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NORTH CANTERBURY **FELLMONGERS**—INDUSTRIAL AGREEMENT

*[Filed in the Office of the Clerk of Awards, Christchurch]*

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 11th day of October 1961, between the North Canterbury Wool and Fellmongery Co. Ltd. (hereinafter called "the employer") and the Canterbury Freezing Works and Related Trades Employees' Industrial Union of Workers (hereinafter called "the union").

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SCHEDULE

*Industry to Which Agreement Applies*

1. This agreement shall apply to the Fellmongering and Wool-scouring work done by the North Canterbury Wool and Fellmongery Co. Ltd., at the company's factory, Clothiers Road, Kaiapoi.

*Hours of Work*

2. (a) The ordinary hours of work shall be 40 hours per week, eight hours (including "smoke-oh's") to be worked on each of the five days of the week, Monday to Friday inclusive, between 8 a.m. and 5 p.m. Not less than three-quarters of an hour shall be allowed for meals, unless otherwise mutually agreed upon.

(b) Shifts of eight consecutive hours (including 20 minutes crib-time and two "smoke-oh's") may be worked by mutual arrangement to whatever extent may be deemed necessary to cope with the work of the factory.

(c) Where any shift commences after 12 noon or before 7 a.m. a shift allowance of 5s. 6d. per shift shall be paid in addition to the wage specified in the wages clause.

#### Overtime

3. (a) All time worked in any day outside of or in excess of the hours mentioned in clause 2 (a) hereof, and all time worked in excess of eight on any shift, shall be considered overtime and shall be paid for at the rate of time or rate and a half for the first three hours and double time or rate thereafter. On Saturdays four hours may be worked at time or rate and a half; provided that all work done on Saturday after mid-day shall be paid for at double time or rate. On Saturday morning a minimum of four hours shall be paid for.

(b) When a worker is required to work overtime after 6 p.m. on any day, the employer shall provide a meal or pay such worker 5s. in lieu thereof, unless such worker has been notified on the previous day that he will be required to work overtime. Provided that when such notice has been given and the worker's services are not required he shall still receive the meal allowance.

#### "Smoke-oh's" and Waiting-time

4. (a) Fifteen minutes "smoke-oh" shall be allowed during the morning and afternoon of each day.

(b) When workers are required to wait for work at any time they shall be paid at the appropriate rate for all time so waited.

(c) In all cases where men are called out and there is no work or less than four consecutive hours' work available, they shall receive not less than four consecutive hours' pay at the rate specified.

	Wages	Per Hour	
		s.	d.
5. (a) Pullers	.....	7	10
Pelt classers	.....	7	10
Wooldrier - leading hand	.....	7	10
Fleshers	.....	7	7
Painters, trimmers, dolly men	.....	7	5
Slip-master operator	.....	7	5
Wooldrier operator	.....	7	5
Workers not otherwise classified	.....	7	5

(b) No worker shall have his wages reduced by reason of being temporarily transferred to another job.

#### Employment of Youths

6. (a) Youths may be employed at the following minimum rate of pay:

	Per Week		
	£	s.	d.
16 to 16½ years of age	4	13	6
16½ to 17 years of age	5	5	10
17 to 17½ years of age	6	4	6
17½ to 18 years of age	6	16	10
18 to 18½ years of age	7	15	6
18½ to 19 years of age	8	14	1

Thereafter the minimum wage.

(b) The number of youths employed shall not exceed one youth to every three or fraction of three workers over 21 years of age so employed.

(c) No deduction shall be made from the weekly wages mentioned in this clause except for time lost by the worker through his own default, sickness, or accident.

*Minimum Weekly Payment*

7. (a) All male workers 19 years of age and over coming within the scope of this agreement shall receive a minimum payment, exclusive of overtime earnings, of not less than £13 10s. per week. "Week" shall mean the period Monday to Friday inclusive, excepting in the case of shift workers in which case "week" shall mean five shifts during the period between midnight Sunday and midnight on the next succeeding Sunday. "Overtime earnings" shall mean only wages earned after the performance of eight hours work per day, or wages earned by individual workers whilst engaged in preparatory work before the normal starting-time and during meal times.

(b) No deduction in respect of time lost by any male workers as aforesaid shall be made from the amount payable to him under clause (a) above except for time lost by reason of the default of the worker or by reason of his illness or of any accident suffered by him.

*Holidays*

8. (a) All workers shall receive the following holidays in each year: New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Christmas Day, Boxing Day, the birthday of the reigning Sovereign, and Show Day.

(b) Each of the holidays mentioned in subclause (a) of this clause shall be subject to the provision of the Factories Act 1946, and shall be paid for in accordance therewith as an ordinary working day.

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

(d) When a holiday, other than Anzac Day, falls on a Saturday or a Sunday such holidays shall be observed on the Monday following. When Christmas Day falls on a Saturday or a Sunday Boxing Day shall be observed on the Tuesday following.

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

*Payment of Wages and Notice*

9. (a) Wages shall be paid weekly on any day other than Friday.

(b) Where the employment extends beyond one month, three days' notice of the termination of the employment shall be given by the employer or worker, as the case may be: But this shall not prevent the employer from summarily dismissing a worker for misconduct.

*Exemption of Foreman*

10. This agreement shall not apply to the works foreman or to the foreman in the pelt department.

*Tools and Equipment*

11. (a) The employer shall provide all tools and the equipment reasonably necessary to carry on the work.

(b) Where necessary, workers shall be supplied with waterproof aprons, overalls, leggings, vamps, and gloves, and either clogs, gumboots, or water-tight boots as required. Socks shall be provided at cost price.

(c) The employer shall issue annually two towels to each worker.

*General Provisions*

12. (a) Proper provision shall be made for dining and dressing accommodation and for drying wet clothes. Workers shall leave the dining and dressing rooms in a clean and tidy condition after use, but the normal sweeping and cleaning shall be the responsibility of the employer.

(b) Suitable accommodation shall be provided for employees' bicycles.

(c) Suitable washing accommodation with both hot and cold water shall be provided.

(d) A first-aid outfit shall be kept in a convenient place accessible to workers.

(e) A supply of boiling water and facilities for heating food shall be provided by the employer.

(f) Clocks shall be placed where deemed necessary in the departments.

(g) In the event of exceptional circumstances existing, the union and the employer may agree on a special rate for especially dirty and obnoxious work, and in the event of their being unable to agree the matter shall be referred to a local disputes committee for decision.

(h) Workers unloading and stacking lime and (or) salt shall be paid 6d. per hour extra whilst so employed.

(i) After six months experience learner pullers shall be paid the appropriate rate for pullers as prescribed in clause 5, subclause (a) of this agreement.

(j) Elevators shall be provided on skin or pie pits.

*Matters Not Provided For*

13. Anything not provided for in this 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 the works-management. 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 to appeal to the Court.

*Right of Entry Upon Premises*

14. 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.

*Workers to be Members of Union*

15. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Amendment Act 1954, it shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement.

(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 agreement for workers of the age of 21 years or 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 agreement, and shall be liable accordingly.

(NOTE—Attention is drawn to section 174 (3) of the Industrial Conciliation and Arbitration Amendment Act 1954, which gives to workers the right to join a union.)

#### *Under-rate Workers*

16. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement 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 the 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 Agreement*

17. This agreement shall operate only at the Kaiapoi Factory of the Canterbury Wool and Fellmongery Co. Ltd.

#### *Term of Agreement*

18. The wages provisions of this agreement shall be deemed to have come into force on the 1st day of September 1961, and the other provisions on the day of the date hereof. The agreement shall continue into force until the 31st day of March 1963.

Signed on behalf of the North Canterbury Wool and Fellmongery Co. Ltd.—  
L. A. REESBY, Chairman of Directors.

Signed on behalf of the Canterbury Freezing Works and Related Trades Employees Industrial Union of Workers:

S. ARNST, Secretary.  
G. PANFILOW, Delegate.