

## NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

(10652.) NORTHERN INDUSTRIAL DISTRICT (EXCEPT POVERTY BAY)  
FELLMONGERS, TANNERS, AND SOAPWORKERS.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the undermentioned persons, firms, and companies (hereinafter called “the employers”):—

Astley and Sons, Ltd., 107 Hobson Street, Auckland, C. 1  
 Auckland Meat Co., Ltd., Wakefield Street, Auckland, C. 1  
 Austin, N., and Co., Ltd., care of V. Macky, Empire Building,  
 Swanson Street, Auckland, C. 1  
 Churches, A., Panmure, Auckland  
 Donald, A., and Sons, Rawene Avenue, Grey Lynn, Auckland,  
 W. 2  
 Donald, A., Ltd., Drury  
 Hellaby, R. and W., Ltd., Quay Street, Auckland, C. 1  
 Kenderdine and Kirkup, Sale Street, Auckland  
 Lee and Arlington, Ltd., Luke Street, Otahuhu, S.E. 7  
 Lichtenstein, E., and Co., Ltd., Alfred Street, Onehunga, S.E. 5  
 Pearson Soap Co., Ltd., Great South Road, Penrose, Auckland  
 Pearson Soap Co., Ltd., Hamilton  
 Sutherland, W., and Co., Ltd., 8 Cook Street, Auckland, C. 1  
 Union Oil, Soap, and Candle Co., Ltd., Lower Albert Street,  
 Auckland, C. 1  
 Warnock Bros., Ltd., 7 Kingston Street, Auckland, C. 1

and

The Auckland Fellmongers, Tanners, Soapworkers, and General  
 Tannery Employees' Industrial Union of Workers, 28 Inker-  
 man Street, Onehunga, Auckland, and the  
 Auckland Carriers and Beamsmen's Industrial Union of Workers,  
 South Lynn Road, New Lynn, Auckland

(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 from the 20th day of July, 1934, and shall continue in force until the 19th day of July, 1935, 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 19th day of July, 1934.

A. W. BLAIR, 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 5.15 p.m. on five days of the week, and between 7.15 a.m. and 12 noon on Saturdays.

(b) Two or three shifts of eight hours may be worked if necessary on six days of the week. Workers employed on shift work shall during each shift be allowed thirty minutes for a meal without deduction from wages. No worker under the age of twenty-one years shall be employed on the morning or evening shifts.

##### *Wages.*

2. (a) The following shall be the minimum rates of wages for the several classes of workers hereinafter specified:—

	Per Hour.
	s. d.
Fellmongery department—	
Wool-sorters .. .. .	1 9½
Pullers .. .. .	1 9½
Pelt classers and curers .. .. .	1 9½
Machine pelt fleshers and scudders .. .. .	1 8
Others .. .. .	1 6¾
Manure, tallow, soap, starch, and oil departments .. .. .	1 6¾

Tannery department—				Per Hour.
				s. d.
Curriers .. .. .	..	..	..	1 10½
Beamsmen .. .. .	..	..	..	1 10½
Rollermen .. .. .	..	..	..	1 8
Machine splitters (bark or chrome) ..	..	..	..	1 8½
Shaving-machine hands (bark or chrome)	..	..	..	1 8½
Machine unhairers .. .. .	..	..	..	1 8
Machine fleshers .. .. .	..	..	..	1 8
Machine scudders .. .. .	..	..	..	1 8
Others .. .. .	..	..	..	1 6¾

(b) A beamsman is a worker employed to flesh hides by hand.

(c) A currier is a worker employed to do all of the table operations in connection with the dressing of hides sides and waxed split (of bark-tanned leather only), excepting operations such as scouring, sumaching, making dubbing and colour, oiling, hanging up, &c.

(d) A worker required to do hand shaving shall while so employed be paid 1s. 10½d. per hour.

(e) A worker required to clean out digesters shall while so employed be paid 3d. per hour in addition to the wages specified in this clause.

(f) A worker employed on shift work between the hours of 6 p.m. and 6 a.m. shall be paid 1½d. per hour in addition to the wage specified in this clause.

#### Employment of Youths.

3. (a) The minimum rates of wages payable to youths employed in the fellmongery, tannery, manure, or tallow departments (including youths engaged as learners to beamsmen or curriers) shall be—

Age commencing.	First Year.	Second Year.	Third Year.	Fourth Year.	Fifth Year.	Sixth Year.	Seventh Year.
Under fifteen ..	12/6	15/-	22/6	27/6	35/-	40/-	50/-
Fifteen to sixteen ..	15/-	20/-	25/-	32/6	37/6	47/6	..
Sixteen to seventeen	17/6	22/6	27/6	35/-	45/-	..	..
Seventeen to eighteen	20/-	25/-	32/6	42/6	..	..	..
Eighteen to nineteen	22/6	30/-	40/-	..	..	..	..
Nineteen to twenty	30/-	40/-	..	..	..	..	..
Twenty to twenty-one	40/-	..	..	..	..	..	..

(b) The minimum rates of wages payable to youths employed in the soap, starch, candle, and oil departments shall be :—

Age commencing.	First Year.	Second Year.	Third Year.	Fourth Year.	Fifth Year.	Sixth Year.
Under sixteen ..	12/6	15/6	22/6	27/6	32/6	37/6
Sixteen to seventeen ..	15/-	20/-	25/-	32/6	37/6	..
Seventeen to eighteen	18/6	22/6	27/6	37/6	..	..
Eighteen to nineteen ..	22/6	27/6	37/6	..	..	..
Nineteen to twenty ..	27/6	37/6	..	..	..	..
Twenty to twenty-one	37/6	..	..	..	..	..

(c) An employer shall be entitled to make a rateable deduction from the weekly wages of youths for any time lost through the worker's sickness, default, or accident, or on account of the temporary closing of the factory for cleaning or repairing the machinery.

*Overtime and Holidays.*

4. (a) Except as 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 only for time worked in excess of eight hours in any one day of twenty-four hours.

(b) Double time shall be paid for all work done on Sunday, Christmas Day, and Good Friday, and time and a quarter for work done on Boxing Day, New Year's Day, Easter Monday, Labour Day, Sovereign's Birthday, and Anniversary Day.

*Payment of Wages.*

5. Wages shall be paid weekly.

*Termination of Employment.*

6. Three days' notice shall be given on either side of the termination of employment.

*Tools.*

7. The employer shall provide all tools and the equipment reasonably necessary to carry on the work.

*Piecework.*

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

*Females.*

9. Nothing in this award shall apply to females employed at packing.

*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 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.

*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.

*Scope of Award.*

12. This award shall apply 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.

*Term of Award.*

13. This award shall come into force on the 20th day of July, 1934, and shall continue in force until the 19th day of July, 1935.

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 19th day of July, 1934.

[L.S.]

\_\_\_\_\_ · A. W. BLAIR, Judge.

## MEMORANDUM.

The only matters referred to the Court related to under-rate workers and the date of the coming into force of the award. In other respects the award embodies the recommendations of the Conciliation Council, which the parties agreed to accept.

\_\_\_\_\_ A. W. BLAIR, Judge.