
N.Z.W.M.A. SCOURERS LTD. EMPLOYEES—INDUSTRIAL AGREEMENT

[Filed in the Office of the Clerk of Awards, Auckland]

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 20th day of June 1963, between the Auckland Curriers', Beamsmen's, Fellmongers', Tanners', Soapworkers', and General Tannery Employees' Industrial Union of Workers (hereinafter referred to as "the union"), and the N.Z.W.M.A. Scourers Ltd., of 16 Matipo Street, Onehunga, Auckland (hereinafter referred to as "the employer"), witnesseth that it is hereby mutually agreed and declared between the union and the employer as follows:

That, as between the parties hereto, the terms conditions and provisions herein contained shall be binding on the said parties, and the said terms, conditions and provisions shall be deemed to form part of this agreement; and further, the said parties shall respectively, do, observe and perform every matter and thing by this agreement 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 agreement.

SCHEDULE

Application of Agreement

1. This agreement shall apply to the woolscouring industry.

Hours of Work

2. (a) Except where otherwise hereinafter specified, the ordinary daily hours of work shall be eight on five days of the week, Monday to Friday, both days inclusive and such hours to be worked between 7.30 a.m. and 5 p.m.

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

Shifts

3. (a) Shifts of eight hours may be worked on five days of the week Sunday midnight to Friday midnight. A shift shall consist of eight consecutive hours, inclusive of half of an hour crib time. Workers shall be entitled to a change of shifts on alternate weeks.

(b) All workers shall be paid 5s. per shift in addition to the wages prescribed elsewhere in this agreement, and a shift shall include crib time.

(c) Unless with the consent of the union, no worker under the age of 18, shall be allowed on morning or evening shifts.

(d) When hourly workers are required to wait for work at any time after the arranged time for starting, they shall be paid at the appropriate rate per hour for all time so waited.

Meals

4. (a) One hour shall be allowed for all meals, except where otherwise mutually arranged between the union and the employer. When workers are employed before 5 a.m. they shall be allowed 30 minutes for breakfast, without deduction of pay between 7 a.m. and 8 a.m.

(b) When workers are required to work more than one hour's overtime beyond the ordinary time of ceasing work a suitable hot meal shall be provided by the employer or the employer shall pay each worker the sum of 5s. 3d.

Overtime

5. (a) Except where otherwise provided, all time worked outside of 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 half for the first three hours and double time thereafter, provided also, that work done after 12 noon on Saturday shall be paid for at double time rates.

(b) Any worker required to work on any Saturday, Sunday or on any holiday shall receive not less than four hours' pay at overtime rates and if five hours or more are worked, not less than eight hours shall be paid at overtime rates; provided, however, that in the event of work being available and the worker not being ready and willing to continue work for the full period of four or eight hours as the case may be, payment shall be made only for time actually worked.

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

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

(e) Any time worked in excess of five hours without an interval of one hour for a meal shall be paid for at overtime rates.

Holidays

6. (a) All workers shall receive and be paid for 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, Christmas Day, and Boxing Day.

(b) All time worked on the holidays mentioned in subclause (a) hereof, shall be paid for at double time rates in addition to the ordinary rates payable under subclause (a) hereof.

Annual Holidays

7. (a) Annual holidays shall be granted in accordance with the provisions of the Annual Holidays Act 1944.

(b) All workers 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.

Wages

8. (a) The following shall be the minimum rates of wages for workers 21 years of age and over:

	Weekly Workers			Casual Workers
	Per Week			Per Hour
	£	s.	d.	s. d.
Wool-sorters	14	16	8	7 5
Workers whilst engaged on or in connection with wool scouring machines	13	18	4	6 11½
Wool pressers—hand	13	13	4	6 10
All other workers	13	6	8	6 8

For the purpose of this sub-clause a "casual worker" is a worker employed for a period of less than four working weeks with the same employer.

(b) Workers cleaning boilers or flues or any machine where no provision is made for carrying away the dust, shall be paid at time and half rates.

(c) Workers cleaning out filters or drains shall be paid 1s. 3d. per hour extra while so engaged, with a minimum payment of 5s. per day.

(d) No worker shall have his present wage reduced by operation of this agreement.

(e) Any worker called upon to perform work of an unusually dangerous nature, or of an unusually dirty or offensive nature shall be paid such extra rate per hour as may be agreed upon between the employer and the worker. Failing agreement, the rate shall be settled by a disputes committee constituted in accordance with the provisions of clause 17 of this agreement.

Employment of Youths

9. (a) Youths may be employed at the discretion of the employer at not less than the following minimum rates:

	Per Week		
	£	s.	d.
17 to 18 years of age	7	10	0
18 to 19 years of age	9	0	0
19 and thereafter at the adult rates as provided for in clause 7 (a).			

(b) The proportion of youths to adult workers shall not exceed one youth to three adults except that this proportion shall not apply to youths in wool drying greens, when there shall be no fixed proportion of junior labour.

(c) No youths shall be required to perform work normally done by an adult worker.

Payment of Wages

10. (a) Wages shall be paid weekly in working hours on the regular pay day, which shall not be later than Thursday. All waiting time shall be paid for.

(b) All workers shall receive in writing details of the manner in which the wages have been calculated. Such details shall comprise the total number of hours worked, the gross earnings, tax and other deductions, and nett earnings.

- (c) Two days lie time shall be allowed.
- (d) Any error or omission in the pay sheet shall be adjusted within 48 hours.
- (e) No deduction in respect of time lost by any weekly worker shall be made from the wages payable to him 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.

Termination of Employment

11. (a) In the case of weekly workers, one week's notice of the termination of employment shall be given by the party desiring to terminate the employment, or one week's wages paid or forfeited, as the case may be; and in the case of hourly workers two hours' notice of termination shall be given or two hours' wages paid or forfeited, as the case may be; nothing herein contained shall prevent an employer from summarily dismissing a worker for misconduct.

(b) When a worker is discharged, he shall be paid without delay and when a worker leaves he shall, on demand, be paid within 24 hours of leaving. All waiting time beyond the prescribed time shall be paid for at ordinary rates.

General Conditions

12. (a) A smoko of not less than 10 minutes shall be allowed in the morning and afternoon without any deduction from wages.

(b) Where workers are required to work under wet conditions they shall be supplied with gumboots, heavy leather boots or clogs, which shall remain the property of the employer.

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

(d) A supply of boiling water suitable for refreshments shall be available at meal times.

(e) Full and proper provision shall be made for lavatory accommodation which shall be kept clean and tidy to the satisfaction of the local Inspector of Factories.

(f) Water of good quality suitable for drinking shall be provided.

(g) (i) The employers shall provide separate rooms for: (a) dining, (b) dressing and bathing and (c) drying clothes.

(ii) The dining rooms shall be of adequate size, properly ventilated and fly proof. Ample table and seating accommodation shall be provided. No sanitary convenience shall open directly from any department of the factory. A fly-proof cupboard for the storage of food shall be provided in each dining room.

(iii) The dressing rooms shall be of adequate size and properly ventilated. They shall be fitted with wash basins and hot and cold showers, and with a locker for each worker. The inside measurements of the lockers shall not be less than the following: height 5 ft, width 15 in., depth 14 in.

(iv) The drying rooms shall not open upon any dining or dressing room, and shall be used for no other purpose than drying clothes.

(v) The dressing and dining rooms shall be suitably heated.

(vi) It shall be the responsibility of the employer to see that the above accommodation is kept clean and the dining room accommodation cleaned daily.

(vii) The union shall appoint delegates whose duty it shall be to see that the workers do everything in their power to maintain the dining, dressing and bath-rooms in clean and tidy condition.

(h) A first aid outfit, suitably equipped, shall be kept in a place accessible to all employees.

Heavy Goods

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

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

Right of Entry

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

Notification of Workers Employed

15. Any employer who is requested in writing by the secretary of the union to do so, shall, within two weeks after receipt of such request, supply to the union a list of all the workers coming within the scope of this agreement then in his employ; but such requests shall not be made to any employer at intervals shorter than three months.

Display of Agreement

16. Wherever reasonably possible, the employer shall display at each works and in a conspicuous place a copy of this agreement.

Disputes

17. The essence of the agreement 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 agreement, or any of them as to any matter whatsoever arising out of or connected therewith and not dealt with in this agreement every such dispute or difference shall be referred to a disputes 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 a Conciliation Commissioner. Should either party fail to appoint representatives to the disputes committee, either party may refer the matter in dispute to a Conciliation Commissioner, who may either decide the matter or refer the matter to the Court. In the event of the disputes committee failing to agree, the matter shall be referred to the Court. In the event of the disputes committee coming to a decision, either side shall have the right of appeal to the Court against the decision of the committee or the decision of the Commissioner, and written notice of such appeal shall be given to the other side within four days after such decision has been made known to the party desirous of appealing.

Under-rate Workers

18. (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 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 a lower wage, to examine the permit or agreement by which such wage is fixed.

Unqualified Preference

19. (a) Any adult person engaged or employed in any position or employment subject to this agreement by any employer bound by this agreement shall, if he is not already a member of a union of workers bound by this agreement 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 sub-clause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this agreement so long as he continues in any position or employment subject to this agreement.

(c) Every worker obliged under sub-clause (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 agreement.

(d) Every employer bound by this agreement commits a breach of this agreement 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 agreement.

Term of Agreement

20. This agreement shall come into force on the 20th day of June 1963, and shall continue in force until the 31st day of August, 1964.

Dated this 20th day of June, 1963.

Signed on behalf of the Auckland Carriers', Beamsmens', Fellmongers', Tanners', Soapworkers', and General Tannery Employees' Industrial Union of Workers—

H. KAY, Secretary.

Witness—E. C. CASTELL.

Signed on behalf of N.Z.W.M.A. Scourers Ltd.—

V. M. HERBERT.

Witness—R. G. ASHWORTH.