

WELLINGTON WOOLSCOURERS—AWARD

In the Court of Arbitration of New Zealand, Wellington Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954: And in the matter of an industrial dispute between the—

Commission Wool Scourers Ltd., Seaview Road, Lower Hutt.
(hereinafter called “the employers”) and the—

Wellington (Except Wanganui, Whakatu and Tomoana) Freezing Works and Related Trades Employees Industrial Union of Workers, 163 Renall Street, Masterton.

(hereinafter called “the union”).

THE COURT of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the matter of the abovementioned 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 on the day of the date hereof and shall continue in force until the 30th day of September 1962 and thereafter 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 1st day of November 1960.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Application of Award

1. This award shall apply to the woolscouring industry.

Hours of Work

2. (a) An ordinary week's work shall consist of 40 hours, eight hours to be worked on five days of the week, Monday to Friday (both days inclusive), between the hours of 7.30 a.m. and 5 p.m., but the daily starting-time may be altered from 7.30 a.m. to 7 a.m. by mutual agreement.

(b) Shifts of eight hours may be worked on five days of the week. A shift shall consist of eight consecutive hours, including 20 minutes' crib-time and two "smoke-ohs". Workers shall be entitled to a change of shifts on alternate weeks.

(c) When a worker is employed on shift-work for less than three consecutive days in any one week the provisions of subclause (a) shall apply.

(d) When workers on shift-work are required to work any portion of their shifts between the hours of 6 p.m. and 6 a.m. they shall be paid 3s. 6d. per shift in addition to the wages prescribed elsewhere in this award.

(e) Unless with the consent of the union, no worker under the age of 18 years shall be allowed on morning or evening shifts.

(f) One hour shall be allowed for all meals, except where otherwise mutually arranged at any factory.

Overtime

3. (a) Except where otherwise provided, all time worked outside or in excess of the hours mentioned in clause 2 hereof in any one day shall be paid for at the rate of time and a half for the first three hours and double time thereafter. Any work done on Saturday shall be paid for at the rate of time and a half for the first four hours and double time thereafter, provided, also, that work done after 12 noon on Saturday shall be paid for at double time rate.

(b) Where notice for overtime after 5 p.m. on the next day is not given to a worker before he leaves work, the employer shall provide a suitable hot meal or pay the worker 5s. in lieu thereof.

(c) Where notice for overtime is given and overtime is not worked the employer shall pay each worker one hour's pay at the ordinary rate.

Holidays

4. (a) All workers shall receive the following holidays in each year: New Year's Day, 2 January, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Anniversary Day or Show Day (or day in lieu thereof), Christmas Day, and Boxing Day.

(b) All holidays mentioned in subclause (a) of this clause shall be subject to the conditions of the Factories Act 1946, and shall be paid for in accordance with the provisions of such Act, and for the purpose of this subclause Anniversary Day or Show Day (or day in lieu thereof) shall be treated as a holiday under the Factories Act. Pieceworkers in such case shall be paid the rates specified herein for time workers.

(c) All time worked on the holidays mentioned in subclause (a) of this clause shall be paid for at double rates in addition to the ordinary rates payable in subclause (b) of this clause.

(d) All time worked on Sundays shall be paid for at double rates.

(e) When a holiday other than Anzac Day, falls on a Saturday or Sunday, such holiday shall be observed on the following Monday. When Christmas Day and New Year's Day fall on Sunday, Boxing Day and 2 January shall be observed on the respective Tuesdays following.

(f) In addition to the holidays specified in subclause (a) of this clause, holidays shall be allowed as provided in the Annual Holidays Act 1944, and its amendments.

Wages

5. (a) The following shall be the minimum rates of wages for workers 19 years of age or over:

	Per Hour
	s. d.
Wool-sorters	6 10½
Wool-scourers in charge of machine	6 6
Wool-pressers—	
Hand	6 4
Power	6 3
Hydro-extractor operator	6 3
All other workers	6 1¾
Trainee wool-sorters—	
First three months	6 3
Second three months	6 6
Thereafter the rate for wool-sorters	

(b) Workers cleaning out filters and drains shall be paid 9d. per hour extra while so engaged.

Piecework

6. Work may be performed on a piecework basis. The rates of pay are to be arranged between the employer and each worker concerned, and a copy of each agreement shall be supplied to the secretary of the union.

Employment of Youths

7. (a) Youths may be employed at the discretion of the employer at not less than the following minimum rates of wages:

	Per Week
	£ s. d.
Under 16 years	4 0 0
16 to 16½ years	4 15 0
16½ to 17 years	5 10 0
17 to 17½ years	6 3 0
17½ to 18 years	6 17 0
18 to 19 years	8 0 0

And thereafter the minimum rate for workers of 19 years of age or over.

(b) No youth shall have his present wage reduced by operation of this clause.

(c) The proportion of youths to adult workers shall not exceed one youth to three 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.

Payment of Wages

8. (a) There shall be not more than three days lie-time, and pay day shall not be later than the Thursday of any week.

(b) Payment shall be made weekly.

(c) One hour's notice of termination of employment shall be given by either side.

(d) Workers shall receive a written statement for their retention, showing the manner in which their wages have been calculated.

General Conditions

9. (a) A "smoke-oh" of 10 minutes shall be allowed in the morning and afternoon without deduction from wages.

(b) Workers shall be supplied with two sets of aprons and/or overalls, which shall be renewed as required but in no case shall a worker be entitled to more than two sets per annum.

Workers required to work under wet conditions shall be supplied with gumboots, heavy leather boots, or clogs, which shall remain the property of the employer. If any question arises as to whether any conditions are wet the matter shall be dealt with under clause 11 of this award.

Workers required to work in greasy wool at the scouring machine shall be supplied with suitable shoes or boots or, alternatively, a footwear allowance of £3 per annum shall be paid. This allowance shall be payable quarterly as the worker qualifies.

(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. Facilities for heating food shall be provided by the employer.

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

(h) The employer shall provide satisfactory dining, dressing, and washing accommodation. Each worker shall be supplied with a locker.

(i) A first-aid outfit, suitably equipped, shall be kept in a place accessible to employees.

(j) Clocks shall be provided in central positions in the works.

Right of Entry

10. 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 workers, but not so as to interfere unreasonably with the employer's business.

Disputes

11. The essence of this award being that the work of the employer shall always proceed in the customary manner and shall not be impeded, it is provided that if any dispute shall arise between the parties bound by this award, or any of them, whether as to its construction or meaning or any other matter arising out of or connected therewith, every such dispute as the same shall arise shall forthwith be referred to a disputes committee to be comprised of two members of each side

together with an independent chairman to be mutually agreed upon, or in default of agreement, to be appointed by the Conciliation Commissioner for the district. The decision of such committee, of which the chairman shall be a voting member, shall be binding on both parties with the proviso that either side shall have the right to appeal to the Court of Arbitration upon giving the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

Workers to be Members of Union

12. (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

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 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.

Operation of Award

14. This award shall apply only to Commission Wool Scourers Ltd., Seaview Road, Lower Hutt, and its employees.

Term of Award

15. This award shall come into force on the day of the date hereof and shall continue in force until the 30th day of September 1962.

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 1st day of November 1960.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The matters referred to and settled by the Court related to parties and operation of award, hours of work (clause 2), overtime (clause 3), holidays (clause 4 (a) and (b)), wages (clauses 5 (a) and 7 (a)), piecework (clause 6), general conditions (clause 9, except (i) and (j)), and term of award.

The applicant in this industrial dispute is an employer, namely, Commission Wool Scourers Ltd., Lower Hutt, and the respondent is the Wellington (Except Wanganui, Whakatu and Tomoana) Freezing Works and Related Trades Employees Industrial Union of Workers. The respondent union during the course of the proceedings made an application under sections 127 and 169 of the Industrial Conciliation and Arbitration Act 1954 to join "J. J. Bourke and Sons Ltd., Lower Hutt" as an applicant party to the dispute.

The claims of the applicant employer include a clause providing that the award shall not apply to "J. J. Bourke and Co. Ltd".

The Conciliation Commissioner took no action under section 127 of the Act to join the firm, and at the hearing before the Court the application of the union was strongly opposed on behalf of the applicant employer. One of the grounds advanced in opposition was that J. J. Bourke and Co. Ltd. is a party to an agreement made under the Labour Disputes Investigation Act, which purports to cover the firm's wool scouring operations.

The agreement was made on 30 November 1959, was filed with the Clerk of Awards at Wellington on 18 December 1959, and is declared to continue in force until 30 November 1961 (59 Book of Awards 1388).

The application for the hearing of the present dispute was not made until 30 June 1960.

After considering all the circumstances, the Court has decided to decline the application to join "J. J. Bourke and Sons Ltd."

A. TYNDALL, Judge.

COMMENT BY MR GRANT

Regarding the non inclusion of J. J. Bourke and Sons Ltd. as a party to the award and the existence of an agreement made between the firm and its workers under the authority of the Labour Disputes Investigation Act 1913, I am concerned at the fact that neither the firm, nor its employees, made any move to have a society of workers formed, or an agreement made, until it was known that the

Wellington Freezing Workers' Union desired to enrol the workers as members of that union and obtain an award. It appears that there was a legal move instituted by the employer and some of the workers with the intention of avoiding having to work with and through the union. I do not believe that the Labour Disputes Investigation Act was intended to be used in such fashion and I am of the opinion that the unions of workers should seek an amendment to the Act which would preclude such an endeavour in the future. It should be remembered that workers in the employ of the firm concerned were members of the Wellington Freezing Workers' Union prior to its de-registration in 1951.
