

(10988.) WELLINGTON INDUSTRIAL DISTRICT FUR WORKERS.—
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 Tailors, Tailoresses, and other Clothing Trade Employees' Industrial Union of Workers (hereinafter called "the union") and the under-mentioned persons, firms, and companies (hereinafter called "the employers") :—

Wellington.

Anglo Russian Fur Depot, 123 Cuba Street.
 Cher, P. G., and Co., 149 Manners Street.
 Continental Fur Store, Hallenstein's Buildings, Lambton Quay.
 Fur Tailors, Ltd., 59 Manners Street.
 Fur Trading Co. of New Zealand, Ltd., 14-16 Harris Street.
 Glazer, S., Jun., London House, 8 Manners Street.
 Goodman, A., 54 Lower Cuba Street.
 McGrath, M., Civic Chambers, 23 Cuba Street.
 Mishkin, G., 8 Manners Street.
 Moores, A. B., and Co., Perrett's Buildings, Willis Street.
 Nevada Furs, Ltd., Lambton Quay.
 Norman, J. E., 63 Sydney Street, Petone.
 Regal Fur Co., 18 Manners Street.
 Siberian Fur Co. (A'asia), Ltd., 66 Willis Street.
 Seigels, 60 Willis Street.
 Shotlander, H., 221 Vivian Street.
 Temple, S., and Co., 40 Manners Street.
 Tossman and Co., 116 Willis Street.
 Walker, O. and E. G., 133 Manners Street.
 Weniger, A., and Co., 120 Vivian Street.
 Wellington Fur Co., Ltd., 31 Harris Street.
 Woolf, K., 276 Lambton Quay.
 Yukon Fur Co., Hamilton Chambers, Lambton Quay.
 Forrester, Griffin, and Inch, 241 Jackson Street, Petone.
 Forrester, L. J., 13 Willeston Street.

Palmerston North.

Blandford, H.
 Jacobs, S.

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 from the 1st day of January, 1936, and shall continue in force until the 31st day of December, 1936, 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 12th day of December, 1935.

[L.S.]

F. PAGE, Judge.

SCHEDULE.

Classification.

1. The classes of workers recognized by this award are journeywomen, journeymen, boys and youths, female apprentices, female learners, improvers, and under-rate workers,

Hours of Work.

2. The hours of work for all classes of workers shall be forty-four per week.

Female Apprentices.

3. (a) The term of apprenticeship shall be three years for one branch of the trade and four years when all branches of the trade are taught.

(b) The apprentice shall serve the full term under competent supervision, and shall be taught the branch or branches of the trade to which she is apprenticed. The term "branch or branches of the trade" in this award shall be held to mean (1) fur-machining and (2) fur-finishing, to include all table work, lining-cutting and lining-machining.

(c) The employer shall not dismiss the apprentice for want of work, but may in such case provide her with another employer within a reasonable distance, who will continue the first employer's obligations as to teaching and wages.

(d) When the full term of apprenticeship has been served the employer shall give the apprentice a certificate to that effect.

(e) Should an employer dismiss an apprentice for good cause, he shall nevertheless give her a certificate for the time served.

(f) It shall be obligatory on the part of the apprentice to remain with the employer until the full term has been served, unless dismissed for misconduct, or discharged by reason of removal from the locality.

(g) Notice of dismissal, transference, or discharge by operation of law shall be given by the employer to the Inspector of Awards, who, if requested to do so by the secretary of the union, may furnish such secretary with the information supplied by the employer with regard to any particular apprentice or apprentices.

(h) Four months' probation shall be allowed the first employer of any apprentice to determine her fitness, such four months to be included in the term of apprenticeship.

(i) Time lost on account of illness amounting on the whole to more than one month in the year shall be made up by the apprentice before she shall be deemed to have entered upon her next succeeding year of service.

(j) No deduction shall be made from the wages of any apprentice except for time lost through her own sickness or default.

(k) A learner employed under the provisions of this award may agree with the employer to become an apprentice, in which case the time served as a learner shall be counted as part of the said apprenticeship period.

Any agreement made under this clause shall be in writing signed by the parties and the parent or guardian of the apprentice.

The following minimum wages shall be paid to apprentices:—

	Per Week.	
	s.	d.
First year of service	12	6
First half of second year	15	0
Second half of second year	17	6
First half of third year	22	6
Second half of third year	25	0
Fourth year	35	0

Female Improvers.

4. An apprentice having completed three years' apprenticeship, or a learner, may be employed for a period of one year as an improver at the following rates:—

	Per Week.	
	s.	d.
First half-year of service at not less than	30	0
Second half-year of service	35	0
Thereafter journeywomen's rates.		

Female Learners.

5. (a) The wages to be paid to female learners shall be not less than the following:—

	Per Week.	
	s.	d.
First half-year of service	12	6
Second half-year of service	15	0
First half of second year's service	17	6
Second half of second year's service	22	6
First half of third year's service	25	0
Second half of third year's service	27	6

(b) It shall be obligatory on the part of the employer to teach a learner the work she is required to do in the branch or branches of the trade in which she is employed.

(c) At the termination of the engagement of any learner the employer shall give her a certificate stating the time served and the class or classes of work done by her.

Time served with one employer shall be taken into account in determining the wages to be paid upon engagement by any other employer.

Boys and Youths.

6. (a) Boys and youths may be employed at not less than the following rates of wages:—

		Per Week.	
		s.	d.
First half-year of service	15	0
Second half-year of service	17	6
Second year's service	22	6
Third year's service	27	6
Fourth year's service	35	0
Fifth year's service	47	6
Thereafter journeymen's rates.			

(b) It shall be obligatory on the part of the employer to teach a worker the work he is required to do in the branch or branches of the trade in which he is employed.

(c) At the termination of the engagement of any worker the employer shall give him a certificate stating the time served and the class or classes of work done by him.

Time served with one employer shall be taken into account in determining the wages to be paid upon engagement by any other employer.

Journeywomen.

7. A journeywoman is a worker who has served four years as an apprentice, or who has served three years as an apprentice and one year as an improver, or three years as a learner and one year as an improver, and includes female workers who, at the date of coming into force of this award, have served four years at the trade.

The minimum rates of wages for journeywomen shall be £2 2s. 6d. per week.

Overtime.

8. (a) Overtime shall be worked in accordance with the provisions of the Factories Act, and shall be paid for at the rate of time and a quarter provided that the overtime rate shall be not less than 6d. per hour for those persons whose ordinary wages do not exceed 10s. per week, and 9d. per hour for all other persons so employed.

(b) Notice of intention to work overtime shall be given by the employer to the workers on the previous working-day. Where such notice is impracticable the employer shall, in addition to any payment for overtime, pay 1s. tea-money. Such payment shall be made on the day on which overtime is worked, not later than the hour at which the factory ordinarily closes.

Holidays.

9. (a) The following shall be the recognized holidays: Christmas Day, New Year's Day, Good Friday, Easter Monday, Labour Day, the Birthday of the Reigning Sovereign.

(b) No deduction shall be made from the wages of any worker in respect of any of these holidays.

Payment of Wages.

10. (a) Wages shall be paid weekly, not later than the usual closing-time of the factory. Employers shall not keep more than one day's pay in hand on any pay-day.

(b) All wages shall be paid on the dismissal of a worker, but if a worker leaves during the week such worker's wages shall be collectable on the next regular pay-day.

Termination of Employment.

11. Twenty-four hours' notice shall be given by the employer to the worker or by the worker to the employer, as the case may be.

Deductions.

12. (a) If work is not available for any worker on an ordinary working-day, the employer shall give notice to such worker on the previous day. If such notice is not given, any worker presenting himself or herself for employment in the morning shall be entitled to a day's pay.

(b) Where slackness of work or the exigencies of trade render it necessary to work short time, the employer shall distribute the work available as evenly as possible amongst the workers in each branch of the trade.

(c) An employer shall be entitled to make a rateable deduction from the wages of any worker for any time lost by him or her through sickness or default, or on account of the temporary closing of the factory for cleaning or repairing the machinery.

(d) In addition to the deductions provided for in the preceding subclause, an employer shall be entitled to make a rateable deduction from the wages of any worker eighteen years of age or over for any time lost by reason of any breakdown or accident to the machinery used by the employer, or shortage of work, or on account of the closing of the factory or any part of it, for stocktaking, or for cleaning, repairing, or altering the premises, or for the annual factory holidays, or for days on which the factory is closed except as otherwise provided in clause 9. No deduction shall be made in respect of Anzac Day.

Disputes Committee.

13. The essence of this award being that the work of the employers 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 whatever arising out of or connected therewith, and not specifically dealt with in this award, every such dispute or difference, as the same shall arise, shall be referred to a committee to be composed of two representatives of the employers and two representatives of the union for their decision. The decision of the majority of the committee shall be binding, and if no decision is arrived at, either party may appeal to the Court of Arbitration upon giving written notice of such appeal to the other party within fourteen days after the failure of the Disputes Committee to arrive at a decision; or the Disputes Committee may itself refer the matter to the Court of Arbitration for decision.

Cutters.

14. (a) A first-class cutter is a journeyman who is competent to cut all classes of skins for coats, and shall include sable, mink, Alaska seal, and chinchilla.

(b) A second-class cutter is a journeyman who is able to cut skins, but not sufficiently capable to cut sable, mink, Alaska seal, and chinchilla.

(c) The following shall be the minimum rates of wages for cutters:—

		Per Week.		
		£	s.	d.
First-class cutter	5	0	0
Second-class cutter	4	2	6

(d) Youths employed under clause 6 may, after one year of service, cut fur collars, rabbit and coney coats, and trimmings.

(e) Youths employed during the fourth and fifth years of service may cut musquash and peschaniki coats.

General Conditions.

15. (a) All pelts dressed with Chinese dressing shall be drummed before cutting.

(b) This award shall apply to persons engaged in the making or remodelling of fur coats, capes, necklets, collars,

muffs, or any fur article, and shall include alterations, repair work on garments, or renovations and relining of all classes of fur garments or articles.

Preference.

16. (a) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within fourteen days after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(b) The provisions of this clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober habits to become a member of the union, upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 9d. per week, and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being more than three months in arrear, without reasonable excuse, in his contributions to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his contributions, and £1 for misconduct at a meeting of 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 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 Award.

18. This award shall operate throughout the Wellington Industrial District.

Term of Award.

19. This award shall come into force on the 1st day of January, 1936, and shall continue in force until the 31st day of December, 1936.

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 12th day of December, 1935.

[L.S.]

E. PAGE, Judge.

MEMORANDUM.

The only matters referred to the Court related to preference and the date of the coming into force of the award. In other respects the award embodies the recommendations of the Conciliation Council, which the parties agreed to accept.

E. PAGE, Judge.