CANTERBURY AND OTAGO AND SOUTHLAND **WOOLSCOURING WORKS EMPLOYEES**—AWARD

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

In the Court of Arbitration of New Zealand, Canterbury and Otago and Southland Industrial Districts—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the New Zealand Freezing Works and Related Trades Industrial Association of Workers (hereinafter called "the union") and the under-mentioned persons, firms, and companies (hereinafter called "the employers"):

Cook, W., Fairlie.
Defosse and Duvivier (N.Z.) Ltd., 23 Heathcote Street, Woolston, Christchurch.
Kaputone Woolscouring Co. Ltd., Belfast.
Matheson, J., and Co., Kennington.
Nicholls, G., Ltd., Mosgiel.
Taylor, Walter, and Co. Ltd., Saltwater Creek, Timaru.
Temuka Wool Works, Temuka.
Waihi Scouring Works Ltd., Winchester.

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 30th day of April 1964 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 29th day of November 1962.

[L.S.] K. G. ARCHER, 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 smokos. 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 5s. 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. 2d. 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 a 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	7 3½
Woolscourers in charge of machine	6 10½
Wool-pressers—	
Hand	6 8¼
Power	6 7¼
Hydro-extractor operator	6 7¼
All other workers	6 6½

(b) Workers cleaning out filters and drains shall be paid 1s. per hour extra while so engaged.

Piecework

6. The rates of pay for piecework shall be arranged between each employer and 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	10	0
16 to 16½ years	5	5	0
16½ to 17 years	6	0	0
17 to 17½ years	6	15	0
17½ to 18 years	7	10	0
18 to 19 years	8	10	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. 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 48 hours.

Register of Workers

9. 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.

General Conditions

10. (a) Ten minutes' smoko shall be allowed during the morning and afternoon each day, and after two hours when working overtime, provided that work continues after the smoko break.

(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 12 of this award.

Workers required to work in greasy wool for the major portion of their time in any quarterly period shall be supplied with suitable shoes or boots or, alternatively, a footwear allowance of £4 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 provisions 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. Where required, 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.

(k) Where necessary the employers shall install dust-collectors and workrooms shall be ventilated in such manner as to provide a sufficient supply of fresh air.

Right of Entry

11. 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 Committee

12. 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.

Unqualified Preference

13. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

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

Under-rate Workers

14. (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.

Exemption

15. This award shall not apply to foremen.

Scope of Award

16. (a) This award shall operate throughout the Canterbury and Otago and Southland Industrial Districts.

(b) 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 districts to which this award relates.

Term of Award

17. 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 working week in each establishment commencing on or after the 29th day of October 1962, 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 30th day of April 1964.

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 29th day of November 1962.

[L.S.] K. G. ARCHER, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Council of Conciliation.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 13 in the award in the form in which it was agreed upon in the Council of Conciliation.

The rates of remuneration prescribed by this award are *not* to be increased by the application of the provisions of the Court's general order of 4 July 1962.

K. G. ARCHER, Judge.