

NORTHERN INDUSTRIAL DISTRICT WOOL, GRAIN, HIDE, AND MANURE STORES
EMPLOYEES—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 United Storemen
and Packers (Other than in Retail Shops) and Warehouse Employees (Other
than Drivers and Clerks) Industrial Union of Workers (hereinafter called “the
union”) and the under-mentioned persons, firms and companies (hereinafter
called “the employers”):

Abraham and Williams Ltd., Wool Brokers, Albert Street, Auckland.
Bisley, A. M., and Co., Merchants, Ward Street, Hamilton.
Brown's Mill Ltd., Seed and Grain Merchants, Durham Lane, Auckland.
Carr, Pountney, and Co. Ltd., Grain Merchants, Fort Street, Auckland.
Clarke, George, and Sons Ltd., Merchants, Ward Street, Hamilton.
Common, Shelton, and Co. Ltd., Merchants, Gisborne.
Corson, Thos., and Son Ltd., Merchants, Customhouse Quay, Gisborne.
Craig, J. J., Ltd., Queen Street, Auckland.
Dalgety and Co. Ltd., Wool Brokers, Albert Street, Auckland.
Dalgety and Co. Ltd., Wool Brokers and Merchants, 24 Reads Quay, Gisborne.
De Pelichet, McLeod, and Co. Ltd., Merchants, Customhouse Street, Gisborne.
Donald, A. B., Ltd., Merchants, City Markets, Auckland.
Farmers' Co-operative Auctioneering Co. Ltd., Wool, Grain, Hide, Skin, and Manure
Merchants, Victoria Street, Hamilton.
Farmers' Co-operative Auctioneering Co. Ltd., Wool, Grain, and Hide Merchants,
Custom Street East, Auckland.
Farmers' Trading Co. Ltd., Grain, Seed, and Manure Merchants, Hobson Street, Auckland.
Gisborne Mills, Grain and Seed Ltd., Merchants, Cochrane Street, Gisborne.
Gisborne Sheepfarmers' Meat Co. Ltd., Merchants, Gisborne.
Jones, J., Ltd., Auctioneers and Grain and Produce Merchants, City Markets, Auckland.
Lichenstein and Paykel Ltd., Hide and Skin Merchants, Anzac Avenue, Auckland.
Matos, M., and Co. Ltd., Wool, Hide, and Skin Merchants, Edinburgh Street, Onehunga,
Auckland.
National Trading Co. Ltd., Merchants, Fort Street, Auckland.
New Zealand Loan and Mercantile Agency Co. Ltd., 1 Albert Street, Auckland.
New Zealand Co-operative Wool Marketing Association Ltd., Matipo Street, Onehunga,
Auckland.
Paterson, A. S., and Co. Ltd., Grain and Seed and Produce Merchants, 41 Fort Street,
Auckland.
Produce Markets Ltd., Merchants, Customs Street West, Auckland.
Shaw Savill and Albion Co. Ltd., Shipping Agents, 101 Queen Street, Auckland.
Williams and Kettle Ltd., Merchants, corner of Childers Road and Customhouse Street,
Gisborne.
Winstone, Frank M. Ltd., Merchants, Customs Street, Auckland.
Wright Stephenson and Co. Ltd., 35 Albert Street, Auckland.
Yates, Arthur, and Co. Ltd., Seed and Manure Merchants, Albert Street, 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 1st day of June 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 30th day of November 1960.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Hours of Work

1. (a) Except as hereinafter provided as to shifts, the ordinary hours of work shall not exceed 40 hours per week or eight hours per day, and shall 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.

(b) The day's work shall be continuous from the hour of starting, save only for intervals for meals.

(c) One hour shall be observed for meals, but, by mutual agreement between the employer and the majority of his workers, less than one hour may be observed, provided that the meal period shall not be less than half an hour. The midday meal hour shall ordinarily be between 12 and 1 o'clock.

(d) Subject to the provisions of the Factories Act 1946, no worker shall be employed for more than five hours without an interval for a meal: Provided that when overtime is worked after 6 p.m. the tea interval shall be allowed not later than 5 p.m.

(e) Any worker required to commence work before 6.30 a.m. shall be allowed half an hour for breakfast, between 7 a.m. and 8.30 a.m., without deduction from pay.

Wages

2. (a) Casual workers employed in stores of the employers parties hereto shall be paid not less than 6s. 4d. per hour.

(b) Permanent hands similarly employed shall be paid not less than £12 13s. 4d. per week.

(c) Any worker mixing manures, or treating grain with fernason, agrosan or ceresan, or bagging manures by hand, shall for the time he is so employed receive 4½d. per hour in addition to his rate. A minimum of two hours shall be paid for.

(d) Workers whilst engaged on, or in connection with, crushing, grinding, cleaning, or mixing machines, and/or mixing grass seed or mash by hand, shall be paid 3½d. per hour in addition to the rates prescribed in subclauses (a) and (b) of this clause.

(e) Workers whilst engaged upon classing wool shall be paid 8d. per hour extra in addition to the rates prescribed in subclauses (a) and (b) of this clause.

(f) Workers whilst engaged in handling hides or green skins shall be paid 2d. per hour in addition to the rates prescribed in subclauses (a) and (b) of this clause. Workers whilst classing or grading hides or deer-skins or sheep-skins shall be paid 4½d. per hour in addition to the rates prescribed in subclauses (a) and (b) of this clause.

(g) Workers whilst engaged pressing wool or skins by hand shall be paid 1½d. per hour in addition to the rates prescribed in subclauses (a) and (b) of this clause.

(h) Workers employed at carrying or handling basic slag or North African phosphate or Ephos shall be paid for the time actually employed thereat at the rate of 4½d. per hour in addition to the ordinary rates of wages prescribed by this award. This amount shall not be payable unless the aggregate time occupied at such work in any one day amounts to one hour or more.

(i) (i) "Head storeman" is a storeman in charge of other workers. If in charge of up to five such workers, he shall be paid 13s. 4d. per week extra. If in charge of over five workers, he shall be paid £1 6s. 8d. per week extra.

(ii) A worker other than a head storeman placed in charge of and responsible for giving instructions to other workers up to 10 in number shall be paid 6s. 8d. per week extra. If in charge of more than 10 he shall be paid 13s. 4d. per week extra.

(iii) In stores where one storeman is employed who is responsible for all inward and outward goods, he shall be paid not less than 4s. 6d. per week above the rate specified in subclause (b) of this clause.

(j) Workers handling goods that have been damaged by fire or water shall be paid treble ordinary rates for all time occupied in this work, or in dangerous or hazardous circumstances arising from the foregoing, a sum to be agreed upon between the employer and the secretary of the union.

(k) No deduction shall be made from the weekly wage except for time lost through the worker's sickness, accident, or default.

(l) Workers operating power driven fork lift trucks shall be paid 1½d. per hour extra whilst so employed.

Employment of Youths

3. (a) Youths may be employed at not less than the following rates:

		Per Week
		£ s. d.
Under 17 years of age .....	.....	5 0 0
17 to 17½ years of age .....	.....	5 11 5
17½ to 18 years of age .....	.....	6 5 0
18 to 19 years of age .....	.....	7 4 2
19 to 20 years of age .....	.....	8 4 2
20 to 21 years of age .....	.....	9 11 8

(b) The proportion of youths shall not be more than one to every four adult workers or fraction of four.

(c) Youths employed on work for which special payments are prescribed in subclauses (c), (d), (e), (f), and (g) of clause 2 of this award shall be entitled to such payments for the time so employed.

Shifts

4. (a) When shifts are worked at seed-cleaning, grain-cleaning, dressing and crushing, and mixing manure outside the hours prescribed in clause 1 hereof, eight hours shall constitute the shift and 40 hours the week's work, for which payment

shall be made at the rate of £13 10s. 10d. per week. All time worked in excess of the shift shall be paid for at the rate of time and a half for the first three hours and double time thereafter. A crib-time of not less than half an hour shall be allowed in each shift without any deduction from the worker's pay. This clause shall apply only when a full week's shift is worked.

(b) For the time employed on work mentioned in subclauses (c) and (d) of clause 2 of this award the allowances prescribed therein shall be paid.

Overtime

5. (a) All time worked in excess or outside of the daily hours fixed in clause 1 hereof shall be paid for at the rate of time and a half for the first three hours and double time thereafter; Provided that all work done between 9 p.m. and 6.30 a.m. shall be paid for at double time rates.

(b) When a worker is required to work overtime after the meal interval on any ordinary working day, a minimum of two hours shall be paid for. On Saturday the minimum payment shall be for three hours' overtime. For work done on Sundays or any holiday mentioned in clause 8 hereof a minimum of four hours shall be paid for. All time worked after 1 p.m. on Saturday shall be paid for at double time rates.

(c) Any worker having worked all day and night until the ordinary time of starting next day, and being required to continue working on into the next day, shall be paid double time for all time so worked.

(d) Any worker having worked all day and having continued to work after midnight shall be given eight hours off or be paid double time for all time worked on the second day.

(e) The employer shall provide free transport or pay the worker's reasonable fare to or from the worker's home, as the case may be, when a worker (other than a shift worker) is required to commence or cease working overtime at a time when the public transport ordinarily used by him in travelling to or from his work with that employer is not available.

Meal-money

6. When workers are required to work overtime after 6 p.m. and/or after 1 p.m. on Saturday or on Sunday or on any award holiday the employer shall provide meals or pay each worker 5s. to enable him to obtain a meal.

Conditions

7. (a) Any work done during meal hours shall be paid for at overtime rates.

(b) A "casual worker" is a worker who is engaged by the hour. One hour's notice of termination of employment shall be given by either side. Notwithstanding the foregoing, a casual worker may be dismissed for misconduct without notice.

After four months' continuous service with the same employer a "casual worker" shall be deemed to be a permanent hand.

(c) A "permanent hand" is a weekly worker, and not less than one week's notice shall be given by either party of the termination of the employment: Provided, however, that this shall not prevent an employer from summarily dismissing a worker for misconduct.

(d) Piecework is prohibited.

(e) Wages shall be paid weekly, not later than Thursday, and during ordinary working hours, except in the case of the termination of the employment when all wages due shall be paid immediately upon discharge; but if any worker leaves of his own accord an order upon the city office shall be deemed sufficient. Provided that when a holiday falls on a Friday wages shall be paid not later than Wednesday.

(f) Any casual employed up to 5 p.m. on any day, unless notified of the termination of his employment, shall, upon attendance next day, be entitled to three hours' work or pay in lieu thereof.

Holidays

8. (a) The following shall be the recognised holidays: New Year's Day, the day following New Year's Day, Anniversary Day, Anzac Day, Good Friday, Easter Monday, Labour Day, the birthday of the reigning Sovereign, Christmas Day, and Boxing Day.

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

(c) All time worked on Sunday shall be paid for at double ordinary time rates.

All time worked on any of the holidays specified in subclause (a) of this clause shall be paid for at double time rates in addition to the ordinary rates for that day.

(d) The employer shall pay one-tenth of a day's ordinary wages to each worker in respect of each ordinary day worked by him for that employer during the fortnight ending on the day of any holiday referred to in subclause (a) of this clause: Provided that for the purposes of this subclause workers whose employment is covered by this award shall be deemed to be subject to the provisions of section 28 (2) of the Factories Act 1946 as amended by section 6 of the Factories Amendment Act 1956.

Annual Holidays

9. (a) Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944: Provided, however, that each worker on the completion of 10 years' continuous service with the same employer and for each subsequent year of service with that employer, shall be given an annual holiday of three weeks on full pay.

(b) Such holidays shall be in addition to the holidays mentioned in clause 8 of this award.

(c) For less than 12 months' service such holidays shall be given in proportion to length of service.

(d) Reasonable notice shall be given each worker before the time of the commencement of the annual holidays which shall be given within six months from the time they become due.

(e) Workers entitled to holidays shall be paid all wages due, including the holiday period, prior to the commencement of the holidays.

Overalls

10. (a) Employers shall provide all workers handling manure, or operating machines for mixing mash, with overalls, and those employed on green and salted skins with overalls, canvas aprons, and leggings or a suitable substitute, and where necessary, those employed in hide stores with gumboots or clogs. When rebranding or branding wool and making and handling wire bands, workers shall be supplied with overalls and gloves. Wool classers shall be supplied with smocks and overalls. All overalls, smocks, aprons, leggings, gumboots, clogs, and gloves shall remain the property of the employer, and on completion of the work shall be returned to the foreman in charge.

(b) Female workers handling greasy wool shall be provided with smocks which shall be returned to the foreman or forewoman at the termination of employment.

Heavy Goods

11. (a) No individual worker shall be required to carry any bagged goods exceeding 180 lb net in weight.

(b) No worker shall be called upon to load on to hand trucks any dumped wool without the assistance of another worker.

(c) No youth under the age of 18 years shall be required to lift or carry unassisted, any weight over 70 lb or to handle or truck dumps of wool or to press wool or to stack bales of wool by hand or to truck any packages exceeding 180 lb net in weight.

(d) No youth shall be required to move, without assistance, a bin of the type requiring a jack to make it mobile.

Accommodation

12. The employer shall provide adequate and satisfactory dining-room and lavatory accommodation, also a separate room for changing clothes. He shall also provide hot and cold water for washing and facilities for boiling water at meal-times. An adequate supply of clean towels, soap and toilet paper shall also be provided.

In hide stores efficient facilities to the approval of the Inspector of Factories shall be provided for drying clothes.

When females are employed, the employer shall provide separate dining, change-room and lavatory accommodation and an adequate supply of clean towels, soap and toilet paper.

The employer shall ensure that all dining-rooms, lavatories and change-rooms are kept in clean condition.

Stacking Bales of Wool

13. (a) When workers are engaged stacking bales of wool by hand three bales high and over, not less than five adult storemen shall constitute the gang.

(b) When workers are block stacking dumped wool not less than three adult workers shall be engaged on top of the stack. This provision shall not apply when a jib crane or a forked hoist is in use.

(c) Except in the case of single dumps not less than two workers shall be engaged on top of each stack whilst dump stacks are being broken down. This provision shall not apply when a jib crane or forked hoist is in use, provided that a jib crane or forked hoist when used can break down the stack without manual assistance.

First-aid Chest

14. A suitable first-aid medical outfit shall be provided and maintained in all stores and shall be at all times accessible to each worker employed.

Right of Entry

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.

Notification

16. The employer shall notify the union of the name of each new worker within seven days of his engagement.

Rest Period

17. For day workers a rest period of 10 minutes shall be allowed each morning and afternoon. Workers employed for more than two and a half hours consecutively on overtime shall be allowed a 10-minute rest interval at the end of each two consecutive hours. Shift workers shall be allowed two rest periods of 10 minutes in each shift in addition to half an hour's crib-time.

Disputes Committee

18. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded but 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 whatsoever arising out of or connected therewith and not specifically dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two representatives 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.

If the committee is unable to decide the question then the chairman shall give a decision or refer the matter to the Court.

Either side shall have the right to appeal to the Court against a decision of any such committee or chairman, 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.

Workers to be Members of Union

19. (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

20. (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.

Copy of Award

21. The employer shall keep at all times a printed or typewritten copy of the award affixed in some conspicuous place at or near the entrance to his store or warehouse, in such a position as to be easily read by the persons employed therein.

Application of Award

22. 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

23. (a) This award shall apply to all workers who are substantially employed on duties specified herein by parties to this award in stores where wool and/or hides, skins, tallow, hemp, manure, hops, grain, seeds, potatoes, salt, chaff, or flour are handled, including those engaged on standard cutting and punching, operating power driven mobile cranes and power driven mobile hoists, and shall operate throughout the Northern Industrial District.

(b) For the purpose of this award a storeman shall be deemed to be any worker of either sex employed at any of the duties specified herein and/or any work usually performed by storemen and packers employed by parties to this award.

Term of Award

24. 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 first day of the pay week commencing on or after the 1st day of November 1960, 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 1st day of June 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 30th day of November 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.