

(5511.) CANTERBURY TANNERS AND FELLMONGERS.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury 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 Canterbury Freezing-works and Related Trades (Tanners and Fellmongers' Section) Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

The Canterbury Tanners', Fellmongers', and Wool-scourers' Industrial Union of Employers.

Baker, T. H., and Co., Cashel Street, Christchurch.

Beaumont, J., Heathcote Street, Woolston, Christchurch.

Bowron, L., King Edward Terrace, Woolston, Christchurch.

Butcher, H. R., Kaiapoi.

Cook, W., Fairlie.

Harris, H. R., Washdyke.

Hill, Walter, Lichfield Street, Christchurch.

Lane and Co., Victoria Terrace, Woolston, Christchurch.

Nicholls, W., and Son, Belfast.

Palmer, A. S., Washdyke.

Robson, T. T., Avonside, Christchurch.

Taylor, W., and Co., Saltwater Creek, Timaru.

Travis, W. H., St. Asaph Street, Christchurch.

Trustees of T. McDonald (deceased), Waikuku.

Woolston Tanneries (Limited), Woolston, Christchurch.

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 representa-

tives 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 as hereinafter provided, and shall continue in force until the 1st day of October, 1921, 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 8th day of December, 1919.

T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work.

1. (a.) A week's work shall consist of forty-eight hours, eight and three-quarters to be worked on Mondays to Fridays, between the hours of 7.30 a.m. and 5 p.m., and four and a quarter hours between 7.30 a.m. and 12 noon on Saturdays. Alternate shifts may be worked, if necessary, of not more than eight hours on six consecutive days of alternate weeks, thirty minutes for meals to be allowed out of each shift without deduction of wages. No worker under the age of twenty-one years may be allowed on morning or evening shifts.

(b.) Three shifts shall be worked, where work is continuous for more than eighteen hours, at a minimum of eight hours' pay.

Overtime.

2. Except where otherwise provided all time worked before or after the hours mentioned in clause 1, or in excess of eight and

three-quarter hours on five days of the week, or in excess of four and a quarter hours on Saturdays, shall be considered overtime, and shall be paid for at the rate of time and a half for the first three hours and after that double time: Provided that in the case of shift-workers overtime at the above-mentioned rates shall be payable for all time worked beyond eight hours.

Holidays.

3. The following shall be the holidays: New Year's Day, Easter Monday, Labour Day, Boxing Day, King's Birthday, Good Friday, Christmas Day, the local works' picnic day, and Show Day.

Payment for Holidays.

4. Double time shall be paid for work done on Christmas Day, Good Friday, and Sundays. Time and a half shall be paid for work done on New Year's Day, Easter Monday, Labour Day, Show Day, Boxing Day, King's Birthday, and the local picnic day.

Payment of Wages.

5. Wages shall be paid at intervals of not more than a fortnight; two days' lie-time to be allowed. Wages to be paid within ten minutes of leaving work.

Rates of Pay.

6. (a.) Wool-sorters, pullers, pelt-classers, pelt-curers, chrome tanners, machine splitters, 1s. 7½d. per hour.

(b.) Wool-pressers, shaving-machine hands, machine unhairers, machine scudders, machine fleshers, chemical and acid workers, 1s. 6d. per hour.

(c.) All other workers (other than wool green hands), 1s. 4½d. per hour.

(d.) Wool green hands, 1s. 4d. per hour.

(e.) In addition to the minimum rates prescribed by subclauses (a), (b), (c), and (d) of this clause, there shall be paid to such workers a bonus of 2½d. per hour unless and until the Court shall otherwise order.

Piecework.

7. Rates of pay for piecework shall be arranged between an employer and the union.

Employment of Youths.

8. Boys and youths may be employed at the discretion of the employer at not less than the following rates of wages:—Under sixteen years of age, £1 per week; sixteen to seventeen years, £1 5s. per week; seventeen to eighteen years, £1 10s. per week; eighteen to nineteen years, 10d. per hour; nineteen to twenty years, 1s 1d. per hour; twenty to twenty-one years, 1s. 3d. per hour.

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.

General Conditions.

11. (a.) A "smoke-oh" of not less than ten minutes shall be allowed in the forenoon without deduction of wages, and where a "smoke-oh" has been previously allowed the same conditions shall continue.

(b.) All workers shall be supplied with necessary tools, also with aprons, leggings, gloves, and vamps, or material for making same when necessary.

(c.) Any worker not having been informed before leaving work that there will be no work on the following day, who presents himself at the works, shall, in the event of there being no work, receive not less than two hours' pay.

(d.) Any error or omission in pay-sheet shall be adjusted within forty-eight hours.

(e.) Waiting-time shall be paid for at ordinary rates.

(f.) Where a higher rate of wages is paid in any department provided for or unprovided for in this award the same shall not be reduced.

(g.) Full and proper provision shall be made for lavatory accommodation, which shall be kept clean and tidy to the satisfaction of the local Inspector of Factories.

Scope of Award.

12. This award shall operate throughout the Canterbury Industrial District.

Term of Award.

13. This award so far as relates to wages shall come into force as from the 1st day of October, 1919, and so far as all the other provisions of this award are concerned it shall come into force on the date hereof; and this award shall continue in force until the 1st day of October, 1921.

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 8th day of December, 1919.

T. W. STRINGER, Judge.

MEMORANDUM.

This award embodies, without alteration, the recommendations of the Conciliation Council, which the parties agreed to accept. It is made retrospective in its operation by agreement of the parties.

T. W. STRINGER, Judge.