

CANTERBURY INDUSTRIAL DISTRICT.

(8132.) 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' 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.

Cook, W., Fairlie.

Nicholls and Harris (Limited), Washdyke.

Rooney, T., Temuka.

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

Trewain, R., Ashburton.

Trustees T. McDonald (deceased), Waikuku.

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 pro-

visions 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 10th day of December, 1926, 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 affixed, and the Judge of the Court hath hereunto set his hand, this 20th day of March, 1925.

[L.S.]

F. V. FRAZER, 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, inclusive, 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 shall be allowed out of each shift without deduction of wages. No worker under the age of twenty-one years shall 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.

Workers employed on shift-work between the hours of 6 p.m. and 6 a.m. shall receive 1d. per hour extra.

Overtime.

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

hours, and thereafter 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, 2nd January, Easter Saturday, Easter Monday, Labour Day, Boxing Day, 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, 2nd January, Easter Saturday, Easter Monday, Labour Day, Show Day, Boxing Day, and the local picnic day.

Payment of Wages.

5. Wages shall be paid weekly; two days' lie-time shall be allowed. Wages shall be paid in the employer's time.

Rates of Pay.

6. (a.) Wool-sorters, pullers, pelt-classers, pelt-curers, chrometanners, machine splitters, 2s. 0 $\frac{1}{4}$ d. per hour.

(b.) Wool-pressers, shaving-machine hands, machine unhairers, machine scudders, machine fleshers, chemical and acid workers, 1s. 10 $\frac{3}{4}$ d. per hour.

(c.) All other workers, 1s. 9d. per hour.

(d.) Cleaning boilers, flues, and for work in Yula machines where no provision is made for carrying away the dust shall be paid for at time-and-a-half rates.

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 2s. per week; sixteen to seventeen years of age, £1 7s. per week; seventeen to eighteen years of age, £1 14s. per week; eighteen to nineteen years of age, 11d. per hour; nineteen to twenty years of age, 1s. 2d. per hour; twenty to twenty-one years of age, 1s. 5d. per hour.

Register of Employees.

9. All employers employing more than ten workers shall keep a book showing the names and addresses of all workers hereafter engaged. Such book shall be accessible to the secretary of the union or the union's delegate.

Under-rate Workers.

10. (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 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.

Preference.

11. (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 1s. per week.

General Conditions.

12. (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 the necessary tools, also with aprons, leggings, gloves, and vamps.

(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 the pay-sheet shall be adjusted within twenty-four 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 Awards.

(h.) A suitable shed for employees' bicycles shall be provided.

(i.) A supply of boiling water shall be available at meal-times.

(j.) Suitable sheds, to be kept in good repair, shall be provided for pie-pickers.

(k.) Drinking-water of good quality shall be provided.

Disputes.

13. Should any dispute or difference arise between the parties bound by this award, or any of them, every such dispute or difference shall be referred to a committee to be composed of three representatives of the union and three representatives of the employers for their decision. In the event of the parties being unable to agree, then the matter shall be referred to the Conciliation Commissioner, whose decision shall be final.

Scope of Award.

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

Term of Award.

15. This award in so far as it relates to wages shall be deemed to have come into force on the 10th day of December, 1924, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 10th day of December, 1926.

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 20th day of March, 1925.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

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

[L.S.]

F. V. FRAZER, Judge.