

NORTHERN INDUSTRIAL DISTRICT FLOCK, FELT, FEATHER, AND ALLIED PRODUCTS WORKERS—AWARD

In the Court of Arbitration of New Zealand, Northern Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Auckland United Furniture and Related Trades Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned firms and companies (hereinafter called “the employers”):

Grant, John, and Co. Ltd., Flock Manufacturers, Rosebank Road, Avondale, Auckland.

Sleepyhead Bedding Co. (1935) Ltd., 17 Pitt Street, Auckland.

Takle Bros. Ltd., Sale Street, Auckland.

Tattersfield Ltd., 386 Richmond Road, Grey Lynn, Auckland.

Textile Products Ltd., 230 Marua Road, Ellerslie.

United Textiles Ltd., 18 Union Street, Auckland.

Witter, J. A., and Co. (N.Z.) Ltd., 46 Queen Street, Onehunga, Auckland.

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 16th day of February 1965 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 16th day of August 1963.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Definitions

1. This award shall apply to workers employed in feather grading, washing, sterilising, sorting, cutting materials for flock, felt, or padding, cutting similar materials for industrial purposes or other uses, operating flockmaking machines,

felt-making machines, feather-grading machines, cottonwool-making machines, and padding-making machines, glazing and drying padding or wadding, cottonwool wrapping, clearing and baling of flock, and baling of clippings and similar materials for local use or export.

Hours of Work

2. (a) The ordinary hours of work shall not exceed eight per day, and, except in the case of shift workers, shall be worked between the hours of 7.30 a.m. and 5 p.m. from Monday to Friday, both days inclusive.

(b) Not less than 45 minutes shall be allowed for a meal, but in cases where the majority of the workers in any factory agree with the employer for a lesser period, not less than 30 minutes shall be allowed.

(c) No worker shall be employed for more than five hours continuously without an interval of at least 30 minutes for a meal.

(d) A tea break of 10 minutes each morning and afternoon shall be allowed without deduction from wages: Provided that the afternoon break shall be allowed not later than 3.30 p.m.

Wages

3. (a) The minimum rate of wages for male workers 21 years of age and over shall be 6s. 3d. per hour.

(b) Youths may be employed in the proportion of one youth to each two adult male workers at the following weekly rates of wages.

		Per Week		
		£	s.	d.
From 15 to 16 years of age	.....	5	0	0
From 16 to 17 years of age	.....	5	10	0
From 17 to 18 years of age	.....	6	5	0
From 18 to 19 years of age	.....	7	0	0
From 19 to 20 years of age	.....	8	1	8
From 20 to 21 years of age	.....	9	7	6

Thereafter the rate as prescribed in subclause (a) of this clause: Provided that any male worker who has served five years prior to reaching the age of 21 years shall be paid the full rate as prescribed in subclause (a) of this clause.

(c) Workers employed cleaning dust-boxes, except where dust is automatically packed and bagged into dustproof bags, shall be paid 12s. 6d. per hour irrespective of when so employed.

(d) Females may be employed at the following weekly rates of wages:

		Per Week		
		£	s.	d.
From 17 to 18 years of age	.....	5	7	6
From 18 to 19 years of age	.....	5	17	6
From 19 to 20 years of age	.....	6	9	2
From 20 to 21 years of age	.....	7	3	4

Thereafter not less than £8 7s. 6d. per week: Provided that any female worker who has served four years prior to reaching the age of 21 years shall be paid not less than £8 7s. 6d. per week.

(e) The proportion of junior females shall not exceed two juniors to each adult female worker.

Payment of Wages

4. Wages shall be paid weekly, not later than Thursday, on the premises or works of the employer, and before the ordinary time of ceasing work. When any holiday falls on a Friday wages shall be paid not later than Wednesday.

Overtime

5. (a) All time worked outside or in excess of the hours mentioned in clause 2 and subclause (a) of clause 10 of this award shall be deemed to be overtime and shall be paid for at time and a half for the first three hours and double time thereafter: Provided that all work done after 9 p.m. and before 7.30 a.m. shall be paid for at double time rates, except that preparatory work only done between 7 a.m. and 7.30 a.m. shall be paid for at time and a half rates.

(b) Work done on Saturday morning between the hours of 7.30 a.m. and noon shall be paid for at time and a half rates. For all work done in excess of four hours or after 12 noon on Saturday, double time rates shall be paid.

Holidays

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

(b) Payment for the said holidays shall be made at the same rate as for an ordinary working day when the holiday falls on an ordinary working day.

(c) Subject to section 28 of the Factories Act, the employer shall pay one-tenth of a day's ordinary wages to each worker in respect of each ordinary day worked by him for that employer during the fortnight ending on the day of any holiday referred to in subclause (a) of this clause.

(d) Should any of the prescribed holidays, except Anzac Day, fall on a Saturday or a Sunday, such holiday shall be observed and paid for on the next ordinary working day or days.

(e) All work done on Sunday or any of the above-mentioned holidays shall be paid for at double time rates in addition to the holiday payment as prescribed in subclause (c) of this clause.

(f) The provisions of the Annual Holidays Act 1944 shall apply to workers covered by the provisions of this award. Shift workers regularly and continuously employed on afternoon or night shift or on rotating shifts shall be allowed three weeks annual holiday upon completion of each year's service: Provided that a shift worker employed under the provisions of this subclause shall receive a *pro rata* benefit if employed for less than 12 months. The third week's holiday may be allowed either in conjunction with or separately from the first two weeks as the employer may decide.

(g) Notice of closing down for Christmas holidays shall be posted in a conspicuous place at least one month before the holidays.

Meal Money

7. Workers required to work after 5.30 p.m. on any day, or after 12 noon on Saturday or Sunday shall, unless they can reasonably get home for a meal and return in the time allowed pursuant to subclause (b) of clause 2, at the option of the employer be supplied with a suitable meal or be paid the sum of 5s. 3d. which shall be paid daily or weekly as agreed.

For the purpose of this clause a suitable meal shall comprise freshly cooked meat, vegetables including potatoes, bread and butter, and either tea or coffee.

Termination of Employment

8. Except in the case of weekly wage workers, not less than two hours' notice shall be given by either party of the termination of employment. In the case of weekly wage workers, not less than one week's notice of the termination of the

employment shall be given by either party. Wages shall be paid at the termination of the required notice. Nothing in this clause shall prevent any employer from summarily dismissing any worker for serious misconduct.

General Conditions

9. (a) Suitable facilities for washing which shall include hot water, soap, and clean towels (or other suitable means of drying) shall be provided.

(b) Employers shall provide and keep in order a suitable lunch room for workers to eat their meals, and facilities shall be provided for boiling water at mealtimes.

(c) Employers shall provide individual lockers for storage of workers' street clothing during working hours, or an adequate dressing room free from dust.

(d) All tools shall be provided and kept in order by the employer, the worker to exercise all reasonable care to avoid any loss or undue damage to the tools.

(e) A standard first aid kit shall be provided and maintained by the employer and kept in a convenient place and accessible to workers in case of accident. If a worker meets with an accident which necessitates medical or surgical attention transport shall be provided by the employer where necessary for conveying the worker to a doctor or hospital.

(f) Only male workers shall be employed in the clearing and baling, sorting and/or cutting, feeding into flockmaking machines or felt-making machines, or teasing machines unsterilised material that has been worn or used and shall be paid 4s. 4d. a day extra.

(g) Female workers may be employed sorting workroom clippings or other unused material, but if called upon to sort material that has been worn or used such workers shall be paid at the full adult male rate for such work.

(h) Females shall not be employed in operating flock, felt, feather grading, padding or scutching machines, or feeding carding machines.

(i) The employer shall provide reasonable facilities for supplying warmth for workers in the factory during cold weather.

(j) Where concrete floors exist in any factory, the workers shall be supplied with a floor covering of pinex or other similar suitable material to obviate standing on uncovered floors.

(k) Union representatives appointed to joint committees of employers and workers shall be allowed the required time off without pay to attend meetings convened by any particular Government Department.

Shifts

10. (a) Shifts may be worked as required, but not more than eight hours a shift (including half an hour crib time) nor five shifts in any week may be worked without payment of overtime.

(b) Where any part of a shift falls outside of the hours between 6 a.m. and 6 p.m. a shift allowance of 5s. a shift shall be paid in addition to ordinary rates of pay.

(c) Where two or more shifts are worked daily, unless otherwise agreed between the particular employer and his workers, men employed on shifts shall change shifts weekly.

(d) If shifts are being worked for less than five consecutive working days outside of the hours prescribed in subclause (a) of clause 2 of this award, appropriate overtime rates shall be paid for the time so worked.

(e) Only males of not less than 18 years of age may be employed on shift work, and no worker shall be employed unless some other person is within calling distance.

Disputes

11. The essence of this award 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 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.

If the committee is unable to decide the question then the chairman shall give a decision or refer the matter to the Court.

Either side shall have the right to appeal to the Court against a decision of any such committee or chairman, 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.

Right of Entry

12. 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.

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.)

Notification

14. Every employer shall, on written request from the union secretary, or branch secretary, supply the names, private addresses, and occupations of all workers in his employ coming within the scope of this award, but not more often than three monthly periods.

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 district to which this award relates.

Scope of Award

17. This award shall operate throughout the Northern Industrial District.

Term of Award

18. 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 first pay period of each employer commencing on or after the 8th day of July 1963, 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 16th day of February 1965.

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 16th day of August 1963.

[L.S.]

A. TYNDALL, 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.

A. TYNDALL, Judge.
