

(11214.) WELLINGTON (TWENTY-FIVE MILES RADIUS) **TANNERS.**—
AWARD.

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

Payes Tannery, Limited, Stewart Buildings, Courtenay Place,
Wellington.

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 2nd day of November, 1937, 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 5th day of November, 1936.

[L.S.]

E. PAGE, Judge.

SCHEDULE.

Hours of Work.

1. The hours of work shall be forty per week and eight hours in any one day, to be worked continuously between the hours of 7.30 a.m. and 5.30 p.m. on five days of the week. Not less than three-quarters of an hour shall be allowed for a meal. When shifts are necessary, shift-workers may be employed between the hours of 6 a.m. and 11 p.m. Workers on shift-work shall be paid 1s. per shift extra.

Wages.

2. (a) The following shall be the rates of pay :—

				Per Hour.	
				s.	d.
Skilled tanners	..	..	..	2	7½
Labourers	..	..	..	2	2

(b) Youths shall be paid not less than the following weekly rates of wages :—

Starting-age.		Sixteen Years.	Seventeen Years.	Eighteen Years.	Nineteen Years.
Starting wage	.. ..	20/-	22/6	25/-	25/-
End of 6 months	.. ..	25/-	27/6	30/-	30/-
End of 1st year	.. ..	30/-	32/6	35/-	40/-
End of 1½ years	.. ..	35/-	37/6	40/-	47/6
End of 2 years	.. ..	40/-	42/6	45/-	55/-
End of 2½ years	.. ..	45/-	47/6	50/-	..
End of 3 years	.. ..	50/-	52/6	55/-	..
End of 3½ years	.. ..	55/-	57/6	..	..
End of 4 years	.. ..	60/-	62/6	..	..
End of 4½ years	.. ..	65/-	..	..	..
End of 5 years	.. ..	86/8	..	..	..

Overtime and Holidays.

3. (a) All overtime worked in excess of the hours prescribed in clause 1 hereof shall count as overtime and shall be paid for at the rate of time and a half: Provided that all work done up to and including half an hour shall be deemed half an hour for the purpose of computing overtime payable and all work done for any period exceeding half an hour and up to one hour shall count as one hour in the computation of overtime: Provided that work done on any Saturday shall be paid for at the rate of time and a half for the first four hours and thereafter double time.

(b) The following shall be observed as full holidays—viz., Christmas Day, Boxing Day, New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Labour Day, and Birthday of Reigning Sovereign.

(c) Wages for each holiday allowed to any person as provided for in subclause (a) hereof shall be at the same rate as for ordinary working-days, and shall be paid at the first regular pay day thereafter.

(d) Payment of wages for the said holidays shall be made to all persons who have been employed in the factory—

- (i) In the case of Christmas Day, Boxing Day, New Year's Day, Good Friday, or Easter Monday, at any time during the fortnight ending on the day on which the holiday occurs :
- (ii) In the case of any other whole holiday for at least four days during the week ending on the day on which the holiday occurs.

(e) Every person who is actually employed on any whole holiday shall, in addition to the payment to which he is entitled under the foregoing subclause be paid therefor at double the ordinary rate.

Payment of Wages.

4. Wages, including all overtime, shall be paid on or before Friday in each week within five minutes of ceasing work.

Employment.

5. (a) Subject to clause 3 hereof, the employment shall be deemed to be weekly employment and there shall be no deduction from the weekly wage except through the worker's sickness or default, or his or her absence from work through no fault of the employer, when time lost may be deducted.

(b) Not less than one working week's notice shall be given by either party of the termination of employment, except in the case of casual workers, who shall be paid immediately upon discharge: Provided that nothing in this subclause shall prevent an employer from summarily dismissing any worker for wilful misconduct or insubordination.

Tools.

6. The employer shall provide all tools and equipment to carry out the work, and shall provide suitable gum boots and aprons.

Tea-money.

7. Workers called upon to work overtime shall be provided with meal-money to the value of 1s. 6d., unless the worker has been told the day previously that he would be required to work overtime.

Workers to be Members of Union.

8. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in the industry to which this award relates any adult person who is not for the time being a member of an

industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award :

Provided, however, that any non-unionist may be continued in employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards shall be deemed to be an adult.

NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.

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.

Disputes.

10. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded, but shall always

proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon, or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court within fourteen days after such decision has been made known to the party desirous of appealing.

Scope of Award.

11. This award shall operate within a twenty-five miles radius of the Chief Post-office in the City of Wellington.

Term of Award.

12. This award shall, in so far as it relates to wages, be deemed to have come into force on the 2nd day of November, 1936, 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 2nd day of November, 1937.

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 5th day of November, 1936.

[L.S.]

_____ E. PAGE, Judge.

MEMORANDUM.

The only matters referred to the Court related to under-rate workers and membership of the union. In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council.

_____ E. PAGE, Judge.