

HAWKE'S BAY WOOLSCOURERS—INDUSTRIAL AGREEMENT

[Filed in the Office of the Clerk of Awards, Wellington]

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 10th day of November 1960 between W. Tucker Ltd., Whakatu, Louis Wood and Son Ltd., Awatoto, Napier, G. F. Gillbanks Ltd., Whakatu, (hereinafter referred to as "the employers") the one part and the Whakatu Freezing Workers and Hawke's Bay Woolscourers Industrial Union of Workers (hereinafter referred to as "the union") on the other part, wherein it was mutually agreed by and between parties as set out below:

1. That the terms and conditions, stipulations and provisions contained and set out in the Schedule hereto shall be binding on the said parties and that they shall be deemed to be and are hereby declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe and perform every matter and thing by this agreement and by the said terms, conditions and stipulations and provisions but shall in all respects abide by and perform the same.

SCHEDULE

Clause 1 Application

This agreement shall apply to the woolscouring industry.

Clause 2 Hours of Work

(a) Except where otherwise hereinafter specified, the ordinary daily hours of work shall be eight (including "smoke-oh") on five days of the week, Monday to Friday, both days inclusive.

(b) In the case of all establishments covered by this agreement the ordinary daily hours may be worked between 7.30 a.m. and 4.30 p.m. or 8 a.m. and 5 p.m. on five days of the week, Monday to Friday, both days inclusive, according to the practice of the particular establishment concerned; provided, however, that these hours may be varied in any particular establishment by agreement in writing between the employer and the union.

(c) In all cases where any men are called to work and there is no work or less than four consecutive hours' work available, they shall receive not less than four hours' pay at the rate specified. Pieceworkers shall be paid, in addition to their piecework earnings, at the appropriate rate per hour for all time not worked within the four hour minimum.

Clause 3 Shifts

(a) 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.

(b) 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.

(c) All shift workers shall be paid 5s. per shift in addition to the wages prescribed elsewhere in this agreement, and a shift shall include crib time and smoke-oh.

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

(e) When hourly workers are required to wait for work at any time after the arranged time for starting, they shall be paid at the appropriate rate per hour for all time so waited.

Clause 4 Meals

(a) One hour shall be allowed for all meals, except where otherwise mutually arranged between the union and the employer. When workers are employed before 5 a.m. they shall be allowed 45 minutes for breakfast, without deduction of pay, between 7 a.m. and 8 a.m.

(b) When workers are required to work more than one hour's overtime beyond the ordinary time of ceasing work, a suitable hot meal shall be provided by the employer, or the employer shall pay each worker the sum of 5s.

Clause 5 Overtime

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 rates.

Clause 6 Holidays

(a) All workers shall receive and be paid for 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 to be mutually arranged between the employer and the employees concerned, Christmas Day and Boxing Day.

(b) All holidays mentioned in subclause (a) hereof other than 2 January, 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 shall be treated as a holiday under the Factories Act. Pieceworkers in such case shall be paid at the rates specified herein for time workers.

(c) All time worked on the holidays mentioned in subclause (a) hereof, other than 2 January, shall be paid for at double time rates in addition to the ordinary rates payable in subclause (b) hereof; and work done on 2 January shall be paid for at half rates in addition to the ordinary rate payable as per subclause (a) hereof.

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

(e) The holidays referred to in subclause (a) hereof shall be subject to the provisions of the Public Holidays Act 1955.

(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; provided however, that for the tenth and subsequent years of continuous service with the same employer each worker shall be entitled to an annual holiday of three weeks on full pay. The qualifying period for the commencement of this provision shall be the date of the commencement of the employment.

Clause 7 Wages

(a) The following shall be the minimum rates of wages for workers 21 years of age or over:

| | | Per Hour | |
|-----------------------------------|-------|----------|-----|
| | | s. | d. |
| Wool-sorters | ..... | 7 | 3½ |
| Woolscourers in charge of machine | ..... | 6 | 10¾ |
| Wool-pressers— | | | |
| Hand | ..... | 6 | 9½ |
| Power | ..... | 6 | 8½ |
| Hydro-extractor Operator | ..... | 6 | 8½ |
| All other workers | ..... | 6 | 5 |
| Trainee woolsorter | | | |
| First 3 months | ..... | 6 | 11½ |
| Second 3 months | ..... | 7 | 1 |
| After 6 months | ..... | 7 | 3½ |

The proportion of trainee wool sorters employed shall be one trainee to four or fraction of four wool-sorters employed.

(b) 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.

(c) Workers cleaning out filters and drains shall be paid 11d. per hour extra while so engaged, with a minimum payment of 3s. 6½d. per day.

(d) Workers cleaning out shakers shall be paid 1s. 4d. each for each clean out.

(e) Workers employed in handling greasy dagwool, 3rd deadwool, and burnt wool shall be paid 9d. per hour extra while so employed.

(f) Any worker employed on the stack, stacking and/or unpling bales of wool, shall be paid 1½d. per hour or part of an hour extra.

(g) Workers under this agreement shall receive a minimum payment of £12 14s. 1½d. per week. "Week" shall mean the normal pay week in each establishment excluding Saturday, Sunday and holidays referred to in clause 6 (a).

"Overtime earnings" shall mean only wages earned after the performance of eight hours work per day, or wages earned by workers whilst engaged in preparatory work before the normal starting time and during meal times.

(h) Rates of pay for piece work shall be arranged by a written agreement between the workers and the employer and such agreement shall be signed by the employer and the president and secretary of the union and rates shall only be varied by agreement between the employer and the union.

(i) Men engaged during the off season in work outside the usual industry operations shall be paid a minimum of 7s. 2½d. per hour.

Clause 8 Employment of Youths

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

| | | | | Per Week | | |
|----------------|-------|-------|-------|----------|----|----|
| | | | | £ | s. | d. |
| Under 16 years | ..... | ..... | ..... | 5 | 8 | 6 |
| 16-16½ years | ..... | ..... | ..... | 6 | 6 | 6 |
| 16½-17 years | ..... | ..... | ..... | 7 | 2 | 7 |
| 17-17½ years | ..... | ..... | ..... | 7 | 18 | 9 |
| 17½-18 years | ..... | ..... | ..... | 8 | 16 | 8 |
| 18-19 years | ..... | ..... | ..... | 10 | 1 | 0 |

And thereafter the minimum rate for workers as set out in clause 7 (a).

(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 in wool-drying greens, when there shall be no fixed proportion of junior labour.

(d) No youths shall be required to perform work normally done by an adult worker.

Clause 9 Requirements of Economic Stabilisation Regulations

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.

Clause 10 Payment of Wages

(a) All workers shall be supplied in writing with details of the manner in which their wages have been calculated. Such details shall comprise the total number of hours worked, the gross earnings, tax and other deductions and net earnings. Pieceworkers shall receive similar information.

(b) Wages shall be paid not later than Thursday in each week, and in the employer's time.

(c) Two days' lie time shall be allowed.

(d) Any error or omission in the pay sheet shall be adjusted within 48 hours.

Clause 11 Register of Employees

All employers employing more than 10 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 to the union's delegate at not less than three monthly intervals.

Clause 12 Deductions

No deductions in respect of time lost by any worker shall be made from the weekly rate of wages prescribed in clause 7 (g) except for time lost by reason of the default of the worker, or by reason of any illness or accident suffered by the worker.

Clause 13 General Conditions

(a) A "smoke-oh" for not more than 15 minutes shall be allowed in the morning and afternoon without deduction from wages.

(b) Workers shall be supplied with aprons, and overalls or denim trousers and singlets, and where workers are required to work under unusually wet conditions they 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 conditions are unusually wet in any working place, the matter shall be dealt with under clause 15 of this agreement.

(c) 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.

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

(e) A supply of boiling water suitable for refreshments shall be available at meal times. Facilities for heating food shall be provided by the employer.

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

(g) (i) The employers shall provide separate rooms for:

- (a) dining, (b) dressing and bathing and
- (c) drying clothes.

(ii) The dining rooms shall be of adequate size, properly ventilated, and fitted with fly-proof doors and windows. Proper facilities for heating food and for boiling water at meal times shall be provided and cold drinking water shall be laid on. Ample table and seating accommodation shall be provided. No sanitary convenience shall open on to any dining room, nor shall the dining room open directly from any department of the factory. A fly-proof cupboard for the storage of food shall be provided in each dining room.

(iii) The dressing rooms shall be of adequate size and properly ventilated. They shall be fitted with washbasins and hot and cold showers, and with a locker for each worker. The inside measurements of the lockers shall not be less than the following: Height 5 ft, width 15 in., depth 14 in.

(iv) The drying rooms shall not open upon any dining or dressing room, and shall be used for no other purpose than drying clothes.

(v) The dressing and dining rooms shall be suitably heated.

(vi) It shall be the responsibility of the employer to see that the above accommodation is kept clean and the dining room accommodation cleaned daily.

(vii) The union shall appoint delegates whose duty it shall be to see that the workers do everything in their power to maintain the dining, dressing and bathrooms in a clean and tidy condition.

(viii) The above conditions may be varied in any particular establishment by mutual agreement in writing between the employer and the union.

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

Clause 14 Right of Entry

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.

Clause 15 Disputes

Anything not provided for in the agreement or any dispute that may arise over anything that is provided for in this agreement shall be mutually arranged between two representatives of the union and two representatives of the employer, 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.

Either side shall have the right to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

Clause 16 Workers to be Members of Union

It shall not be lawful for any employer bound by this agreement to employ or continue to employ in any position or employment subject to this award any person who is not for the time being a member of an industrial union of workers bound by this agreement.

On engagement the employer shall instruct the employee to immediately join the union, and should he fail to do so within seven days, the union delegate shall notify the employer who shall immediately terminate the engagement.

Clause 17 Under-rate Workers

(a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement may be paid such lower wages 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.

Clause 18 Exemption

This agreement shall not apply to foremen.

Clause 19 Scope of Agreement

(a) This agreement shall operate throughout the Hawke's Bay Provincial District.

(b) This agreement shall apply to the original parties named herein.

Clause 20 Term of Agreement

This agreement in so far as the provisions relating to wages are concerned, shall be deemed to have come into force on the 18th day of May 1960, and so far as all other provisions of the agreement are concerned, it shall come into force on the day of the date hereof; and this agreement shall continue in force until the 30th day of June 1962.

In witness whereof the parties hereto have executed these presents this 10th day of November 1960.

For and on behalf of the Whakatu Freezing Workers and Hawke's Bay Wool-scourers Industrial Union of Workers—

R. ADAMS, President.
A. J. LOADER, Secretary.

For and on behalf of W. Tucker Ltd., Whakatu—

D. R. TUCKER, Manager.

For and on behalf of Louis Wood and Son Ltd., Awatoto—

G. L. WOOD, Manager.

For and on behalf of G. F. Gillbanks Ltd., Whakatu—

G. F. GILLBANKS, Manager.

Witness to above signatures—

HAWKE'S BAY WOOLSCOURERS—CONCURRENCE IN INDUSTRIAL AGREEMENT

[Filed in the Office of the Clerk of Awards, Wellington]

TAKE notice that the Central Hawkes Bay Woolscourers' Industrial Union of Workers hereby signifies its concurrence with the industrial agreement dated the 10th day of November 1960 between the Whakatu Freezing Workers and Hawkes Bay Woolscourers Industrial Union of Workers and W. Tucker Ltd. and Louis Wood and Son Ltd. and G. F. Gilbanks Ltd. filed in your office as No. 124.

Dated at Napier this 21st day of February 1961.

G. D. TICHBORNE, President.
B. L. KENNEDY, Secretary.