FUR DRESSERS AND DYERS, LTD., DUNEDIN, EMPLOYEES.----INDUSTRIAL AGREEMENT

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement, made on the 12th day of July, 1945, between the Dunedin Fur-trade Employees' Industrial Union of Workers and Fur Dressers and Dvers. Ltd.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas application has been made for approval of the industrial agreement made on the 12th day of July, 1945, between the Dunedin Fur-trade Employees' Industrial Union of Workers, of the one part, and Fur Dressers and Dyers, Ltd., of the other part: Now, therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said industrial agreement solely for the purposes of the said regulations.

Dated this 24th day of July, 1945.

[L.S.]

A. TYNDALL, Judge.

Fur Dressers and Dyers, Ltd., Dunedin, Employees.— Industrial Agreement

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 12th day of July, 1945, between the Dunedin Fur-trade Employees' Industrial Union of Workers (hereinafter referred to as "the union"), of the one part, and Fur Dressers and Dyers, Ltd., 6 Calder Avenue, North-east Valley, Dunedin N.E.1 (hereinafter

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referred to as "the employers"), of the other part, whereby it is mutually agreed by and between the said parties hereto as follows:—

SCHEDULE

Hours of Work

1. Forty hours shall constitute a week's work, to be worked on five days of the week between the hours of 8 a.m. and 5 p.m. from Monday to Friday, both days inclusive. Eight hours shall constitute a day's work.

Shift-work

2. (a) Shifts may be worked as required by the employer. Eight hours shall constitute a full shift.

(b) A worker required to work for less than three consecutive shifts shall not be deemed to be a shift-worker, but shall be paid for such work at overtime rates: Provided that a worker taking another worker's shift shall be deemed to be a shift-worker.

(c) Shift-workers shall not be required to work the same shift in consecutive weeks.

(d) Shift-workers shall receive, in addition to the wages herein prescribed, the sum of 1s. 6d. per shift extra.

Wages

3. The following shall be the minimum ra	tes	of	wage	s:—
(a) Junior Males—	Per	w	eek.	
	£	s.	d.	
First six months of service	1	2	6	
Second six months of service	1	7	6	
Third six months of service	1	12	6	
Fourth six months of service	1	17	6	
Fifth six months of service	2	2	6	
Sixth six months of service	2	10	0	
Fourth year of service	3	0	0	
	Per Hour.			
Fifth year of service, or nineteen	to	8.	đ,	
twenty years of age		2	0	
Sixth year of service, or twenty	to			
twenty-one years of age		2	4 <u>1</u>	. 7
Thereafter		2	81	

 (b) Adult Males: All adult workers commencing without previous Per Hour. experience:— S. d. For the first eighteen months' service 2 21/2 For the second eighteen months' service 2 41/2 Thereafter Stretching machinist Stretching machinist
First man, tipping-room
Tannery (vat-men)
Fleshers after six months' experience
Fleshers with more than one year's
experience First man, drum room
First man, shearing and epilating $\therefore \geq 2 \ 10\frac{1}{2}$
First man, dyehouse
First man, striping
First man, tannery
Providing that any worker
who, for more than one week, is
called upon to perform work for which a higher rate of payment
is prescribed shall for the time
being receive such payment. Per Week.
(c) Females— \pounds s. d.
First six months of service 1 0 0
Second six months of service 1 5 0
Third six months of service 1 10 0
Fourth six months of service 1 15 0
Fifth six months of service 2 0 0
Sixth six months of service 2 5 0
Per Hour.
Fourth year of service, or nineteen to s. d.
twenty years of age 1 3
Sixth year of service, or twenty to
twenty-one years of age \dots 1 , $4\frac{1}{2}$
Thereafter $\dots \dots \dots$

Increase in Rates of Remuneration

4. The two general orders under the Rates of Wages Emergency Regulations 1940, and dated 9th August, 1940, and 31st March, 1942, respectively, shall be deemed to be incorporated in this agreement and shall have effect according to their tenor.

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Overtime

5. (a) All time worked in excess of eight hours in any one day or shift, or, in the case of day-workers, before 8 a.m. or after 5 p.m., shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first four hours and double time rates thereafter.

(b) Notice of intention to work overtime after 6 p.m. shall be given by the employer not later than on the previous working-day, or, where such notice is not given, the employer shall pay each worker required to work overtime the sum of 2s. meal-money, which shall be paid to the worker not later than the ordinary closing-hour of the factory on the day upon which such overtime is to be worked.

(c) An interval of one hour shall occur between the ordinary time for the ceasing of work and the commencement of overtime, except that in the case of any job requiring not more than one hour to complete the work shall proceed without a break.

(d) In the case of notice of intention to work overtime after 6 p.m. being cancelled on the day on which overtime was to be worked, workers given such notice shall receive the sum of 2s. in addition to the wages due for that day.

(e) The provisions of clause 4 of this agreement increasing rates of remuneration shall not apply to the meal-money payments provided for in this clause.

Holidays

6. (a) If and when any of the following days fall on an ordinary working-day—viz., Christmas Day, Boxing Day, New Year's Day and the day following, Good Friday, Easter Monday, Labour Day, Anzac Day, and the birthday of the reigning Sovereign—they shall be observed as holidays and paid for. In the event of any of the said holidays, other than Anzac Day, falling on a Sunday, it shall be observed on the following Monday.

(b) For work done on any of the aforementioned holidays, payment shall be made at double the ordinary rates.

(c) Holidays shall be allowed in accordance with the provisions of the Annual Holidays Act, 1944.

Payment of Wages .

7. (a) Wages shall be paid weekly and in the employer's time on Tuesday of each week.

(b) An employer shall not retain more than one day's pay at each wages payment.

Termination of Employment

8. (a) Except in the case of workers on weekly wages, twenty-four hours' notice of the termination of employment shall be given by the employer to the worker or by the worker to the employer, as the case may be; but this shall not affect the right of the employer to dismiss a worker without notice for wilful misconduct.

(b) Any worker leaving or being discharged shall be paid all wages due to him immediately upon termination of his employment.

(c) Upon the termination of the employment the employer shall, if requested to do so, provide the worker with a statement setting out the duration of the said worker's service.

Deductions from Wages

9. In the case of workers on weekly wages the employment shall be deemed to be a weekly one, and no deduction shall be made save for time lost through the worker's sickness or default or through any cause over which the employer has no control.

General Provisions

10. All male workers employed on wet work in the tanning and dyeing departments shall be provided with gum boots and rubber aprons, and all females employed in the greasing department shall be provided with canvas or other suitable aprons.

Matters not provided for

11. Any dispute in connection with any matter not provided for in this agreement shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the local Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within fourteen days after such decision shall have been communicated to the party desiring to appeal.

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Right of Entry

12. The secretary or other authorized officer of the union of workers shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times 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

13. (a) Subject to the provisions of section 18 (5) of the Industrial Conciliation and Arbitration Amendment Act, 1936, it shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement.

(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 agreement 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

14. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement 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 Agreement

15. This agreement shall apply only to the parties named herein.

Term of Agreement

16. This agreement, so far as it relates to wages, shall be deemed to have come in force on the 3rd day of April, 1945, and so far as all the other conditions of this agreement are concerned it shall come into force on the day of the date hereof; and this agreement shall continue in force until the 3rd day of October, 1945.

In witness whereof these presents have been executed the day and year hereinbefore appearing.

Signed on behalf of the Dunedin Fur-trade Employees' Industrial Union of Workers-

WILLIAM H. ROFF, Secretary.

Signed on behalf of Fur Dressers and Dyers, Ltd.-

WM. THOMSON, Director and Manager.