

CANTERBURY WOOLSCOURERS.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Canterbury Freezing-works and Related Trades' Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Cook, W., Fairlie.

Gifkins and Co., Mount Somers.

Harris, H., Washdyke.

Hill, W., and Sons, corner of Worcester and Manchester Streets, Christchurch.

Kaputone Woolscouring Co., Ltd., Belfast.

McDonald, A. and J., Woolston.

Rooney, T., Temuka.

Taylor, W., and Co., Saltwater Creek, Timaru.

The Waikuku Wool Works, Ltd., Waikuku.

Waihi Woolscouring Co., Winchester.

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 31st day of August, 1938, 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 22nd day of August, 1938.

[L.S.]

W. J. HUNTER, Judge.

SCHEDULE.

Application of Award.

1. This award shall apply to workers employed in or about woolscouring factories.

Hours of Work.

2. (a) A week's work shall consist of forty-four hours, not more than eight and three-quarters to be worked on Mondays to Fridays inclusive, between the hours of 7.30 a.m. and 5 p.m., and four and a quarter between 7.30 a.m. and 12 noon on Saturdays: Provided that in the case of establishments operating machine drying-plants, the forty-four hours from 1st October to 30th April shall be worked on the first five days of the week, and in such case the daily hours shall be mutually arranged in each establishment.

(b) Shifts of not more than eight hours may be worked on five days of the week and for four hours on Saturday mornings. Thirty minutes for meals shall be allowed out of each shift without deduction from wages. Workers shall be entitled to a change of shifts on alternate weeks. No worker under the age of twenty-one years shall be allowed on morning or evening shifts.

(c) Three shifts shall be worked where work is continuous for more than eighteen hours, at a minimum of eight hours' pay. Workers employed on shift-work between the hours of 6 p.m. and 6 a.m. shall receive 1½d. per hour extra on ordinary rates of pay.

(d) On the wool-drying green the hours of work shall be arranged at the discretion of the employer between the hours of 7 a.m. and 6 p.m. on five days of the week, and the hours of 7 a.m. and noon on Saturdays, and so that the week's work shall not exceed forty-four hours without payment of overtime, and the day's work shall not exceed eight and three-quarter hours without payment of overtime: Provided that by mutual agreement the forty-four hours shall be worked on five days.

Overtime.

3. Except where otherwise provided, all time worked in excess of the hours mentioned in clause 2 hereof in any one day shall be considered overtime, and shall be paid for at the rate of time and a half for the first three hours and double time thereafter, except that this shall apply to men on shifts only after eight hours have been worked.

Holidays.

4. (a) All workers shall receive the following holidays in each year: New Year's Day, 2nd January, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day, Show Day, Christmas Day, Boxing Day, and picnic day (if any).

(b) All holidays mentioned in subclause (a) hereof, other than 2nd January, Easter Saturday, Show Day, and picnic day, shall be subject to the conditions of section 14 (2) of the Factories Amendment Act, 1936, and shall be paid for in accordance with the provisions of such section as ordinary working-days of eight hours each. Piece-workers in such case shall be paid the rates specified herein for time-workers.

(c) All work performed on the holidays mentioned in subclause (a) hereof, other than 2nd January, Easter Saturday, Show Day, and picnic day, shall be paid for at double rates in addition to the ordinary rates payable in subclause (b) hereof, and work done on Easter Saturday, 2nd January, Show Day, or picnic day shall be paid for at time and a half rates.

(d) All work performed on Sundays shall be paid for at double rates.

Payment of Wages.

5. Wages shall be paid weekly in the employer's time. Two days' lie-time shall be allowed. Any error or omission in the pay-sheet shall be adjusted wherever possible within forty-eight hours.

Wages.

6. The following shall be the minimum rates of pay for adult workers:—

- (a) Wool sorters, 2s. 9d. per hour.
- (b) Wool pressers, 2s. 5d. per hour.
- (c) All other workers, 2s. 4d. per hour.

(d) Workers cleaning boilers or flues or working in Ula machine where no provision is made for carrying away the dust shall be paid at time and a half rates.

Piecework.

7. The rates of pay for piecework shall be arranged between each employer and the union.

Employment of Youths.

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

	Per Week.		
	£	s.	d.
For the first six months of service ..	1	0	0
For the second six months of service ..	1	5	0
For the third six months of service ..	1	10	0
For the fourth six months of service ..	1	15	0
For the fifth six months of service ..	2	0	0
For the sixth six months of service ..	2	5	0
	Per Hour.		
	£	s.	d.
For the fourth year of service ..	0	1	4
For the fifth year of service ..	0	1	7

Provided that when a youth reaches twenty-one years of age with less than five years' experience he shall be paid not less than 1s. 10d. per hour until he has had five years' experience: Provided further that youths employed on a wool-drying green shall be paid 3s. 8d. per week during the first three years and 1d. per hour during the fourth and fifth years of service in addition to the wage herein specified.

(b) The proportion of boys and youths to adult workers shall not exceed one boy or youth to four adults, except that this proportion shall not apply to youths employed on wool-drying greens where there shall be no fixed proportion of junior labour.

(c) Service for the purposes of this clause shall be deemed to be continuous throughout each season. For the computation of years of service each season shall stand on its own as being equivalent to one year.

Register of Employees.

9. All employers employing more than ten workers shall keep a book showing the names and addresses of all workers hereafter engaged. With the consent of the employer, such book shall be accessible to the secretary of the union or the union's delegate at not less than three-monthly intervals.

General Conditions.

10. (a) A "smoke-oh" of not less than ten minutes shall be allowed in the morning without deduction from wages. The existing practice in relation to other "smoke-ohs" shall continue.

(b) All workers shall be supplied where necessary with aprons, leggings, gloves, vamps, and gum boots.

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

(d) Full and proper provision shall be made for lavatory accommodation, which shall be kept clean and tidy to the satisfaction of the local Inspector of Factories.

(e) A suitable shed for employees' bicycles shall be provided.

(f) A supply of boiling water suitable for refreshments shall be available at meal times.

(g) Water of good quality suitable for drinking shall be provided.

Disputes Committee.

11. Anything not provided for in this award, or any dispute that may arise over anything that is provided for in this award, shall be mutually arranged between two representatives of the union and the works manager. In the event of their being unable to agree, the matter shall be referred to the Conciliation Commissioner for settlement. Either side, if dissatisfied with the decision of the Conciliation Commissioner, shall have the right of appeal to the Court.

Workers to be Members of Union.

12. (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.

13. (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.

14. (a) This award shall operate throughout the Canterbury Industrial District.

(b) 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 the 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.

Term of Award.

15. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of January, 1938, 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 31st day of August, 1938.

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 22nd day of August, 1938.

[L.S.]

W. J. HUNTER, Judge.

MEMORANDUM.

The only matter referred to the Court related to under-rate workers. In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council.

W. J. HUNTER, Judge.
