

(3079.) DUNEDIN AND GREEN ISLAND FREEZING, CHEMICAL MANURE, TANNERY, SOAP WORKERS, AND ALLIED TRADES.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Otago Freezing, Chemical Manure, Tannery, Soap Workers, and Allied Trades' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Bailey, J., and Sons (Limited), Green Island.
 Brown Bros. and Loudon, Bond Street, Dunedin.
 Michaelis, Hallenstein, and Farquhar, Dunedin.
 Murray, Roberts, and Co. (Limited), Dunedin.
 Ness, Thomas, Kaikorai Valley, Dunedin.
 Parker and Lawson, North-east Valley, Dunedin.
 Waite, John, Edwards Street, Roslyn, Dunedin.

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 the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall

take effect as from the 1st day of May, 1914, and shall continue in force until the 1st day of May, 1916.

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 21st day of May, 1914.

T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work.

1. A week's work shall not exceed forty-eight hours, to be regulated by the 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 5.30 p.m. on five days of the week, and between 7.30 a.m. and 1 p.m. on the sixth day, such day to be mutually arranged between each employer and his employees.

Overtime.

2. Overtime shall be paid for at the rate of time and a quarter for the first two hours, time and a half for the second two hours, and thereafter double time.

Holidays.

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

(b.) Any work done on Christmas Day, Good Friday, or Sundays shall be paid for at the rate of double time; other holidays time and a half.

Payment of Wages.

4. Wages shall be paid weekly or fortnightly on Friday or Saturday in the employer's time.

Rates of Wages.

5. Wool-sorters shall be paid 1s. 4½d. per hour, pelt-classers shall be paid 1s. 4½d. per hour, and pullers shall be paid 1s. 4½d. per hour.

6. Piecework rate for crossbred wool 10d. and merino wool 1s. per hundredweight for wool-sorters.

7. Piecework rates for ordinary skins shall be 7d. per dozen; for potters and for shorn pelts 6d. per dozen.

Tannery.

8. (a.) Pelt-classers, £3 6s. per week.

(b.) Splitter in charge of machine, £3 2s. per week.

(c.) Curriers, £3 per week.

(d.) Beamsmen, hide-fleshing, scudding and baiting, £2 18s. per week.

- (e.) Machine shaving and machine whitening, grainers, stakers and setters-up, £2 16s. per week.
- (f.) Machine fleshing, crop-rolling, pelt-fleshing and scudding, £2 14s. per week.
- (g.) Sole-leather work, hide and lime-pit hands, shed hands, packers, tan-yards and drum hands, curriers' labourers, chrome-workers, glazers, table and all other workers, £2 11s. per week.

9. No deduction shall be made from such wages for any cause save for time lost through the worker's own default or sickness. A week's notice of termination of engagement shall be given by either side.

10. Casual workers shall be paid not less than 1s. 2d. per hour. A "casual worker" is one who is engaged for less than one week.

11. An employer may arrange with any worker to do work on piecework, provided a log for such work shall have first been agreed upon with the union.

Under-rate Workers.

12. (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 Factories 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.

Preference.

13. (a.) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member

of the union, and who shall not become a member thereof within fourteen days after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

Employment of Youths.

14. (a.) The rates of pay for youths shall be as follows: Fifteen to sixteen years of age, 15s. per week; sixteen to seventeen years of age, 18s. per week; seventeen to eighteen years of age, £1 5s. per week; eighteen to nineteen years of age, 9d. per hour; nineteen to twenty-one years of age, 10d. per hour.

(b.) The proportion of youths to be employed under this award shall be one youth to every four workers over twenty-one years of age.

Scope of Award.

15. This award shall apply to the parties named herein, and to such other parties as may hereafter be joined hereto by order of the Court.

Exemption.

16. The provisions of this award relating to wages (other than overtime) shall not apply to workers employed by John Waite in his fellmongering business so long as such workers are employed by the week at rates of not less than £2 14s. per week, without deduction for holidays.

Term of Award.

17. This award shall come into force as from the 1st day of May, 1914, and shall continue in force until the 1st day of May, 1916.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 21st day of May, 1914.

T. W. STRINGER, Judge.

MEMORANDUM.

This award is based upon the recommendation of the Council of Conciliation, except with regard to the exemption, which has been settled by the Court.

T. W. STRINGER, Judge.