

(4078.) NORTHERN DISTRICT (EXCEPT POVERTY BAY) TANNERIES' AND FELLMONGERIES' EMPLOYEES (INCLUDING SOAP WORKERS).—AWARD.

In the Court of Arbitration of New Zealand, Northern 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 Auckland Fellmongers, Tanners, Soap Workers, and General Tannery Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Auckland Provincial Tanners, Fellmongers, and Soap-manufacturers' Industrial Union of Employers.

Astley, E., and Sons (Limited), Albert Street, Auckland.

Auckland Farmers' Freezing Company (Limited), Railway Wharf, Auckland.

Auckland Meat Company, Wakefield Street, Auckland.

Bekker, W. J., Emmett Street, Ponsonby, Auckland.

Colonial Soap Company of New Zealand (Limited), Ayr Street, Parnell.

Donald, A., and Sons, Richmond, Auckland.

Elliott, E., and Co., Old Mill Road, Richmond, Auckland.

Fitt and Clayton, Hobson Bay, Auckland.

Goodare, A., Panmure, Auckland.

Hellaby, R. and W. (Limited), Shortland Street, Auckland.

Jagger, Frank, and Co., Grey Street, Auckland.

Kearsley, Sid, wool-broker, 5 and 6 Ferry Buildings, Auckland.

Kenderdine and Kirkup, Sale Street, Auckland.

Ogle, Frederick, Rose Street, Auckland.

Redshaw Bros., Richmond, Auckland.

Sutherland, W., and Co. (Limited), Market Square, Auckland.

Suttie and Co., Symond Street, Onehunga, Auckland.

Union Oil and Candle Company (Limited), Albert Street, Auckland.

Warnock Bros., Durham Street, Auckland.

Wilson and Canham (Limited), Head Office, Ferry Buildings, 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, 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 from the 12th day of July, 1915, and shall continue in force until the 11th day of July, 1918, and thereafter as provided by subsection (1) (*d*) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

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 June, 1915.

T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work.

1. (*a.*) 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 7.15 a.m. and 5 p.m. on five days of the week and between 7.15 a.m. and 12 noon on Saturdays.

(*b.*) The ordinary hours of work for the Auckland Farmers' Freezing Company (Limited) shall be made to fall between the hours of 8 a.m. and 5.45 p.m. on five days of the week and between 8 a.m. and 12.45 p.m. on Saturdays.

(*c.*) Stillmen employed by the Union Oil, Soap, and Candle Company (Limited) may be employed on shifts not exceeding eight hours and forty minutes per shift, and they shall be paid at the rate of 2s. per week per man while working at the still only in addition to the ordinary wages prescribed by this award. Overtime shall not be paid except for time worked in excess of forty-eight hours in any one week.

Overtime.

2. (a.) All time worked beyond that specified in the foregoing clause shall be counted as overtime, and shall be paid for at the rate of time and a quarter for the first two hours and time and a half after the first two hours.

(b.) Double time shall be paid for all work done on Sunday, Christmas Day, and Good Friday.

Wages.

3. Wool-sorters, 1s. 4½d. per hour; pullers, 1s. 4½d. per hour; pelt classers and curers, 1s. 3d. per hour; painters and trimmers, 1s. 2¾d. per hour; machine fleshers and scudders, 1s. 2¼d. per hour; hand fleshers and scudders, 1s. 2¼d. per hour; chrome grainers and strikers, 1s. 3d. per hour; shaving-machine hands employed on chrome and sheep-skins, 1s. 3d. per hour; leather-rollers, 1s. 2½d. per hour; basil-dressers, 1s. 2d. per hour; tan-yard hands, lime-pit hands, wool scourers and washers, 1s. 2d. per hour. Skin-washers, skinmen, wringermen, dock hands, pullers' assistants, lime dollymen, machine-drier hands, curing dollymen, wool-packers, chemical-mixers, chrome tanners' assistants, staking and glazing machine hands, sole-leather shed hands, leather-packers, drum hands, pie-pullers, wool (green) hands, manure and tallow, soap, starch, candle, and oil workers, and any workers not herein specified or provided for, 1s. 1½d. per hour.

Employment of Youths.

4. Boys and youths may be employed at the following rates of wages according to their respective ages: From the age of fifteen to sixteen years, 15s. per week; from the age of sixteen to seventeen years, 18s. per week; from the age of seventeen to eighteen years, £1 1s. per week; from the age of eighteen to nineteen years, £1 5s. per week; from the age of nineteen to twenty years, £1 10s. per week. Over twenty years of age youths shall be paid at the minimum rate provided in clause 3.

Holidays.

5. (a.) The following shall be the recognized holidays: New Year's Day, Anniversary Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, and Boxing Day.

(b.) No payment shall be demanded for holidays except for work actually performed, when the rate of pay shall be in accordance with clauses 2 (a) and (b) hereof.

General Conditions.

6. All suitable gear and tools shall be found by the employer when required.

7. Wages shall be paid weekly.

8. Three days' notice shall be given on either side of final termination of employment.

Under-rate Workers.

9. (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.

10. (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.

Scope of Award.

11. This award shall apply only to employers carrying on business in the Northern Industrial District, but shall not extend to the Poverty Bay District which lies outside a line drawn from the East Cape along the main range to the boundary of the Wellington Industrial District.

General.

12. This award is made subject to the condition that whenever any combined award or industrial agreement is hereafter made embracing any industry, trade, or business in which such workers are employed such award or agreement may be made to supersede this award so far as regards the wages and conditions of such workers.

Term of Award.

13. This award shall come into force on the 12th day of July, 1915, and shall continue in force until the 11th day of July, 1918.*

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 June, 1915.

T. W. STRINGER, Judge.

MEMORANDUM.

This award embodies without alteration the recommendation of the Conciliation Council, which the parties agreed to accept.

T. W. STRINGER, Judge.
