

MANAWATU WOOLSCOURERS EMPLOYEES—INDUSTRIAL AGREEMENT

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

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, on the 28th day of November 1963, between Kakariki Wools Ltd. and Kawa Wool Co. Ltd. (hereinafter called "the employer") of the one part and the Manawatu Woolscourers' Industrial Union of Workers (hereinafter called "the union") of the other part, whereby it is mutually agreed by, and between the said parties as set out in the following Schedule:

SCHEDULE

Application of Agreement

1. This agreement 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 "smoke-ohs". Workers shall be entitled to a change of shifts on alternate weeks.

(c) When workers on shift-work are required to work any portion of their shift between the hours of 7 p.m. and 7 a.m. they shall be paid 4s. 6d. per shift in addition to the wages prescribed elsewhere in this agreement.

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

Meals

3. (a) One hour shall be allowed for all meals, except where otherwise mutually arranged at any factory.

(b) When workers are employed before 5 a.m. they shall be allowed 30 minutes for breakfast without deduction of pay but this shall not apply to those employed on night shift.

(c) Where workers are required to have a second meal away from home in any one day the employer shall pay each worker a meal allowance of 4s. 6d.

Overtime

4. Except where otherwise provided, all time worked outside or in excess of the hours mentioned in clause 2 hereof in any 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 rates.

Holidays

5. (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, Christmas Day and Boxing Day.

(b) All holidays mentioned in subclause (a) hereof other than 2 January shall be subjected 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 shall be treated as a holiday under the Factories Act. Pieceworkers in such case shall be paid the rates specified for time workers.

(c) All time worked on holidays mentioned in subclause (a) hereof, other than 2 January, shall be paid for at double rates in addition to the ordinary rates payable in subclause (b) hereof, and work done on 2 January shall be paid for at time and a half rates.

(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 a Sunday, such holiday shall be observed on the following Monday. When Christmas Day and New Year's Day fall on a 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.

(g) Upon completion of ten (10) years' continuous employment with the same employer, a worker shall be granted for each further year of employ with that employer, an annual award of three weeks instead of two weeks, under the Annual Holidays Act 1944.

Wages

6. (a) The following shall be the minimum rates of wages for workers 19 years of age or over:

	Per Hour	
	s.	d.
Woolsorters	7	5
Woolscourers in charge of machine	7	0½
Woolpressers—hand	6	10¾
power	6	10
Hydro-extractor operator	6	10
All other workers	6	9½
Trainee woolsorters—first six months	6	9½
second six months	7	1¼
After 12 months (provided work is of continuous high standard)	7	5

The proportion of trainee woolsorters employed shall not be more than one trainee to three or fraction of three woolsorters employed.

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

(c) Workers cleaning out filters and drains shall be paid 7d. per hour extra while so engaged, with a minimum payment of 2s. 10½d. per day.

(d) Workers cleaning out shakers shall be paid 1s. 1¾d. each for each clean-out.

(e) During the scouring or crushing of dag wool or lines containing 50 per cent or more of dagwool all workers who are required to handle the dag wool or who work in dust created thereby, shall receive 6d. per hour extra while so employed.

(f) Workers employed blowing out dryers, shall be paid 6d. per hour extra whilst so employed.

Piecework

7. The rates of pay for piecework shall be arranged between each employer and the union.

Employment of Youths

8. (a) Boys and 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	.....	.....	.....	5 16 1
16 to 16½ years	.....	.....	.....	6 11 9
16½ to 17 years	.....	.....	.....	7 5 9
17 to 17½ years	.....	.....	.....	7 19 9
17½ to 18 years	.....	.....	.....	8 15 5
18 to 19 years	.....	.....	.....	9 19 9

And thereafter the minimum rate for workers as set out in clause 6 (a).

(b) No youth shall have his present wage reduced by operation of this clause.

(c) The proportion of boys and youths to adult workers shall not exceed one boy or youth to three adults, except that this proportion shall not apply to youths employed on wool-drying greens, when there shall be no fixed proportion of junior labour.

(d) No youths shall be required to perform heavy work normally done by an adult worker, unless he is mature enough for such work and is in receipt of not less than the minimum adult rate.

Payment of Wages

9. 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 Employees

10. 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 the union delegate, at not less than three monthly intervals.

General Conditions

11. (a) A "smoke-oh" of not more than 10 minutes shall be allowed in the morning and the afternoon without deduction from wages.

(b) Workers shall be supplied with aprons and overalls or 5s. per week in lieu thereof, and one pair of gumboots will be provided for each scour line. Any clothing substantially damaged by sulphuric acid to be replaced at the employers expense.

(c) Any worker who, not having been informed before leaving work that there will be no work 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) Any worker who leaves the factory at the end of a day's work and is called back to work overtime shall be paid a minimum of two hours at overtime rates of pay.

(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) A suitable shed for employees' bicycles shall be provided.

(g) A supply of boiling water suitable for refreshments shall be available at mealtimes. Facilities for heating food shall be provided by the employer.

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

(i) The employer shall provide satisfactory dining, dressing and washing accommodation. Where required, each worker shall be supplied with a locker.

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

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 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 subclause (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 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 agreement.

(d) Every employer bound by this agreement commits a breach of this agreement if he continues to employ any worker to whom subclause (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 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 agreement.

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

Disputes Committee

15. Anything not provided for in this agreement, or any dispute that may arise over anything that is provided for in this agreement, shall be mutually arranged between the two representatives each of the union and the employers. 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.

Exemption

16. This agreement shall not apply to foremen.

Scope of Agreement

17. (a) This agreement shall operate throughout the Manawatu district, being an area bounded by the Rangitikei River on the north, the Ruahine and Tatarua Ranges on the east, the Waikanae River on the south, and the ocean on the west.

(b) This agreement shall apply to the original parties named herein and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this agreement comes into force or at any time whilst this agreement is in force, connected with or engaged in the industry to which this agreement applies within the industrial districts to which this agreement relates.

Term of Agreement

18. This agreement, in so far as it relates to wages, shall be deemed to have come into force on the 30th day of October 1963, and so far as all other conditions of this agreement are concerned it shall come into force on the day of the date thereof: and this agreement shall continue in force until the 31st day of October, 1965.

The common seal of the Manawatu Woolscourers' Industrial Union of Workers was hereto affixed, pursuant to a resolution of the committee held on the 19th day of December 1963:

[L.S.]

R. A. GALBRAITH, President.
D. F. ROBERTSON, Secretary.

The common seal of the Kakariki Wools Ltd. was hereto affixed by authority of the board of directors, on the 19th day of December 1963:

Signed in the presence of:

[L.S.]

K. A. WILLS, Director, Kakariki Wools Ltd.
N. H. CHAPMAN, Secretary, Kakariki Wools Ltd.

The common seal of the Kawa Wool Co. Ltd. was hereto affixed by authority of the board of directors, on the 16th day of December 1963:

Signed in the presence of:

[L.S.]

J. H. WILL, Director, Kawa Wool Co. Ltd.
B. F. SMITH, Secretary, Kawa Wool Co. Ltd.
