compliance with the direction of the Legislature contained in section 89 (8) of the Industrial Conciliation and Arbitration Act, 1925, as enacted by section 21 of the Statutes Amendment Act, 1948, the provisions of the award relating to rates of wages have been made to take effect from the 23rd day of May, 1951, the date first appointed for the hearing of the dispute by the Conciliation Council.

A. TYNDALL, Judge.