

CANTERBURY GELATINE AND GLUE WORKERS—AWARD

In the Court of Arbitration of New Zealand, Canterbury Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Canterbury, Marlborough and Nelson Freezing Works and Related Trades Employees Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned company (hereinafter called “the employers”):

Davis Gelatine (N.Z.) Ltd., Connal Street, Christchurch.

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 June 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 15th day of November 1962.

[L.S.]

K. G. ARCHER, Judge.

SCHEDULE

Industry to Which Award Applies

1. The industry to which this award shall apply is gelatine and glue manufacturing as carried on by Davis Gelatine (N.Z.) Ltd.

Hours of Work

2. (a) The ordinary hours of work shall consist of 40 hours, eight hours to be worked on five days of the week, Monday to Friday inclusive, between 8 a.m. and 5 p.m. One hour shall be allowed for lunch, but this period may be reduced to not less than half an hour by mutual agreement between the union and employer.

(b) *Shifts*—(i) Shifts may be worked to whatever extent may be deemed necessary to cope with the work; and a shift shall consist of eight consecutive hours, including 20 minutes' crib time and two smokos.

(ii) All time worked in excess of eight hours on five days of the week, Monday to Friday inclusive, shall be paid for at overtime rates.

(iii) When a worker is employed on shift work for less than three consecutive working days the provisions of subclause (a) of this clause shall apply.

(iv) Where shifts are changed by personal arrangement of the man concerned, overtime shall not become payable by reason of such change.

(c) Notwithstanding the provisions of subclause (a) of this clause, the management may, by agreement with the union, vary the daily hours of commencing and ceasing work.

(d) Where necessary, Saturday work may be performed at overtime rates.

Wages

3. The following shall be the minimum rates of wages:

(a) Filtermen and yardmen on continuous shifts, 6s. 10½d. per hour.

(b) Other shift workers, 6s. 8½d. per hour.

(c) Grease filtermen (when filtering) 6s. 6½d. per hour.

(d) Agar department: Man in charge, 6s. 7½d. per hour; other workers, 6s. 4d. per hour.

(e) Yardmen (dayworkers), 6s. 8½d. per hour.

(f) Workers not otherwise specified, 6s. 2½d. per hour.

(g) Female workers spreading gelatine and glue and handling slab glue shall be paid 3½d. per hour each extra while so engaged.

(h) Special payments:

(i) Workers while engaged in crushing and bagging Kesilghur shall be paid 6½d. per hour extra.

(ii) Workers whilst engaged unloading hot gelatine and glue pans or hot agar digesters, when working inside these pans and digesters, shall be paid 1s. 0½d. per pan or digester each extra.

(iii) Workers engaged shovelling and trimming sulphur in bulk shall be paid 1s. per hour extra.

(iv) Workers emptying sewer settling pits shall be paid 1s. per hour extra.

(v) Workers in agar department whilst removing cans from brine tanks, thawing, emptying, or wheeling these cans, or shovelling from tiled dialysing vats, shall be paid 4½d. per hour extra.

(vi) Workers cleaning out under boards in boiling pans shall be paid 1s. 0½d. per pan each extra.

(vii) Workers unloading cold bone pans shall be paid 7½d. per pan each extra.

- (viii) Workers in glue cellar shall be paid 1½d. per hour each extra and in gelatine cellar 3d. per hour extra.
- (ix) Female workers packing adhesive powder shall be paid 3½d. per hour each extra.
- (x) Workers not normally engaged on bone-crushing operations but required to do this work shall be paid 7½d. per hour each extra for the time so engaged.
- (xi) Workers manually unloading and stacking bagged lime shall be paid 3½d. per hour extra whilst so engaged.
- (xii) Men required to work in continuous rain for one hour or longer shall be paid 2½d. per hour extra for the time so spent in the rain.
- (xiii) Men handling agar filter presses, when filtering liquors from the open-cook treatment of glacialaria seaweed, shall be paid 7½d. extra per man per press.
- (xiv) All workers whose work necessitates the wearing of gumboots shall be paid 2d. per hour extra whilst so doing.
- (xv) Female operator of 2 oz gelatine machine shall be paid 2d. per hour extra whilst so employed.

Employment of Youths

4. (a) Boys and youths may be employed at the discretion of the employer at not less than the following weekly rates of wages:

	Per Week
	£ s. d.
Under 18 years of age	6 0 0
18 to 19 years of age	7 0 0
19 to 20 years of age	8 10 0
20 to 21 years of age	10 0 0

Thereafter, or on attaining the age of 21 years, the rates prescribed in clause 3 hereof.

(b) Boys shall not be employed in the yard.

Employment of Females

- 5. (a) No female worker shall be required to lift any weight in excess of 28 lb.
- (b) Suitable heated dressing-rooms shall be provided for female workers.
- (c) The minimum rates of wages for female workers shall be as follows:

	Per Week
	£ s. d.
For the first six months	5 0 0
For the second six months	5 15 0
For the third six months	6 10 0
For the fourth six months	7 7 6
Thereafter	8 6 8

(NOTE—Attention is drawn to the provisions of the Minimum Wage Act 1945.)

Increase in Rates of Remuneration

6. The rates of remuneration determined by this award shall be increased to the extent and in the manner prescribed by the general order of the Court made under the Economic Stabilisation Regulations 1953 and dated the 4th day of July 1962.

(EXPLANATORY NOTE—The general order of 4 July 1962, which took effect on 26 July 1962, increased rates of remuneration determined by awards and industrial agreements by an amount equal to 2½ per cent thereof, but excluded from the scope of the increase all allowances in respect of tools, bicycles, motor vehicles, protective or special clothing, or special footwear.

For the purposes of the general order the term "remuneration" in relation to rates determined by awards and industrial agreements is defined by the regulations as meaning salary or wages; and includes time and piece wages and overtime and bonus and other special payments; and also includes allowances, fees, commission, and any other emolument, whether in one sum or several sums; and also includes travelling expenses.)

Overtime

7. Except where otherwise provided, all time worked in excess of the hours mentioned in clause 2 hereof in any one day shall be considered overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter. This shall apply to men on shift only after eight hours have been worked.

Men called out to work on Saturday morning shall be paid for a minimum of four hours at time and a half.

Female workers called out for work on Saturday morning shall be paid for a minimum of three hours at time and a half.

All time worked after four hours or after noon on Saturdays shall be paid for at double time rates.

Holidays

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

(b) When any of the above holidays, other than Anzac Day, falls on a Sunday, such holidays shall be observed on the following Monday. When Christmas Day falls on a Sunday, Boxing Day shall be observed on the Tuesday following.

(c) Payment for the above-mentioned holidays shall be made to all hourly workers in accordance with the provisions of the Factories Act 1946: Provided that no worker shall receive payment for any holiday or part of a holiday which falls outside of the ordinary working week.

(d) All work performed on the above-mentioned holidays shall be paid for at double rates in addition to any payment to which a worker is entitled under subclause (c) of this clause: Provided that all work performed on Show Day shall be paid for at time and a half rates.

(e) All work performed on Sundays shall be paid for at double rates.

(f) Annual holidays shall be allowed in accordance with the Annual Holidays Act 1944: Provided that continuous rotating shift workers shall be allowed three weeks' annual holiday.

Payment of Wages

9. Wages shall be paid weekly. Two days lie-time shall be allowed. Any error or omission in the pay sheet shall be adjusted, where possible within 48 hours.

Termination of Employment

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

General Provisions

11. (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) Each worker shall be supplied, where necessary, with aprons, two pair of overalls, two hand towels, smocks, gloves, leggings, caps, clogs, gumboots, and oilskins shall be provided for workers called upon to work outside in the rain.

A worker shall be responsible for all such equipment issued to him which when worn out as the result of fair wear and tear shall be replaced by the employer.

(c) A suitable covered bicycle-stand shall be provided.

(d) Respirators shall be allowed to workers employed on crushing Kesilghur and bonedust.

(e) A first aid outfit, suitably equipped, shall be available at the works.

(f) Workers shall be allowed 10 minutes to cool off after completing work in hot pans.

(g) Any day worker called upon to work overtime after 6 p.m. and any shift worker called upon to work overtime after eight consecutive hours' work, shall be allowed and paid for 20 minutes' crib time and shall be provided with a meal or shall be paid a meal allowance of 5s. per meal.

Care of Accommodation

12. The union shall appoint delegates whose duty it shall be to see that the workers do everything in their power to keep the accommodation in a clean and tidy condition.

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 and 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.

Disputes

15. 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-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.

Scope of Award

16. This award shall operate throughout the Canterbury Industrial District.

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 22nd 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 June 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 15th day of November 1962.

[L.S.]

K. G. ARCHER, Judge.

MEMORANDUM

The award, which incorporates the terms of settlement arrived at by the parties, includes a clause designed to operate as an unqualified preference provision within the meaning of section 174 of the Industrial Conciliation and Arbitration Act 1954 (as amended by the Industrial Conciliation and Arbitration Amendment Act 1961). Section 174B directs that the Court in making any award shall insert therein

an unqualified preference provision only if it is satisfied under the first alternative that such a provision has been agreed upon by all the assessors in the course of an inquiry into an industrial dispute by a Council of Conciliation. For the purposes of section 174B the Court is satisfied to accept the complete settlement arrived at by the parties and executed by or on behalf of all the assessors as proof that the unqualified preference provision has been agreed to by all the assessors, and clause 13 has therefore been incorporated in the award in the form in which it was agreed upon in the Council of Conciliation.

K. G. ARCHER, Judge.
