

NORTHERN INDUSTRIAL DISTRICT **FELLMONGERS.**—AWARD

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Auckland Fellmongers, Tanners, Soap-workers, and General Tannery Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Auckland Meat Co., Ltd., Wakefield Street, Auckland,
C. 1.

Austin, Norman, Te Papapa, Auckland, S.E. 5.

Churches, E. B. and M., Panmure, Auckland, S.E. 7.

Donald, Alex., Ltd., 703 Dilworth Buildings, Auckland,
C. 1.

Donald, A., and Sons, Grey Lynn, Auckland, W. 2.

Lichtensteins, E., and Co., Ltd., Onehunga, Auckland,
S.E. 5.

Sutherland, W., and Co., Ltd., 8 Cook Street, Auckland,
C. 1.

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 6th day of March, 1941, 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 duly appointed delegate of the Court hath hereunto set his hand, this 29th day of February, 1940.

[L.S.] J. A. GILMOUR, Stipendiary Magistrate,
Acting as a duly appointed delegate
of the Court of Arbitration.

SCHEDULE.

Industry to which Award applicable.

1. This award shall apply throughout the Northern Industrial District to the industry of fellmongery and boiling down carried on outside of and apart from the freezing industry.

Hours of Work.

2. (a) A week's work shall not exceed forty-four 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 eight per day on five days of the week between 7.45 a.m. and 5 p.m., and four on Saturday between 7.45 a.m. and noon. Not less than three-quarters of an hour shall be allowed for a meal, unless otherwise agreed upon.

(b) Shifts of eight hours may be worked if necessary on five days of the week. Workers employed on shift-work shall not work more than forty-four hours in any one week without payment of overtime, and 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.

(c) A worker employed on shift-work between the hours of 4 p.m. and 8 a.m. shall be paid 1s. 6d. per shift in addition to the wage specified in clause 3 hereof.

Wages.

3. The following shall be the minimum rates of wages for the several classes of workers hereinafter specified:—

	Per Hour.
	s. d.
Pullers	2 9
Pelt classers and curers	2 8½
Machine and hand scudders on pelts	2 6
Machine pelt-fleshers	2 6
All others	2 4
Manure and tallow departments	2 5½

Youths.

4. (a) Youths may be employed at the following minimum rates of pay:—

	Per Week.
	£ s. d.
Under 16 years of age	1 2 6
From 16 to 16½ years of age	1 7 6
From 16½ to 17 years of age	1 12 6
From 17 to 17½ years of age	1 17 6
From 17½ to 18 years of age	2 2 6
From 18 to 18½ years of age	2 7 6
From 18½ to 19 years of age	2 15 0
From 19 to 20 years of age	3 5 0
From 20 to 21 years of age	3 15 0

(b) No deduction shall be made from the weekly wages mentioned in this clause except for time lost by the worker through his own default or sickness.

Overtime.

5. (a) Time worked in any day outside of or in excess of the hours specified in clause 2 hereof shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(b) In the case of shift-workers, overtime at the above-mentioned rates shall be paid in excess of the specified shift hours.

Holidays.

6. (a) All workers shall receive the following holidays in each year: New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Christmas Day, Boxing Day, and the birthday of the reigning Sovereign.

(b) Each of the holidays mentioned in subclause (a) of this clause shall be subject to the provisions of the Factories Amendment Act, 1936, as amended by section 17 of the Statutes Amendment Act, 1938, and shall be paid in accordance therewith as an ordinary working-day. Pieceworkers shall in such case be paid the rates specified herein for timeworkers.

(c) All work done on any of the holidays mentioned in subclause (a) of this clause shall be paid for at double rates in addition to the ordinary rates payable under subclause (b) of this clause.

(d) All work done on Sunday shall be paid for at double rates.

(e) The 2nd January and Anniversary Day shall be allowed as holidays, but a worker shall not be entitled to pay for such days unless he works, in which case he shall be paid for time worked at the rate of time and a half.

(f) In the event of a holiday other than Anzac Day falling on a Sunday, such holiday shall be observed on the succeeding Monday, and in the event of another holiday falling on such Monday, such other holiday shall be observed on the succeeding Tuesday.

General.

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

(b) Where necessary, workers shall be supplied with water-proof aprons, leggings, vamps, and gloves, and either clogs, gum boots, or water-tight boots at the employer's option.

(c) Dining-rooms and dressing-rooms and facilities for drying wet clothes shall be provided and kept clean by the employer: Provided that one room of sufficient size may be provided for both dining and dressing.

(d) Suitable washing-accommodation with both hot and cold water shall be provided.

(e) Hot and cold showers shall be provided for manure-workers.

Payment of Wages.

8. Wages shall be paid weekly not later than Thursday of each week.

Termination of Employment.

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

Right of Entry.

10. Every employer bound by this award shall permit the secretary or other authorized officer of the union of workers to enter at all reasonable times (to be mutually arranged between the employer and the union) upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Workers to be Members of Union.

11. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award 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 any position or 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.

12. (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.

Application of Award.

13. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial district to which this award relates.

Scope of Award.

14. This award shall operate throughout the Northern 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 21st day of August, 1939, 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 6th day of March, 1941.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the duly appointed delegate of the Court hath hereunto set his hand, this 29th day of February, 1940.

J. A. GILMOUR, Stipendiary Magistrate,
Acting as a duly appointed delegate
of the Court of Arbitration.

[L.S.]

MEMORANDUM.

The only matters in dispute related to "smoke-oh," term of award, and the question of the inclusion as a party of Messrs. R. and W. Hellaby, Ltd.

A period for "smoke-oh" was claimed by the union, but as the evidence showed that smoking was not prohibited during working-hours the claim has been disallowed. Further, there is no provision for a period for "smoke-oh" in the recently made Canterbury and Otago and Southland Fellmongers' award.

The specified currency of the last-mentioned award expires on the 6th day of March, 1941, and, in furtherance of the Court's policy of encouraging the making of Dominion awards as far as possible, it has been provided that this award shall continue in force until the same date.

Messrs. R. and W. Hellaby, Ltd., have been provisionally exempted from the operation of this award pending a decision by the Court of Arbitration on the question whether that company should more properly be covered by the Freezing-works Employees' award or by some other appropriate award or industrial agreement. This exemption is made on the clear understanding that neither party is to be prejudiced thereby in any way.

J. A. GILMOUR, Stipendiary Magistrate.

ORDER GRANTING EXEMPTION FROM AWARD.

In pursuance and exercise of the powers conferred on the Court by section 89 of the Industrial Conciliation and Arbitration Act, 1925, as amended by section 5 (4) of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1937, exemption from the provisions of the foregoing award is hereby granted to Messrs. R. and W. Hellaby, Ltd., Auckland, pending a decision by the Court of Arbitration on the question whether the said company should be covered by the Freezing-workers' award or by any other appropriate award or industrial agreement.

Dated this 29th day of February, 1940.

J. A. GILMOUR, Stipendiary Magistrate,

[L.S.]

Acting as a duly appointed delegate
of the Court of Arbitration.