

NORTHERN, TARANAKI, WELLINGTON, CANTERBURY, AND OTAGO AND
SOUTHLAND SOAP-WORKERS—AWARD

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

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, 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 Soap Manufacturers Industrial Union of Employers, 8 The Terrace, Wellington.

(hereinafter called “the employers”) and the—

New Zealand Freezing Works and Related Trades Industrial Association of Workers, 7 Trades Hall, Christchurch.

Auckland Curriers, Beamsmen’s, Fellmongers, Tanners, Soap Workers and General Tannery Employees Industrial Union of Workers, 196 Hobson Street, Auckland.

Wellington and Taranaki Soap, Candle, Tannery and Related Trades Employees Industrial Union of Workers, Room 24, Trades Hall, 126 Vivian Street, Wellington.

(hereinafter called “the union”).

THE Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, 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 on the day of the date hereof and shall continue in force until the 14th day of September 1963 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 14th day of December 1962.

[L.S.]

K. G. ARCHER, Judge.

SCHEDULE

Industry to Which Award Applies

1. (a) This award shall apply to all workers employed in or about soap-manufacturing factories wherein soap products of any kind, including sand soap, common soap, washing or toilet soap, shaving soaps and creams, shampoos, liquid soap, soft soap, soap powders, and the like are manufactured, and shall include workers in soap-factories engaged in the making of toilet powders, ointment, perfumes, dental soap and creams, starch, soda crystals, candles, vegetable and animal oils and lotions, synthetic detergents, stearene and oleine oil, etc., irrespective of the purpose for which they may be required.

(b) For the purpose of the foregoing provision, wrapping and packing of such goods shall be deemed to be a part of the manufacture thereof where such wrapping and packing is done in an establishment covered by the definition as set out in sub-clause (a) of this clause.

Hours of Work

2. (a) The ordinary hours of work shall not exceed 40 per week or eight per day, and shall be worked as follows: from Mondays to Fridays inclusive between the hours of 7.45 a.m. and 5 p.m., with three-quarters of an hour allowed on each day for lunch: Provided, however, that the present practice as to Saturday work by workers in the starch department shall be allowed to continue but any work performed on Saturday or Sunday shall be paid for at the overtime rates prescribed in clause 6 hereof.

(b) By mutual arrangement the commencing hour may be altered to 7.30 a.m., provided that not more than eight hours are worked in any one day without payment of overtime.

(c) At soap-works, workers engaged in casting a pan may be worked five hours continuously without an interval for a meal.

(d) *Shift work*—(i) Two or three shifts of eight hours may be worked if necessary on the first five days of the week. Workers employed on shift work shall, during each shift, be allowed 30 minutes for a meal without deduction from wages. No worker under the age of 21 years shall be employed on the morning or evening shifts unless such worker is paid adult rates.

(ii) A worker employed on shift work between the hours of 5 p.m. and 7.45 a.m. shall be paid 5s. per shift in addition to the ordinary wage.

Wages

3. (a) The minimum rate of pay for male workers over the age of 21 years shall be not less than £12 10s. per week, calculated at the rate of 6s. 3d. per hour.

(b) A worker placed in charge of five or more other workers and a charge hand placed in charge of processes shall be paid 2s. 3d. per day extra.

(c) Casual workers employed for less than four and a half days in any week shall be paid 6s. 3d. per hour.

Employment of Youths

4. The following shall be the minimum weekly rates payable to youths:

Age Commencing	Per Week
	£ s. d.
Under 16 years of age	6 0 6
16 to 16½ years of age	6 14 0
16½ to 17 years of age	7 7 0
17 to 17½ years of age	8 0 0
17½ to 18 years of age	8 12 6
Thereafter adult rates.	

Employment of Females

5. (a) Female workers may be employed at not less than the following weekly rates:

Age Commencing	Per Week
	£ s. d.
Under 16 years of age	5 14 0
16 to 17 years of age	6 6 6
17 to 18 years of age	7 0 0
Thereafter, not less than £8 12s. per week.	

Female workers who are unable to accept full-time employment and who are employed on a weekly basis shall be paid *pro rata* in accordance with the above rates.

Adult female workers employed by the hour shall be paid not less than 4s. 4d. per hour.

(b) Workers who, at the coming into force of this award, are in receipt of a higher rate of pay than that prescribed herein shall not have their wages reduced while the employment continues.

Overtime

6. (a) Time worked in any day outside or in excess of the hours specified in clause 2 hereof shall be paid for at the rate of time and a half for the first three hours and double time thereafter: Provided that up to four hours may be worked at time and a half before noon on Saturday and double time thereafter.

(b) When a worker is required to work overtime on any day, the employer shall provide a meal or pay such worker 5s. 2d. to enable him or her to purchase a meal unless such worker has been notified on the day previous that he or she will be required to work overtime: Provided that when such notice has been given and the worker's services are not required, he or she shall still receive the meal allowance.

(c) In the case of shift workers, overtime at the abovementioned rates shall be paid in excess of the specified shift hours.

Terms of Employment

7. (a) No deduction shall be made from the weekly wages of workers except for time lost through sickness, accident, or default of the worker; but the employer may, with the consent of the worker, deduct the subscription due to the union.

(b) Not less than seven days' notice shall be given by either party of the termination of employment, except in the case of casual workers: Provided that nothing in this subclause shall prevent an employer from summarily dismissing any worker for wilful misconduct, in which circumstance all wages due shall be paid immediately.

Not less than four hours' notice shall be given of the termination of employment of a casual worker.

Where the required notice is not given the person improperly terminating the service shall pay or forfeit one week's wages or the value of the unexpired period of notice as the case may be.

Holidays

8. (a) The following holidays shall be observed without deduction from pay: New Year's Day and the day following, Anniversary Day or a day in lieu thereof, Good Friday, Easter Monday, Labour Day, the birthday of the reigning Sovereign, Anzac Day, Christmas Day, and Boxing Day.

(b) Should any of the abovementioned holidays, other than Anzac Day, fall on a Saturday or Sunday, then for the purposes of this award such holiday shall be observed on the next succeeding working day.

(c) All time worked on any of the abovementioned holidays shall be paid for at double time rates in addition to the ordinary rates.

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

(e) The conditions of the Public Holidays Act 1955 shall apply to this award.

Annual Holidays

9. (a) Annual holidays shall be allowed in accordance with the Annual Holidays Act 1944. Where it is customary for any employer to allow annual holidays to his workers or to any class of his workers during a period in each year when his premises are closed or the work of those workers is for any reason discontinued, and at the date of the commencement of any such period any such worker has not become entitled to an annual holiday, then that worker shall not be entitled to any wages for two weeks following that date, but the employer shall before that date pay to that worker, in addition to all other amounts due to him, an amount equal to one twenty-fifth of his ordinary pay for the period of his employment up to that date, and for the purposes of the Annual Holidays Act the next year of his employment shall be deemed to commence on that date.

(b) Any worker, other than a shift worker entitled to an annual holiday of three weeks by virtue of subclause (c) of this clause, shall, upon completion of the tenth and subsequent years of continuous service with the employer, be granted an additional week's annual holiday, that is to say three weeks instead of two weeks. Such additional week's holiday may be taken either in conjunction with or separately from the first two weeks as the employer shall decide.

(c) Workers regularly employed on alternating or rotating shifts shall have their annual holiday calculated as one week for each complete four months' service.

Payment of Wages

10. Wages shall be paid weekly and in cash, not later than Thursday, in the employer's time: Provided that where a holiday falls on a Friday, wages shall be paid not later than Wednesday of that week.

General Conditions

11. (a) Suitable washing-accommodation, with both hot and cold water, shall be provided. Suitable dressing rooms and dining rooms shall be provided.

(b) Sufficient drinking-water of good quality shall be provided.

(c) Lavatory accommodation shall be provided and kept clean.

(d) A suitable covered bicycle-stand shall be provided by the employer.

(e) Where necessary the employer shall supply waterproof aprons, leggings, gum-boots, respirators, and all other materials necessary to carry on the work. The question of the supply of overalls and smocks to workers in any factory shall be a matter for adjustment between the employer, the worker, and the workers' union concerned, and a dispute shall be created under clause 13.

(f) An approved first aid outfit shall be available to the workers at each works.

(g) In all cases where men are called out and there is no work, or less than two hours' work, available, they shall receive a minimum of two hours' pay at the rate specified.

(h) No youth under the age of 19 years shall be required to lift goods exceeding 75 lb in weight, and no female worker shall be required to lift goods exceeding 30 lb in weight.

(i) Workers actually employed in cleaning out "save-alls", caustic and spent lye tanks and twitchell vats, and whose duties involve going down into "save-all" pits shall be paid 3s. extra on each day or part of a day they are so employed.

(j) Each worker shall be allowed an interval of 10 minutes each morning and afternoon for smoko without deduction of pay and without interfering with the continuity of the work.

(k) Factory workers provided for in this award and employed cleaning boilers shall be paid at the rate of time and a half while they are so engaged. A part of an hour so worked shall be paid for as a full hour.

(l) A supply of boiling water shall be available at meal times and smoko, and also suitable provision made for heating food where reasonably necessary.

Right of Entry

12. The secretary of the union or other duly authorised officer of the union shall be entitled to enter at all reasonable times upon the premises of any employer bound by this award for the purpose of interviewing any worker (with the consent of the employer, such consent not to be unreasonably withheld), but not so as to interfere unreasonably with the employer's business.

Disputes

13. 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. Either side shall have the right to appeal to the Court against the 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.

Unqualified Preference

14. (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 purpose 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

15. (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.

Application of Award

16. 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.

Scope of Award

17. This award shall operate throughout the Northern, Taranaki, Wellington, Canterbury, and Otago and Southland Industrial Districts.

Term of Award

18. This award shall come into force on the day of the date hereof and shall continue in force until the 14th day of September 1963.

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 14th day of December 1962.

[L.S.]

K. G. ARCHER, Judge.

MEMORANDUM

The matters referred to and settled by the Court related to wages (clauses 3, 4, and 5), meal allowance (clause 6 (b)), annual holidays (clause 9 (b) and (c)), and term of award.

Evidence was presented to the Court for the purpose of establishing that varying degrees of skill are required of workers performing certain operations. The rate that the Court has been asked to fix is one which also covers unskilled workers. We have therefore made an award for a comparatively short term which will give the parties an early opportunity, if they so wish, of assessing the relative values of any skills within the industry.

The award 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 memorandum of partial settlement arrived at by the parties and executed by or on behalf of all the assessors as proof that an unqualified preference provision has been agreed to by all the assessors, and clause 14 has therefore been incorporated 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.