

WELLINGTON, CANTERBURY, AND OTAGO AND SOUTHLAND FLOCK, FELT,
FEATHER, AND ALLIED PRODUCTS WORKERS—AWARD

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

In the Court of Arbitration of New Zealand, 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 Federated Furniture and Related Trades Industrial Association of Workers (hereinafter called “the union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”):

WELLINGTON INDUSTRIAL DISTRICT

Agnew Textiles Ltd., 170 Bell Street, Wanganui.
Bonded Felts Ltd., Duncan Street, Foxton.
Cole and Co., Flock Manufacturers, 23A Martin Square, Wellington.
Flock and Textiles Ltd., Waione Street, Petone.
Grant, John, and Co., Ridgway Street, Wanganui.
Grant, John, and Co. Ltd., Flock Manufacturers, etc., Gracefield Road, Lower Hutt.
Pacitex N.Z. Ltd., 24–26 Marion Street, Wellington.
Reclaim Industries Ltd., 2 Udy Street, Petone.
Tattersfield Ltd., Woodville.

CANTERBURY INDUSTRIAL DISTRICT

Dominion Trading Co., 166 Madras Street, Christchurch.
Madden Bros. Ltd., Flock Manufacturers, etc., 88 Coventry Street, Christchurch.
Tattersfield Ltd., Bexley Road, New Brighton, Christchurch.
Textile Industries Ltd., 38 Sandyford Street, Christchurch.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Ellis, A. E., and Co. Ltd., Flock Manufacturers, etc., Kaikorai Valley Road, Dunedin.

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 as hereinafter provided and shall continue in force until the 16th day of August 1966 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 20th day of July 1965.

[L.S.]

A. P. BLAIR, Judge.

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SCHEDULE
Definitions

1. This award shall apply to workers employed in feather grading, washing, sterilising, sorting, cutting materials for flock, felt, padding, cutting allied materials for industrial purposes or other uses, operating flock-making machines, felt-making machines, feather-grading machines, cotton-wool making machines, and padding-making machines, glazing and drying padding or wadding, cotton-wool wrapping, clearing and baling of flock, and baling of clippings and allied materials for local use or export.

Hours of Work

2. (a) Subject to the Factories Act 1946, 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 a.m. and 5 p.m. from Monday to Friday, both days inclusive.

(b) Not less than 45 minutes shall be allowed for lunch; 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.

Wages

3. (a) The minimum rate of wages for male workers 21 years of age and over shall be 6s. 9½d. 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 11 0
From 16 to 17 years of age	.....	.....	6 1 9
From 17 to 18 years of age	.....	.....	6 17 6
From 18 to 19 years of age	.....	.....	7 13 6
From 19 to 20 years of age	.....	.....	8 18 0
From 20 to 21 years of age	.....	.....	10 5 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 dust-proof bags, shall be paid 13s. 7d. 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 19 0
From 18 to 19 years of age	.....	.....	6 9 6
From 19 to 20 years of age	.....	.....	7 3 9
From 20 to 21 years of age	.....	.....	7 18 9

Thereafter not less than £9 4s. 3d. 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 £9 4s. 3d. 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: Provided that, where wages are normally paid on Thursday, and a holiday falls on the Friday following wages for the current pay week shall be paid in full not later than Wednesday. Workers shall be supplied with written details showing how such wages are made up.

Overtime

5. (a) All time worked outside or in excess of the hours mentioned in clause 2 and subclause (a) of clause 11 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 10 p.m. and before 7 a.m. shall be paid for at double time rates.

(b) Work done on Saturday morning between the hours of 7 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.

(c) All overtime is to be calculated and paid for on a daily basis.

Holidays

6. (a) The following shall be the recognised holidays: New Year's Day, the day following that upon which New Year's Day is observed, 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) Where Anniversary Day is not generally observed an alternative day shall be arranged with the union at least one month prior to the holiday occurring.

(f) Any work done on Sunday or any of the above-mentioned holidays, or holidays observed in lieu thereof, shall be paid for at double time rates. In the case of weekly wage workers the said payment shall be in addition to the ordinary weekly wage.

(g) The provisions of the Annual Holidays Act 1944 shall apply to workers covered by the provisions of this award, but in the case of shift workers regularly required to work on shifts that fall outside of the hours between 6 a.m. and 6 p.m. the annual holiday period shall be three weeks.

(h) Upon completion of 10 or more years' continuous service with the same employer, workers shall be allowed an annual holiday of three weeks instead of the two weeks allowed under the Annual Holidays Act 1944. The third week's holiday may be allowed in conjunction with or separately from the first two weeks as the employer may decide. No worker shall be entitled to receive more than three weeks' holiday.

Meal Allowance and Rest Periods

7. (a) Employers shall allow meal-money at the rate of 5s. 6d. per meal to the workers when they are called upon to work overtime on any day for more than one hour after their normal time of ceasing work, or after 12 noon on Saturday or Sunday: Provided that such workers cannot reasonably get home to their meals and return within one hour. Such meal hour shall not exceed one hour in duration: Provided, further, that such payment shall be made to the workers each day before commencing overtime.

(b) A break of 10 minutes each morning and afternoon shall be allowed for morning and afternoon tea without deduction from wages: Provided that the afternoon break shall be allowed not later than one hour before the ordinary time of the factory closing.

(c) 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 and at morning and afternoon tea breaks.

Bonus System

8. Work may be done on a bonus system at rates that will secure to a worker of average ability at least 10 per cent more than the minimum rate provided in this award: Provided that if any workers employed under any system of payment by results, or the union, are dissatisfied with the rate fixed by the employer, they may refer the dispute to a committee as provided in clause 13 of this award. On the introduction of or alteration to any system of payment by results after the coming into operation of this award the employer shall give written notice to the secretary of the union within seven days.

Termination of Employment

9. (a) In the case of hourly workers one day's notice of the termination of employment shall be given on either side. Where the employment is terminated by either party without notice and without good cause, one day's wages shall be paid or forfeited in lieu of notice.

(b) In the case of weekly workers, one week's notice of the termination of employment shall be given by either party. This shall not prevent an employer from summarily dismissing a worker for misconduct.

Where the employment is terminated by either party without notice and without good cause, one week's wages shall be paid or forfeited in lieu of notice.

(c) In all cases wages shall be paid immediately on proper completion of the employment.

General Conditions

10. (a) Employers shall provide proper and sufficient facilities in each factory for the workers to wash their hands at lunchtime and knocking-off time.

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

(c) All tools shall be provided and kept in order by the employer.

(d) 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.

(e) Male workers while engaged in clearing and baling, sorting and/or cutting, feeding into flock-making machines or felt-making machines, or teasing machines unsterilised material that has been worn or used, or handling cow hair, sisal, or flax shall be paid 4s. 3d. per day extra.

(f) 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 whilst so employed.

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

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

(i) 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.

(j) No worker shall be required to handle any package exceeding 3 cwt without adequate assistance.

(k) On the written request of the secretary of the union an employer shall within one month from the date requested supply a list of the workers employed by him in any position or employment subject to this award, but not more often than once in three months.

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

Shifts

11.(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. 6d. a shift shall be paid in addition to ordinary rates of pay.

Time worked on any Saturday (not being overtime) shall be paid for at not less than one half as much again as the ordinary rate.

(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 three 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.

Protective Clothing

12. Employers shall supply overalls to workers who are substantially employed on work entailing the use of caustic soda, or liquid latex or in spraying liquid rubber.

Disputes

13. 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 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.

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 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.)

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.

Right of Entry

16. The secretary or other authorised representative 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.

Application of Award

17. 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

18. This award shall operate throughout the Wellington, Canterbury, and Otago and Southland Industrial Districts.

Term of Award

19. 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 working week in each establishment commencing on or after the 23rd day of November 1964, 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 August 1966.

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 20th day of July 1965.

[L.S.]

A. P. BLAIR, Judge.

MEMORANDUM

The only matter referred to and settled by the Court related to annual holidays (clause 6 (h)). The claim of the applicant association of workers was for an extra holiday of one week for any worker upon completion of 10 years' continuous employment with the same employer, which proposal would have the effect of

giving shift workers so qualified by service a total of four weeks' holiday. The employers' counter-proposal was for three weeks' holiday for workers with the 10 years' service, without any additional holiday for shift workers with that service. A majority of the Court has decided to adopt the latter proposal.

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 14 in the award in the form in which it was agreed upon in the Council of Conciliation.

Mr Grant is not in agreement and his dissenting opinion follows.

A. P. BLAIR, Judge.

DISSENTING OPINION OF MR GRANT

Indeed the shift worker could say with Paulus, "In the one hand he is carrying a stone, while he shows the bread in the other". For many years the shift worker in industry has been compensated for the nature and conditions of shift work by a shift allowance payment and for quite several years by being granted three weeks' annual holiday. It has been such compensatory factors which have been used to encourage shift workers to undertake such work. At long last the managements in this industry are following the lead of government, industry in general and the Court of Arbitration, by conceding to the loyal long service worker, other than the loyal long service shift worker, an additional one week of annual leave. Surely such a "reward" which is to be "enjoyed" for long service should be a just entitlement to all workers—day or shift? It can hardly be called an innovation when a now almost universally conceded entitlement should be extended to shift as well as day workers. Indeed, if this is not to be the case, although the shift worker does not lose any of his present entitlement, if after 10 years his entitlement is to be equated by that of the day worker then one of the main advantages in being a shift worker is gone and dissatisfaction must accrue.

Mr Taylor, on behalf of the employers, argued that "If four weeks' holiday were provided for shift workers in the Flock, Felt and Feather Award not only would it cause serious production difficulties in this industry, it would also create a most undesirable precedent in the other industry awards with which the respondent employers are concerned and even greater dislocation to factory organisation and loss of production in these undertakings. Many of these are export industries and cannot afford any loss of production output". Mr Taylor went on to discuss the "chronic labour shortage", the difficulty of maintaining "the staffing of factories at full strength" and the "costly provision for industry" in granting the third week for 10 or more years' continuous service.

I believe it safe to assume that in this industry the proportion of shift workers to day workers would be considerable and, as there was a variation in holiday periods under the award now being superseded, surely there was imbalance in productive processes then as there would be if the long service shift worker gained the same advantage as will now the long service day worker. To protect against further imbalance the additional week is flexible in time.

The fact of a "most undesirable precedent" being created "in other industry awards" is surely no argument against the morality of ensuring a fair and equitable treatment in conditions of work to all employees, certainly the more so when no proof was advanced of any deleterious effect being made to either the home market or the export market.