
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 1954; and in the matter of an industrial dispute between the Dunedin Canister Workers Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned firms and companies (hereinafter called the “employers”):

Cadbury Fry Hudson Ltd, 30 Castle Street, Dunedin.

Gadsden, J., and Co. Ltd., Cumberland Street, Dunedin.

Gregg, W., and Co. Ltd., Forth Street, Dunedin.

Irvine and Stevenson Ltd., Filluel Street, Dunedin.

Spiers, R. G., and 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 26th day of January 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 26th day of July 1962.

[L.S.]

K. G. ARCHER, 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) of this clause 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 6s. 5d. per hour.

(b) Hand or dip solderers shall be paid 2½d. 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) Youths may be employed at not less than the following rates:

				Per Week		
				£	s.	d.
Under 17 years of age	..	..	..	5	9	0
17 to 18 years of age	..	..	..	5	19	0
18 to 19 years of age	..	..	..	6	9	0
19 to 20 years of age	..	..	..	7	14	0
20 to 21 years of age	..	..	..	9	9	0

Thereafter the rate provided for adult workers.

Employment of Females

4. (a) Female workers may be employed at not less than the following weekly rates of wages:

				Per Week		
				£	s.	d.
Under 17 years of age	..	..	..	4	18	6
17 to 18 years of age	..	..	..	5	9	0
18 to 19 years of age	..	..	..	5	19	0
19 to 20 years of age	..	..	..	6	9	0
20 to 21 years of age	..	..	..	7	4	0
Thereafter	..	..	..	8	8	6

(b) (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.

Increase in Rates of Remuneration

5. On and after the 26th day of July 1962 the rates of remuneration determined by this award shall be increased to the extent and in the manner prescribed by the general order of the Court made under the Economic Stabilisation Regulations 1953 and dated the 4th day of July 1962.

(EXPLANATORY NOTE—The general order of 4 July 1962, which took effect on 26 July 1962, increased rates of remuneration determined by awards and industrial agreements by an amount equal to 2½ per cent thereof, but excluded from the scope of the increase all allowances in respect of tools, bicycles, motor vehicles, protective or special clothing, or special footwear.

For the purposes of the general order the term "remuneration" in relation to rates determined by awards and industrial agreements is defined by the regulations as meaning salary or wages; and includes time and piece wages and overtime and bonus and other special payments; and also includes allowances, fees, commissions, and any other emolument, whether in one sum or several sums; and also includes travelling expenses.)

Overtime

6. All work done in any one day outside 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 5s. 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 10-minutes rest period shall be allowed morning and afternoon without deduction from pay.

(f) Two suits of overalls or smocks per annum, gloves and suitable aprons shall be supplied to workers. Such clothing shall remain the property of the employer and shall be kept in a good state of repair by the employee.

(g) Any worker who is placed in control of other workers or of production of any department shall be paid not less than 5s. per day extra whilst holding such position.

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

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 each three months a list of employees who are employed under the provisions of this award.

Unqualified Preference

12. (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 an 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.

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 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.

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 14 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 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 27th day of November 1961, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 26th day of January 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 26th day of July 1962.

[L.S.]

K. G. ARCHER, Judge.

MEMORANDUM

The matters referred to and settled by the Court related to wages (clause 3 (a) and (c)), employment of females and their wage rates (clause 4 (a)), meal allowance (clause 6), annual holidays - claim for an additional week after 10 years' service, additional payment for charge hands (clause 10 (g)), and term of award, including the operative date of wage provisions.

The award 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 memorandum of partial settlement arrived at by the parties and executed by or on behalf of all the assessors as proof that an unqualified preference provision has been agreed to by all the assessors, and clause 12 has therefore been incorporated in the award in the form in which it was agreed upon in the Council of Conciliation.

K. G. ARCHER, Judge.