

NORTHERN INDUSTRIAL DISTRICT TANNERS—AWARD

In the Court of Arbitration of New Zealand, Northern Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Auckland Carriers, Beamsmens', Fellmongers, Tanners, Soap Workers and General Tannery Employees Industrial Union of Workers (hereinafter called "the union") and the undermentioned companies (hereinafter called "the employers"):

Astley, E., and Sons Ltd., 107 Hobson Street, Auckland.

Goodes, Harold, and Son Ltd., 63 Angle Street, Te Papapa, Auckland.

Lee and Arlington Ltd., Luke Street, Otahuhu.

Sutherland, W., and Co. Ltd., 10 Cook Street, Auckland.

Warnock Bros. Ltd., 280 Richmond Road, Grey Lynn, Auckland.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 130 of the Industrial Conciliation and Arbitration Act 1954, 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 31st day of May 1961 and hereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 2nd day of February 1960.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to the tanning industry but shall not apply to foremen in receipt of a salary over £860 per annum excluding overtime.

Hours of Work

2. (a) The ordinary hours of work shall not exceed 40 per week or eight per day, to be regulated by mutual agreement between the employer and the workers concerned according to the special requirements and circumstances of his business, but so that the ordinary hours of work shall be made to fall between 7 a.m. and 5.30 p.m. on five days of the week (Monday to Friday, both days inclusive).

(b) Two or three shifts of eight hours each may be worked, if necessary, on five days of the week (Monday to Friday, both days inclusive). Workers employed on shift-work between the hours of 5.30 p.m. and 7 a.m. shall during each shift be allowed 30 minutes for a meal without deduction from wages. No worker under the age of 21 years shall be employed on the morning or evening shifts. Any shift, other than one worked between the hours of 7 a.m. and 5.30 p.m., shall consist of eight consecutive hours, inclusive of crib-time. Work shall not be deemed to be shift-work unless shifts are worked on four or more consecutive working days.

(c) A worker employed on shift-work between the hours of 5.30 p.m. and 7 a.m. shall be paid 4s. per shift in addition to the wage specified in clause 3 hereof.

(d) Except in the case of shift-workers employed between 5.30 p.m. and 7 a.m. (who shall be allowed 30 minutes' crib-time in each shift), no worker shall be employed for more than four and a quarter hours without an interval of not less than three-quarters of an hour for a meal, unless otherwise mutually arranged between the employer and the workers.

(e) Notwithstanding the foregoing, by mutual arrangement, five hours may be worked continuously without an interval for a meal in order to complete the day's work.

Wages

3. (a) The following shall be the minimum rates of wages:	Per Hour
	s. d.
Curriers	6 4½
Hand fleshers	6 4½
Machine-splitter (operator in charge of machine)	6 4½
Colour-leather dyer (if responsible for formulae and mixing dyes)	6 4½
Bend sorter or classer	6 4½
Machine flesher	6 2¾
Shaving-machine operator	6 2¾
Machine and hand unhairers	6 2¾
Machine scudders	6 2¾
Hand scudder	6 2¾
Tan-yard, lime-yard, drum hands and dolleymen	6 2¾
Applying paste and/or setting out on pasting machine	6 0¼
Black-leather dyer	6 0¼
Machine splitter's assistants	6 0¼
Hair washer	6 0¼
Staking machinist	5 11½
Pelt flesher	5 11½
Rollerman	5 11½
Workers handling green or salted hides	5 11½
Striker or setting-out machinist	5 11
Sprayers and lacquer-mixer	5 11
Buffing and fluffing machinists	5 11
Oil and chamois tanner	5 11
Table hands setting out chrome	5 11
Sammying machinist	5 11
Hydro extractor operator	5 11
Glazing machinists	5 9½
Boarding machinists	5 9½
Ironing and embossing machinist	5 9½
Seasoning machinists and assistants	5 9½
Shedman applying dressing to sole leather and offal	5 9½
All other workers	5 8½

Operators or assistants on any power-driven machine used in the industry not otherwise provided for in this award shall be paid 1d. per hour in addition to the minimum rate for adult workers.

(b) A "currier" is a worker competent to do all the table operations in connection with the dressing of hide sides and waxed split on drum or hand stuffed bark tanned leather, excepting operations such as scouring, summaching, making dubbing and colour, oiling and hanging up. If a table hand is employed on any of the above first described operations he shall be paid currier's rates.

(c) When workers are required to enter flues or back-end smoke boxes for the purpose of cleaning them or to chip or clean the interior of boilers while such boilers are laid off for inspection or overhaul, they shall be paid 6s. extra per day or part of a day while so employed.

Employment of Youths

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

	Per Week		
	£	s.	d.
Under 17 years of age	5	0	3
17 to 17½ years of age	5	11	6
17½ to 18 years of age	6	6	6
18 to 18½ years of age	6	15	0
18½ to 19 years of age	7	8	9
19 to 20 years of age	8	7	3
20 to 21 years of age	9	9	9

(b) The number of youths employed shall not exceed one youth to every three or fraction of three workers over 21 years of age employed.

(c) No deduction shall be made from the weekly wages mentioned in this clause except for time lost by the worker through his own default, sickness, accident, or on account of the temporary closing of the factory.

(d) Youths substantially employed as beam-shed, tan-yard, or drum hands shall be paid 15 per cent above the scale set out in subclause (a) of this clause.

(e) No youth under 21 years shall work the following machines unless paid the adult rates for the time so employed: machine splitters, machine splitter's assistant on limed hides or limed hide sides, shaving-machine on hides or hide sides, machine fletcher on hides or hide sides, machine unhairer, hydro extractor and scudding machine on hides or hide sides.

Requirements of Economic Stabilisation Regulations

5. No worker bound by this award shall in any week be paid a lesser amount by his employer than the worker would have been entitled to be paid under this award if it had specifically applied the general order of the Court dated 18 September 1959 otherwise than by incorporation pursuant to the pronouncement of the Court dated 18 September 1959.

Overtime

6. (a) Time worked in any day outside 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: Provided that on Saturdays four hours may be worked before noon at time and a half rates.

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

(c) When a worker is required to work overtime after 6 p.m. he shall receive an allowance of 5s. for meal money.

(d) Workers required to work on Saturdays, Sundays or holidays shall be paid a minimum of three hours' pay unless the worker elects to work for a lesser period in which case he shall be paid for the time worked only.

Holidays

7. (a) All workers shall receive the following holidays in each year: New Year's Day, Anniversary Day or a day in lieu thereof, 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 Act and shall be paid for in accordance therewith as an ordinary working-day. Piece-workers shall in such cases be paid the rates specified herein for time-workers.

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

(d) 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.

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

Annual Holidays

8. (a) Holidays shall be allowed in accordance with the Annual Holidays Act 1944, with the following further provisions contained in subclause (b) of this clause.

(b) The employer shall, where practicable, give at least two months' notice of the commencing date of annual holidays.

Payment of Wages

9. Wages shall be paid weekly not later than Thursday in the employer's time and each worker shall receive with his wages a written statement showing how the wages are made up.

Termination of Employment

10. Where the employment is less than six months, four hours' notice shall be given of the termination of employment. Where the employment extends beyond six months, three days' notice shall be given by the employer or worker as the case may be; but this shall not prevent the employer from summarily dismissing a worker for misconduct.

Tools and Equipment

11. The employer shall provide suitable types of tools, aprons, clogs, leggings, gloves, vamps, gumboots, respirators, and other equipment necessary to carry on the work. Workers who are supplied with boots or paid a boot allowance as provided for in clause 14 shall not be entitled to gumboots or clogs under this clause.

Piecework

12. Piecework may be introduced by the employer. In such event the piecework rates shall be mutually agreed upon between the employer and the workers directly concerned and their duly authorised union representative.

Matters Not Provided For

13. The essence of this award being that work shall continue without interruption, any dispute in connection with any matter not provided for in this award shall be settled between the employer or his representative and the president or secretary of the union, and in default of any agreement being arrived at the matter shall be referred to the Conciliation Commissioner for the district, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Conciliation Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within 14 days after such decision shall have been communicated to the party desiring to appeal.

General Conditions

14. (a) Standing-by time shall be paid for at ordinary rates.

(b) Suitable accommodation shall be provided for workers' bicycles.

(c) As required by the Factories Act 1946, provision shall be made for washing, dining, and dressing accommodation, and for drying wet clothes. The dressing accommodation shall include the provision of a separate locker for each worker. The union shall appoint delegates whose duty it shall be to see that the workers do everything in their power to keep the accommodation in a clean and tidy condition.

(d) A supply of boiling water shall be available at meal-times and "smoke-oh". Suitable provisions for heating food shall be provided.

(e) Men required to enter drains and filters for the purpose of cleaning them shall be paid 1s. per hour extra whilst so employed.

(f) A first-aid outfit, suitably equipped, shall be kept in a convenient place, and a suitable person appointed in charge.

(g) Any worker, not having been informed before leaving work that there will be no work on the following ordinary working day, who presents himself at the works, shall, in the event of there being no work, receive not less than three hours' pay.

(h) Employers shall supply two overalls and one pair of heavy boots yearly to tan-yards, lime-yards, and drum hands, fleshers, scudders, and unhairers, and to workers employed in unusually wet places. In lieu thereof a boot allowance of 3s. per week and overall allowance of 1s. 9d. per week shall be paid to such workers.

(i) A worker covered by this award shall not be required to work at night unless some other person is within sight or call.

(j) An interval of 10 minutes for "smoke-oh" shall be allowed each morning and afternoon, and in each overtime period in excess of two hours without deduction from pay.

Right of Entry Upon Premises

15. The secretary or other authorised 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 worker but not so as to interfere unreasonably with the employer's business.

Workers to be Members of Union

16. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, 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.

(b) For the purposes of subclause (a) of this clause a person of the age of 18 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 21 years and upwards, shall be deemed to be an adult.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union, commits a breach of this award, and shall be liable accordingly.

(NOTE—Attention is drawn to section 174 (3) of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

Under-rate Workers

17. (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 14 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

18. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every 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

19. This award shall operate throughout the Northern Industrial District.

Term of Award

20. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 16th day of November 1959, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 31st day of May 1961.

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 2nd day of February 1960.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.

NORTHERN INDUSTRIAL DISTRICT TANNERS—APPEAL FROM DECISION OF
STIPENDIARY MAGISTRATE

In the Court of Arbitration of New Zealand, Northern Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of the Northern Industrial District Tanners Awards dated respectively the 2nd day of February 1960 and the 24th day of August 1961; and in the matter of an appeal from the judgment of the Magistrate's Court at Auckland in an action wherein the Auckland Curriers, Beamsmen's, Fellmongers, Tanners, Soapworkers and General Tannery Employees Industrial Union of Workers, (plaintiff in the Court below) is appellant, and E. Astley and Sons Ltd., Auckland, is respondent. Hearing: Auckland, 4 April 1963. Counsel: *Temm* for appellant, *Sinclair* for respondent.

JUDGMENT OF THE COURT DELIVERED BY TYNDALL, J.

THIS is an appeal from the decision of Mr E. F. Rothwell, Stipendiary Magistrate. The evidence in the Court below was largely uncontested, and we agree with the inferences drawn by the learned magistrate. We consider that shifts within the meaning of clause 2 (b) of the current award were worked during the period

covered by the statement of claim. The hours of the day shift were fixed and notified by the employer as being from 7.15 a.m. to 4 p.m. and the hours of the night shift from 4 p.m. to midnight.

The employment of a night shift worker before 4 p.m. is not prohibited, but because of the words in the first parenthesis in clause 2 (b), any such time worked by a night shift worker cannot be treated for the purpose of payment as ordinary time, and must therefore of necessity be paid for at overtime rates.

Under clause 5 (b) any time worked by a shift worker in excess of eight hours must be paid for at overtime rates and we do not think the word "overtime" in this subclause is limited to time worked after the completion of an eight-hour shift.

We agree with the decision of the learned magistrate and the appeal is dismissed accordingly.

Leave is reserved for an application to be made for costs.

Dated this 13th day of May 1963.

[L.S.]

A. TYNDALL, Judge.
