

**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 11th day of February, 1949, between the Dunedin Fur Trade Employees Industrial Union of Workers and Fur Dressers and Dyers, Limited, Dunedin.

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 it is provided further that no such industrial agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the industrial agreement made on the 11th day of February, 1949, between the Dunedin Fur Trade Employees' Industrial Union

of Workers, of the one part, and Fur Dressers and Dyers, Limited, 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 for the purposes of the said regulations.

Dated this 31st day of March, 1949.

[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 eleventh day of February 1949 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 referred to as "the employer") 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 days 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; providing 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 2s. 6d. per shift extra.

*Wages*

3. The following shall be the minimum rate of wages:—

	Per Week.		
	£	s.	d.
(a) Junior males—			
First six months of service ..	1	17	6
Second six months of service ..	2	3	6
Third six months of service ..	2	14	6
Fourth six months of service ..	3	5	6
Fifth six months of service ..	3	11	0
Sixth six months of service ..	3	16	6
Fourth Year .. ..	4	12	6
Fifth Year .. ..	5	2	6
Thereafter if under twenty-one years of age .. ..	6	0	0
Thereafter if over twenty-one years of age adult male rates.			

Provided that workers commencing over sixteen years of age shall receive 5s. in advance of the above rates—over seventeen years of age 7s. 6d. in advance of the above rates and over eighteen years of age 10s. per week in advance of the above rates. But this proviso shall not operate so as to increase the rate of £6 per week.

(b) The number of youths employed shall not exceed one youth to each three or fraction of three workers over twenty-one years of age employed.

*Adult Males*

4. (a) All adult males commencing without previous experience—

	Per Hour.		
	s.	d.	
For the first twelve months ..	3	0	
For the second twelve months ..	3	3	
For the third twelve months ..	3	6	
Thereafter and all other adult males ..	3	7½	

(b) Men appointed to take charge in any department 2d. per hour extra.

*Females*

	Per Week.		
	£	s.	d.
5. (a) For the first six months of service	1	11	6
For the second six months of service	1	16	6
For the third six months of service	2	1	6
For the fourth six months of service	2	7	6
For the fifth six months of service	2	12	6
For the sixth six months of service	2	17	6
Fourth year .. ..	3	7	6
Fifth year .. ..	4	4	0
Thereafter .. ..	4	10	0

Provided that workers commencing over the age of sixteen years shall receive 5s. per week in advance of the above rates—over seventeen years of age 7s. 6d. in advance of the above rates and over eighteen years of age 10s. in advance of the above rates. But this proviso shall not operate so as to increase the rate of £4 4s.

Provided that any woman commencing over twenty-one years of age shall receive £4 4s. per week for the first twelve months and thereafter £4 10s.

(b) Women appointed to take charge in any department 2d. per hour extra.

#### *Overtime*

6. (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. 3d. meal money, which shall be paid to the worker not later than the ordinary closing time of the factory on the day upon which the overtime is to be worked.

(c) An interval of one hour shall occur between the ordinary time for ceasing 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, the workers given such notice shall receive the sum of 2s. 3d. in addition to the wages due for that day.

#### *Holidays*

7. (a) The following shall be observed as holidays and shall be paid for at the same rate as ordinary working days—Christmas Day, Boxing Day, New Year's Day and the day following, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign Labour Day and Anniversary Day or a day in lieu thereof.

(b) Should any of the above mentioned holidays with the exception of Anzac Day fall on a Saturday or Sunday then for the purpose of this award such holidays shall be observed on the following Monday or Tuesday.

(c) Double rates shall be paid for any work performed on Saturday afternoons, Sunday or any of the above mentioned holidays.

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

### *Payment of Wages*

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

(b) The employer shall not retain more than one days pay at each wages payment.

### *Termination of Employment*

9. (a) Except in the cases 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 or her immediately upon the termination of employment.

(c) Upon the termination of 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.

### *Deduction From Wages*

10. 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*

11. (a) All workers employed on wet work in the tanning and dyeing departments shall be provided with gum boots and rubber aprons and workers employed in the greasing department shall be provided with canvas or other suitable aprons, and oilers shall be provided with one pair of clogs as required.

(b) Workers employed cleaning settling boxes and tanks shall be paid 3d. per hour extra while so employed.

(c) A ten minute rest period shall be allowed to all workers in the morning and afternoon.

### *Bonus Claim*

12. In all cases where a bonus is paid the basis on which the bonus is calculated shall be negotiated between representatives elected by the workers directly concerned in the factory and the employer.

### *Matters Not Provided For*

13. 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 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 desirous of appealing.

### *- Right of Entry*

14. 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 far as to interfere unreasonably with the employer's business.

### *Workers to be Members of Union*

15. (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 award to employ or continue to employ in any position of 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.

(b) For the purpose 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-*

16. (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 workers 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.

#### *First Aid Outfit*

17. A St. John first-aid outfit or similar kit fully equipped shall be provided by the employer on each floor in each factory.

#### *Scope of Agreement*

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

#### *Term of Agreement*

19. This agreement shall come into force on the first day of February 1949 and shall continue in force until the twenty-eighth day of February 1950.

In witness whereof the parties hereto have executed these presents the day and year first before written—

W. THOMSON,

Managing Director, Fur Dressers & Dyers Ltd.

[L.S.]

R. A. HILL,

Authorized Agent Dunedin Fur Trade Employees  
Industrial Union of Workers.

**FUR DRESSERS AND DYERS, LTD., DUNEDIN, EMPLOYEES—  
AMENDMENT OF INDUSTRIAL AGREEMENT**

In the Court of Arbitration of New Zealand.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and the Economic Stabilization Emergency Regulations 1942; and in the matter of the Fur Dressers and Dyers, Ltd., Dunedin, Employees' industrial agreement, made on the 11th day of February, 1949, and recorded in 49 Book of Awards 394.

IN pursuance and exercise of the powers vested in it by the Economic Stabilization Emergency Regulations 1942, and of every other power in that behalf thereunto enabling it, this



Court, for the purpose of giving effect to the pronouncement made by it on the 12th day of April, 1949, doth hereby order as follows:—

1. That the said industrial agreement shall be amended in the manner following:—

(1) By deleting subclause (a) of clause 3 (Wages) and substituting therefor the following subclause:—

“(a) Junior Males—	Per Week.		
	£	s.	d.
“First six months of service ..	2	0	0
“Second six months of service ..	2	6	0
“Third six months of service ..	2	17	0
“Fourth six months of service ..	3	8	0
“Fifth six months of service ..	3	13	6
“Sixth six months of service ..	3	19	0
“Fourth year ..	4	15	0
“Fifth year ..	5	5	0
“Thereafter, if under twenty-one years of age ..	6	16	8
“Thereafter, if over twenty-one years of age, adult male rates.			

“Provided that workers commencing over sixteen years of age shall receive 5s. per week in advance of the above rates; over seventeen years of age, 7s. 6d. per week in advance of the above rates; and over eighteen years of age, 10s. per week in advance of the above rates. But this proviso shall not operate so as to increase the rate of £6 16s. 8d. per week.”

(2) By deleting subclause (a) of clause 4 (Adult Males) and substituting therefor the following subclause:—

“(a) All adult males commencing without previous experience—

	Per Hour.		
	s.	d.	
“For the first twelve months ..	3	5	
“For the second twelve months ..	3	6	
“For the third twelve months ..	3	7½	
“Thereafter and all other adult males ..	3	9	

2. That this order shall be deemed to have come into force on the 1st day of June, 1949.

Dated this 10th day of June, 1949.

[L.S.]

A. TYNDALL, Judge.

#### MEMORANDUM

This amendment gives effect to an agreement of the representatives of the parties.

A. TYNDALL, Judge.