

NORTHERN, WELLINGTON, NELSON, AND CANTERBURY CANISTER
WORKERS—AWARD

[Filed in the Office of the Clerk of Awards, Wellington]

In the Court of Arbitration of New Zealand, Northern, Wellington, Nelson, and Canterbury Industrial Districts—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned firms and companies (hereinafter called “the employers”):

NORTHERN INDUSTRIAL DISTRICT

Bond, W. H., and Co., P.O. Box 13-056, Onehunga, Auckland.
Bycroft Ltd., Shortland Street, Auckland.
Harvey, Alex, and Sons Ltd., Albert Street, Auckland.
Irvine and Stevenson Ltd., 91 Hepburn Street, Auckland.
New Zealand Co-operative Dairy Co. Ltd., Frankton Junction.
Stedman Henderson's Sweets Ltd., Victoria Street, Auckland.

WELLINGTON INDUSTRIAL DISTRICT

Harvey, Alex, and Sons (Wellington) Ltd., 264 Taranaki Street, Wellington.

NELSON INDUSTRIAL DISTRICT

Kirkpatrick, S., and Co., Nelson.

CANTERBURY INDUSTRIAL DISTRICT

Aulsebrook and Co. Ltd., St. Asaph Street, Christchurch.
Edmonds, T. J., Ltd., 375 Ferry Road, Christchurch.
Nugget Polish Co. of N.Z. Ltd., 580 Ferry Road, Christchurch.

THE Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 130 of the Industrial Conciliation and Arbitration Act 1954, 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 August 1962 and shall continue in force until the 20th day of August 1964 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 31st day of July 1962.

[L.S.]

K. G. ARCHER, Judge.

SCHEDULE

Industry to Which Award Applies

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; the manufacture of collapsible tubes; 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) The ordinary hours of work shall not exceed eight hours on five days of the week, Monday to Friday, both days inclusive, and shall be worked between the hours of 7.30 a.m. and 5 p.m. Forty hours shall constitute an ordinary week's work. The time of starting and ceasing work between these hours shall be mutually arranged in each establishment with a break of not more than one hour for lunch.

(b) Shifts may be worked as required by the employer. A worker required to work less than five consecutive working days on shift work outside the hours prescribed in subclause (a) of this clause shall be paid at overtime rates; but if he is required to work more than five consecutive shifts wholly or partly outside the ordinary daily hours set out in subclause (a) of this clause, he shall receive 5s. per shift extra. Half an hour crib time shall be allowed and paid for.

(c) When a worker is required to commence a night shift after acting as a day worker such worker shall be allowed a break of at least eight hours before commencing the night shift, and likewise when a worker has been working on a night shift and is required to perform day work he shall be given a break of at least eight hours before starting as a day worker. Should a worker be required to work on without an eight hour break, overtime at double time rates shall be paid. Where by virtue of this eight hour break a worker loses ordinary time, such time shall be paid for.

(d) 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 interval may be reduced to half an hour by mutual agreement. Provided, further, that the period of four and a half hours may be extended to five hours by agreement between the union and the employer concerned.

Wages

3. (a) The minimum rate of pay for adult male canister makers and repairers shall be 6s. 6½d. per hour.

(b) Youths may be employed at not less than the following rates:

	Per Week		
	£	s.	d.
Under 17 years of age	5	11	8
17 to 18 years of age	6	1	8
18 to 19 years of age	6	11	8
19 to 20 years of age	7	17	6
20 to 21 years of age	9	13	4

Thereafter the rate provided for adult male workers.

(c) All workers shall be allowed a rest period of 10 minutes every morning and every afternoon without deduction from pay. When four continuous overtime hours are being worked a break of 10 minutes for rest and refreshment shall be allowed and paid for, such to be taken in the middle of the period.

(d) Each male worker engaged on guillotines or slitters, and the double seamer operator where glue is used, shall be provided with suitable protective coverings. All workers who customarily wear protective clothing shall be supplied with the same by the employer with a limit of two per annum. Protective clothing shall mean bib-overalls, smocks, coats, boiler-suits, or aprons.

(e) Female workers may be employed under the following special conditions:

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

(g) Female workers shall not be permitted to do heavy presswork 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. If no agreement is reached the question shall be decided under clause 12 hereof.

(h) Female workers may be employed at not less than the following weekly rate of wages:

	Per Week		
	£	s.	d.
Under 17 years of age	5	0	10
17 to 18 years of age	5	11	8
18 to 19 years of age	6	1	8
19 to 20 years of age	6	11	8
20 to 21 years of age	7	7	6
And thereafter not less than	8	12	6

(i) Adult female workers employed as press operators shall be paid not less than £9 per week.

(j) (i) Junior female workers employed on soldering work shall be paid not less than the appropriate junior male rate prescribed in subclause (b) of this clause.

(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 £10 17s. 6d. 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) of this clause, 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.

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

(i) Caps and gloves where the employer and the local secretary of the union agree that they are necessary;

(ii) Work seats where it is possible to use them;

(iii) Reasonable facilities for supplying warmth in cold weather;

(iv) Boiling water at meal-times, and hot and cold water for washing.

Overtime

4. (a) All time worked in any one day in excess or outside of the agreed hours mentioned in clause 2 hereof shall count as 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 having worked all day and night shall not be required to continue working without his consent. If he does continue working he shall be paid double time rates for all time worked on the second day until an eight hour break is allowed. Where, by virtue of the compulsory eight hour break, he loses ordinary time on the second day, such time shall be paid for at ordinary rates with a maximum of four hours' pay without work.

(c) No overtime shall be permitted on any union meeting night except on urgent or breakdown work.

General Conditions

5. (a) The employer shall allow meal money at the rate of 5s. per meal when workers are called upon to work overtime after 6 p.m., and after 1 p.m. on days other than ordinary working days: Provided that the 5s. 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. "Supper" means the meal after the first four hours' night overtime worked, provided the worker continues to work overtime.

(c) No employee shall be called upon to work in any factory unless another employee is present.

(d) Any worker who is placed in control of other workers, or production of any department, or is substantially employed setting up or adjusting machines, shall be paid not less than 5s. 2d. per day extra whilst holding such position.

Payment of Wages

6. (a) Wages shall be paid weekly not later than Thursday during working hours: Provided that when a recognised holiday falls on a Friday, wages for that week shall be paid not later than Wednesday.

(b) All wages shall be paid immediately on the dismissal of a worker. When a worker leaves of his own accord, his wages shall be paid before leaving, provided the worker has given notice on the preceding working day.

(c) No deduction shall be made from the weekly wages herein prescribed except for time lost through the worker's sickness or default. Where a worker is injured in the course of his employment and is obliged to attend a hospital or a doctor for treatment during working hours, such worker shall be paid by the employer for time so lost on the day of the accident.

Holidays

7. (a) The following shall be the recognised holidays to be allowed and paid for: New Year's Day, 2 January, Anniversary Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day. Where any of the above holidays, except Anzac Day, falls on a Saturday or a Sunday, such holidays shall be observed on the first working day thereafter.

(b) Persons who are entitled to holidays as set out in subclause (a) of this clause 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) If any of 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.

Annual Holidays

8. The provisions of the Annual Holidays Act 1944 shall apply to all workers covered by this award. Notice of closing down for annual holidays shall be posted in a conspicuous place for at least four weeks before the holidays.

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. Replacements shall be made when fair wear and tear makes such replacement necessary or when tools are lost through causes beyond the worker's control.

Gloves

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

Noxious Fumes

11. 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

12. 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 14 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

13. The secretary or other authorised full-time salaried representative of the local union of workers concerned 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. The employer shall give recognition to any worker who is appointed shop steward in the establishment in which he is employed.

Accidents

14. A first aid kit, fully equipped to the standard of the Department of Labour, 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

15. (a) The employer shall provide sanitary conveniences and provide lockers or other suitable accommodation wherein employees may keep their clothes.

(b) Soap and clean towels or other suitable means of cleaning and drying shall be provided for workers working under this award in factories in accordance with the provisions of section 62 of the Factories Act 1946.

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

(d) A meal room shall be provided for workers, and a worker shall be selected to look after the room, and shall prepare hot water for lunch and be responsible for the cleaning of the room after lunch. The work of cleaning same shall be done in the employer's time.

Unqualified Preference

16. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by any officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union, has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

(NOTE—Attention is drawn to section 174H of the Industrial Conciliation and Arbitration Act 1954 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 14 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 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 districts to which this award relates.

Scope of Award

19. This award shall operate throughout the Northern, Wellington, Nelson, and Canterbury Industrial Districts.

Term of Award

20. This award shall come into force on the 21st day of August 1962, and shall continue in force until the 20th day of August 1964.

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 31st day of July 1962.

[L.S.]

K. G. ARCHER, Judge.

MEMORANDUM

The award, which incorporates the terms of settlement arrived at by the parties, includes a clause designed to operate as an unqualified preference provision within the meaning of section 174 of the Industrial Conciliation and Arbitration Act 1954 (as amended by the Industrial Conciliation and Arbitration Amendment Act 1961). Section 174B directs that the Court in making any award shall insert therein an unqualified preference provision only if it is satisfied under the first alternative that such a provision has been agreed upon by all the assessors in the course of an inquiry into an industrial dispute by a Council of Conciliation. For the purposes of section 174B the Court is satisfied to accept the complete settlement arrived at by the parties and executed by or on behalf of all the assessors as proof that the unqualified preference provision has been agreed to by all the assessors, and clause 16 has therefore been incorporated in the award in the form in which it was agreed upon in the Council of Conciliation.

The rates of remuneration prescribed in the award are *not* to be increased by the application of the provisions of the Court's general order of 4 July 1962.

K. G. ARCHER, Judge.