

(10979.) SOUTHLAND TANNERS AND FELLMONGERS.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Invercargill Tanners and Fellmongers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Cundall, A., Butcher, Invercargill.

Matheson, J., and Co., Kennington.

Southland Butchers By-Products Co., Ltd., Invercargill.

Southland Tanners, Ltd., Waikiwi.

Wallis, R. and F., Ltd., Gore.

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 November, 1936, 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 13th day of December, 1935.

[L.S.]

E. PAGE, 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 7.30 a.m.

and 5.30 p.m. on five days of the week, and between 7.30 a.m. and 1 p.m. on the sixth day, such day to be mutually arranged between each employer and his employees.

(b) Not less than three-quarters of an hour shall be allowed for dinner, between 12 noon and 1 p.m., unless mutually arranged otherwise between the employers and the workers.

Overtime.

2. Overtime shall be paid for at the rate of time and a quarter for the first three hours and thereafter double time.

Holidays.

3. (a) The following shall be the recognized holidays: New Year's Day, 2nd January, Good Friday, Easter Monday, Labour Day, Birthday of the Reigning Sovereign, Christmas Day, and Boxing Day.

(b) Any work done on Christmas Day, Good Friday, Labour Day, or Sundays shall be paid for at the rate of double time; other holidays time and a half.

Payment of Wages.

4. Wages shall be paid weekly or fortnightly, on Friday, in the employer's time.

Rate of Wages.

5. (a) Fellmongery: Wool-sorters, pullers, and pelt-classers, 1s. 10d. per hour.

(b) Bone-grinders, 1s. 9½d. per hour.

(c) Hand-scourers, wool-washers, scudders, fleshers, and wool-pressers, 1s. 8½d. per hour.

(d) All other workers, 1s. 7d. per hour.

(e) Piecework rates for wool-sorters, 1s. 4d. per hundred-weight.

Tannery Workers.

6. (a) Journeymen curriers, machine splitters, machine shaving and whitening, 1s. 11d. per hour.

(b) Machine-setting, drum-stuffing, chrome-tanners, and chrome-dyeing, 1s. 10d. per hour.

(c) Fleshers, scudders, and unhairers, 1s. 8½d. per hour.

(d) Hide and lime-pit hands and tan-yard hands, 1s. 8d. per hour.

(e) All other workers, 1s. 7d. per hour.

Employment of Youths.

7. The rates of pay for youths shall be as follows:—

	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	9½	
Nineteen to twenty years of age	1	0	
Twenty to twenty-one years of age	1	2½	

Proportion of Youths.

8. The proportion of youths shall be as follows: One youth to every three or fraction of three workers over twenty-one years of age.

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 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.

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 6d. 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.

General Conditions.

11. (a) Where a higher rate of wages than is provided for in this award is being paid to any individual worker, it shall not be reduced, provided he continues to perform that particular work.

(b) All workers shall be supplied when necessary with aprons, leggings, gloves, vamps, and all other necessary tools.

(c) Gum boots shall be supplied to hand wool-washers and workers on skin-dollies.

(d) Privileges at present existing shall remain in force.

(e) Proper provision shall be made for dressing accommodation and for drying wet clothes.

(f) Lavatory accommodation to the satisfaction of the local Inspector of Factories shall be provided.

(g) The employer shall keep a clock going, placed in a prominent position in each factory.

Term of Award.

12. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of November, 1935, 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 November, 1936.

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 13th day of December, 1935.

[L.S.]

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E. PAGE, Judge.

MEMORANDUM.

The only matter referred to the Court related to under-rate workers. In other respects the award embodies the recommendations of the Conciliation Council, which the parties agreed to accept.

E. PAGE, Judge.