

J. J. BOURKE AND CO. LTD., LOWER HUTT, WOOLSCOURERS—AGREEMENT
UNDER THE LABOUR DISPUTES INVESTIGATION ACT 1913

In the matter of the Labour Disputes Investigation Act 1913 and in the matter of an agreement made between J. J. Bourke and Co. Ltd. of Lower Hutt, Woolscourers, and the Society of Workers of J. J. Bourke and Co. Ltd.

THIS industrial agreement made in pursuance of the Labour Disputes Investigation Act 1913 this 1st day of June 1965, between J. J. Bourke and Co. Ltd. Lower Hutt (hereinafter referred to as "the employers") of the one part and the Society of Workers of J. J. Bourke and Co. Ltd. (hereinafter referred to as "the society") of the other part wherein it is mutually agreed by and between the parties as set out below:

1. That the terms and conditions, stipulations and provisions contained and set out in the Schedule hereto shall be binding on the said parties and that they shall be deemed to be and are hereby declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe and perform every matter and thing by this agreement and by the said terms, conditions, stipulations and provisions, but shall in all respects abide by and perform the same.

SCHEDULE

Clause 1—Application and Scope

This agreement shall apply to the woolscouring and dag crushing operations carried out in the premises of J. J. Bourke and Co. Ltd. at Lower Hutt.

Clause 2—Hours of Work

(a) Except where otherwise hereinafter specified, the ordinary daily hours of work shall be eight (including "smoko") on five days of the week, Monday to Friday, both days inclusive.

(b) In the case of the establishment covered by this agreement the ordinary daily hours may be worked between 7 a.m. and 4 p.m. or 8 a.m. and 5 p.m. on five days of the week, Monday to Friday, both days inclusive, in accordance with the practice of the establishment provided however that these hours may be varied by agreement in writing between the employer and the society.

(c) In all cases where men are called to work between Monday and Friday 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.

Clause 3—Shifts

(a) Shifts of eight hours may be worked on five days of the week. A shift shall consist of eight consecutive hours including two smokos. In addition, workers on night shift shall be entitled to 20 minutes crib time. Workers shall be entitled to a change of shifts on alternate fortnights.

(b) All workers engaged on night shift finishing after midnight and at or before 7 a.m. shall be paid 5s. per shift in addition to the wages prescribed elsewhere in this agreement.

(c) All workers engaged on afternoon shift commencing at or after 10 a.m. and finishing at or before midnight shall be paid 2s. 6d. per shift in addition to the wages prescribed elsewhere in this agreement.

(d) In addition to the 5s. per shift paid as in sub-clause (b) above, a further 15s. per shift shall be paid to the man in charge of a night shift, but no such additional payment shall be made in respect of an afternoon shift.

(e) Unless with the consent of the society, no worker under the age of 18 shall be allowed on night shifts.

(f) 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.

Clause 4—Meals

Three-quarters of an hour shall be allowed for all meals except where otherwise mutually arranged between the society and the employer. The mid-day meal shall be taken between 12 noon and 1.30 p.m. When workers are required to commence work before 5.30 a.m. they shall be allowed sufficient time for breakfast without deduction of pay between 7 a.m. and 8.30 a.m.

Clause 5—Overtime

Except where otherwise provided, overtime worked outside 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-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.

Clause 6—Holidays

(a) All workers shall receive and be paid for the following holidays in each year: New Years Day, 2 January, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Anniversary Day of the Province of Wellington, Christmas Day and Boxing Day.

(b) All holidays mentioned in sub-clause (a) hereof, other than 2 January, shall be subject 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 sub-clause, Anniversary Day shall be treated as a holiday under the Factories Act.

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

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

(e) The holidays referred to in sub-clause (a) hereof shall be subject to the provisions of the Public Holidays Act 1955.

(f) In addition to the holidays specified in sub-clause (a) of this clause holidays shall be allowed as provided in the Annual Holidays Act 1944 and its amendments provided however that:

(i) After the completion of nine years continuous service with the employer each worker shall be entitled to an annual holiday of three weeks on full pay. The qualifying period for commencement of this provision shall be the ninth anniversary of the date of the commencement of employment.

(ii) That workers who have been engaged on night shift for a total of six weeks in any season commencing from the first pay week in December shall be entitled to one additional half day's holiday for every week worked on night shift in excess of six weeks with a maximum of five additional paid holidays.

Clause 7—Wages

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

	Per Hour
	s. d.
Wool sorters	8 0
Wool scourers in charge of machine	8 0
All other workers	7 6

(b) Workers cleaning boilers or flues or cleaning dag-crushing machines where no provision is made for carrying away the dust, when performed Monday to Friday inclusive, shall be paid at time-and-a-half rates.

(c) In addition to the rates of pay mentioned in sub-clause (a) hereof, workers shall be entitled to a profit sharing payment based on production, as set out hereunder:

- (i) The weights of all bales of scoured wool pressed between Wednesday morning and Tuesday evening in each week will be totalled, and for each complete 100 lb a payment of 1s. will be distributed among all men working in the plant, excluding the engineer, boiler attendant and dryer technician.
- (ii) New staff engaged will not qualify for a share in this payment until after the completion of two full weeks of service, i.e., not before the third payday after the commencement of service.
- (iii) Where employment of any employee is terminated before the completion of a week's work ending on Tuesday evening, he will not be entitled to any payment under this provision in that week.
- (iv) Employees who default in attending work for any reason during any part of a week will be entitled to payment under this provision only in proportion to the ordinary hours worked. The amount deducted from any such defaulting worker shall be shared equally among those workers who complete a full week. The minimum deduction under this default clause shall be one hour, or the next highest complete hour, fractions of a lost hour being counted as a full hour.
- (v) Production of scoured wool on Saturdays and/or Sundays, when overtime and double time rates are being paid, will not be included in production figures for the purposes of calculating the amount of the production payment. In such a case, a calculation of the production will be made thus:

Scoured lbs. produced × 10 (number of shifts at ordinary time)

÷ The number of shifts actually worked.

e.g., if scouring is done on two shifts for six days, Monday to Saturday, the proportion of production to which the bonus applies is, say, 90,000 × 10/12 @ 1s. per 100 lbs. The figure so arrived at will be equally divided amongst those qualifying for this payment.

- (vi) Men employed full time on the dag-crushing machine will receive their bonus from the pool.
- (vii) Greasy wool reconditioned, repacked or reclassified is not to be included in the production figure.
- (viii) Scoured wool re-dried or re-pressed will not be included in the production figure.

It is to be clearly understood that this production payment is made in lieu of allowances for meal money, overalls and differential rates of pay applying in other awards operating in the woolscouring industry.

(d) The application of this profit sharing payment based on production shall be limited to bona fide members of the society of workers party to this agreement.

(e) In the event of a further general wage order being made by the Court of Arbitration increasing wage rates during the currency of this agreement, the rate payable under the profit sharing payment provision shall not be affected by any such increase.

(f) No employee shall have his present wage reduced by operation of this agreement.

Clause 8—Employment of Youths

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

	Per Week		
	£	s.	d.
Under 17 years	9	0	0
17 to 17½ years	9	15	0
17½ to 18 years	10	10	0
18 to 19 years	11	15	0
19 to 21 years	12	10	0

and thereafter at the minimum rate for workers as set out in clause 7 (a).

(b) The proportion of youths to adult workers shall not exceed one youth to three adults.

(c) Youths employed casually during college vacation periods shall not be entitled to participate in the production payment mentioned in clause 7 above, unless with the consent of the committee of the society and the employer.

Clause 9—Payment of Wages

(a) All workers shall be supplied in writing with details of the manner in which their wages have been calculated. Such details shall comprise the total number of hours worked, the gross earnings, tax and other deductions, and net earnings.

(b) Wages shall be paid not later than Thursday of each week and in the employer's time.

(c) Two days lie time shall be allowed.

(d) Any error or omission in the pay sheet shall be adjusted within 48 hours, unless an employee agrees to have the adjustment made in the next following weeks pay.

Clause 10—Register of Employees

The employer shall keep a book showing the names and addresses of all workers hereafter engaged. This book shall be accessible to the president of the society with the consent of the employer at all reasonable times.

Clause 11—Deductions

No deductions in respect of time lost by any worker shall be made from the wages prescribed in clause 7 (other than sub-clause (c) (iv)) except for time lost by reason of the default of the worker or by reason of any illness or accident suffered by the worker.

Clause 12—General Conditions

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

(b) Workers shall be supplied with gumboots where necessary which shall remain the property of the employer. If any question arises as to whether conditions are such as to require the issue of gumboots, the matter shall be dealt with under clause 15 of this agreement.

(c) 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.

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

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

(f) (i) Employer shall provide separate rooms for (a) Dining, (b) Changing, (c) Washing and showering, and (d) Provision for drying clothes.

(ii) The dining room, dressing room and shower room facilities shall be of the standard approved by the local Inspector of Factories.

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

(iv) The society shall appoint a member of its committee whose duty it shall be to see that the workers do everything in their power to maintain the dining, dressing and wash room in a clean and tidy condition.

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

(h) Notwithstanding anything to the contrary in this agreement workers covered by this agreement are to provide their own aprons and/or overalls but on the pay day nearest to 1 December in any year workers with 12 months continuous service shall be paid an overall allowance of £3.

Clause 13—Right of Entry

The president or secretary of the society shall, with the consent of the employer, be entitled to interview any worker for the purposes of this agreement but not so as to unreasonably interfere with the employer's business.

Clause 14—Disputes

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 two representatives of the association and two representatives of the employer, 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 of appeal to the Court of Arbitration against a 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.

Clause 15—Workers to be Members of Society

It shall not be lawful for the employer to employ for longer than seven days, or continue to employ in any position or employment subject to this agreement, any person who is not for the time being a member of the society bound by this agreement. On engagement, the employer shall instruct the employee to join the society immediately and, should he fail to do so within seven days, the society president shall notify the employer who shall immediately terminate the engagement.

Clause 16—Employer's Right

Nothing in this agreement, except the provisions of clause 15 mentioned above, shall be construed to affect in any way the employer's right to engage the services of any worker or terminate his employment at the employer's discretion.

Clause 17—Exemption

This agreement shall not apply to the foreman, the chief engineer or the dryer technician.

Clause 18—Term of Agreement

This agreement shall come into force on the 1st day of June 1965, and continue in force until the 30th day of November 1965.

In witness whereof the parties hereto have executed these presents this 1st day of June 1965.

For and on behalf of the Society of Workers of J. J. Bourke and Co. Ltd.—

D. D. ANDERSON, President.

J. C. DAVIES, Secretary.

T. F. BRYANT.

For and on behalf of J. J. Bourke and Co. Ltd.—

B. A. BOURKE.

[This agreement, made under the Labour Disputes Investigation Act 1913, was filed with the Clerk of Awards at Wellington, pursuant to section 8 (1) of the said Act, on the 2nd day of June 1965.]
