

CANTERBURY INDUSTRIAL DISTRICT.

(10484.) 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, 1925; and in the matter of an industrial dispute between the Canterbury Tanners, Fellmongers, and Wool-scourers' Industrial Union of Employers, and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Avon Wool-scouring Co., Ltd., Avonside
 Baumont, H., Woolston
 Bowron, G. L., and Co., King Edward Terrace, Woolston
 Butcher, H. R., Kaiapoi
 Cook, W., Fairlie
 Early, J. W., Ferry Road, Woolston
 Gifkins and Co., Mount Somers
 Hill, W., and Co., corner Worcester and Manchester Streets,
 Christchurch
 Kaputone Wool-scouring Co., Belfast
 Lane and Co., Heathcote Street, Woolston
 Nicholls and Harris, Washdyke, South Canterbury
 Rooney, T., Temuka
 Taylor, W., and Co., Saltwater Creek, Timaru
 Waihi Wool-scouring Co., Winchester
 Waikuku Wool-works, Waikuku, North Canterbury
 Woolston Tanneries, Ltd., Madras Street, Christchurch,

and the Canterbury Freezing-works and Related Trades Employees' Industrial Union of Workers (hereinafter called "the union").

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 1st day of June, 1934, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

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 1st day of July, 1933.

[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.

(c) On the wool-drying green the hours of work shall be arranged at the discretion of the employer between the hours of 7 a.m. and 6 p.m. on five days of the week, and the hours of 7 a.m. and noon on Saturdays, and so that the week's work shall not exceed forty-eight hours without payment of overtime, and the day's work shall not exceed eight and three-quarter hours without payment of overtime.

Overtime.

2. Except where otherwise provided, all time worked in excess of the hours mentioned in clause 1 hereof shall be considered overtime, and shall be paid for at the rate of time and a quarter for the first four hours and time and a half thereafter, provided that in the case of shift workers overtime at the above-mentioned rates shall be payable for all time worked beyond eight hours in any one day of twenty-four hours, and provided that this clause shall not operate in so far as employees working on the wool-drying green are concerned.

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 works picnic day if a picnic is held, 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 quarter 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, chrome-tanners, machine-splitters, 1s. 9½d. per hour.

(b) Wool-pressers, shaving-machine hands, machine unhairers, machine scudders, machine fleshers, chemical and acid workers, 1s. 8d. per hour.

(c) Hand wool-scourers (hot or cold water), 1s. 7½d. per hour.

(d) All other workers, 1s. 6½d. per hour.

(e) Cleaning boilers and flues shall be paid for at time and a half rates.

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

Piecework.

7. Piecework may be worked in accordance with the provisions of section 11 of the Industrial Conciliation and Arbitration Amendment Act, 1932.

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:—

	Per Week.
	£ s. d.
Under sixteen years of age	0 12 6
Sixteen to seventeen years of age	0 17 6
Seventeen to eighteen years of age	1 5 0
	Per Hour.
	£ s. d.
Eighteen to nineteen years of age	0 0 9
Nineteen to twenty years of age	0 0 11½
Twenty to twenty-one years of age	0 1 2

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. With the consent of the employer, such book shall be accessible to the secretary of the union or the union's delegate, at not less than three-monthly intervals.

General Conditions.

10. (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, provided that no payment shall be made if work is not possible by reason of climatic conditions.

(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) 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.

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

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

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

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

Under-rate Workers.

11. (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.

12. (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 this 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, and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being more than three months in arrear, without reasonable excuse, in his contributions to the union : Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his contributions, and £1 for misconduct at a meeting of the union.

Disputes.

13. Anything not provided for in this award, or any dispute that may arise over anything that is provided for in this award, shall be mutually arranged between two representatives of the union and the Works Manager. In the event of their being unable to agree, the matter shall be referred to the Conciliation Commissioner for settlement. Either side, if dissatisfied with the decision of the Conciliation Commissioner, shall have the right of appeal to the Court.

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 1st day of June, 1933, 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 1st day of June, 1934.

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 1st day of July, 1933.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The only matter referred to the Court related to under-rate workers. In other respects the award embodies, without material alteration, the recommendations of the Conciliation Council, which the parties agreed to accept.

F. V. FRAZER, Judge.