

**NORTHERN, WELLINGTON, AND CANTERBURY CARPET FACTORIES
EMPLOYEES—AWARD**

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

In the Court of Arbitration of New Zealand, Northern, Wellington, and Canterbury 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 Woollen Mills and Hosiery Factories Employees Industrial Association of Workers (hereinafter called “the union”) and the undermentioned union, firms, and companies (hereinafter called “the employers”):

New Zealand Carpet Manufacturers Industrial Union of Employers, 8–12 The Terrace, Wellington.
Bremworth Carpet Co. Ltd., Grayson Avenue, Papatoetoe.
Carpet Manufacturing Co. N.Z. Ltd., Athol Terrace, Upper Riccarton, Christchurch.
Felt and Textiles of New Zealand Ltd., Bell Road, Lower Hutt.
I.C. Steel (Carpets) Ltd., Neilson Street, Onehunga.
McKendrick Textile Mills Ltd., Onehunga.
Overseas Carpets (N.Z.) Ltd., Maces Road, Bromley, Christchurch.
Perry and Sons (Rug Factory), Peterborough Street, Christchurch.
Tattersfield Brinton Carpets Ltd., Richmond Avenue, Auckland.

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 30th day of April 1967 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 13th day of September 1965.

[L.S.]

A. P. BLAIR, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to the manufacture of all woven, tufted and felted (other than needle felt) materials produced from natural or man-made fibres or filaments, or mixtures of these, conducted at any carpet factory, rug factory, or wool felt factory (other than needle felt).

Hours of Work

2. (a) The ordinary hours of work shall be 40 per week, eight hours per day, to be worked from Monday to Friday, both days inclusive, between the hours of 8 a.m. and 5 p.m., with a meal interval of not less than 45 minutes between 11.30 a.m. and 1 p.m.: Provided that the meal period may be reduced to not less than 30 minutes by agreement between the employer, the union, and the workers concerned.

(b) Adult male workers employed in making the necessary preparations for the work of the factory may be required to commence work not earlier than 7 a.m.: Provided that the daily or weekly hours herein prescribed shall not be exceeded without payment of overtime rates for any such excess.

(c) Subject to the provisions of the Factories Act 1946, two or three shifts of eight hours each day may be worked on five days of the week, Monday to Friday, both days inclusive: Provided a shift that commences on Friday night may be continued up to 7 a.m. Saturday at ordinary shift rates of pay.

Unless otherwise arranged between the factory manager and the union, the recognised hour for starting work in each factory for shift workers shall be the hour when the majority of the particular shift commences.

(d) (i) No worker shall be employed for more than four and a quarter hours continuously without an interval of at least 45 minutes for a meal, provided that the meal period may be reduced to not less than 30 minutes by agreement between the employer, the union, and the workers concerned: Provided, further, that where shifts are worked outside the hours prescribed in subclause (a) of this clause, such shifts shall comprise eight hours' working time and a meal interval of half an hour, which meal interval shall be paid for at ordinary rates: Provided, also, that where three rotating shifts are worked, each shall be of eight hours which shall include a meal break of one half hour per shift which shall be paid for at ordinary rates. This last proviso shall not apply to workers regularly employed on day shift within the hours prescribed in subclause (a) hereof: In such cases the shift shall be eight hours exclusive of the meal break.

The said period of four and a quarter hours may be extended to not more than five hours in cases where the occupier allows a rest interval of not less than 10 minutes in every working period of not more than three hours.

(ii) Dyehouse, piece scouring and milling, wool scouring and wool carbonising (and other processes by agreement) shall be classed as continuous processes for which hours of work shall be between 7.30 a.m. and 5 p.m. with a meal interval of not less than 30 minutes between 11.30 a.m. and 1 p.m.

(e) Where regular shifts are worked they shall, wherever practicable, rotate.

(f) (i) Except as provided in the next two paragraphs, where workers are on shift work any part of which falls outside the normal hours prescribed in subclause (a) of this clause, they shall be paid 5s. per shift in addition to the ordinary rates of pay.

(ii) Workers employed on any shift commencing after 10 p.m. and finishing before 8 a.m. shall be paid 6s. 3d. for that shift in addition to the ordinary rates of pay.

(iii) Workers continuously employed on shifts that neither alternate nor rotate and where the major portion of each shift falls outside the normal hours prescribed in subclause (a) of this clause shall be paid 6s. 3d. per shift in addition to the ordinary rates of pay.

(g) Unless by arrangement with the union secretary, no shift work shall be done by any person under the age of 18 years: Provided that workers between 18 years and 21 years of age employed on night shift work shall be paid 8d. per hour extra to their ordinary rates together with the shift work allowance.

(h) No shift work shall be done in any department, irrespective of whether or not it is fully staffed, which is not working the full weekly hours as prescribed in subclause (a) of this clause.

(i) Where there is no member of the staff designated by the management as in charge of four or more workers, a leading hand shall be employed and shall be paid not less than 8s. per day or shift in addition to his award rates of pay.

(j) Hours of work on all shifts shall be displayed in those departments where shifts are worked or adjacent to the time clocks and any work performed outside of these hours shall be paid for at overtime rates.

Overtime

3. (a) All time worked in any one day outside or in excess of the hours prescribed in clause 2 hereof shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(b) Where a worker is required to work overtime after a meal break he or she shall be provided with a suitable meal free of charge by the employer, or alternatively shall be paid a meal allowance of 5s. 7d. For the purposes of this clause a suitable meal shall comprise freshly cooked meat, fresh vegetables and potatoes with bread and butter and tea or coffee.

(c) Any worker having worked overtime shall not be required to recommence work until after an interval of eight hours.

(d) Nothing herein contained as to hours of work, overtime, and holidays shall be deemed to apply to watchmen, provided they are not employed at other work about the factory.

Wages

4. The minimum rates of wages for the undermentioned classes of workers shall be as follows:

(a) <i>Adult Males in Carpet Factories:</i>		Less Than 12 Months' Continuous Service in the Industry Per Hour s. d.	After 12 Months' Continuous Service in the Industry Per Hour s. d.	After 5 Years' Continuous Service in the Industry Per Hour s. d.
(i)	Setting frame mechanics ..	7 11½	8 0¾	8 3½
	Head yarn storeman (as defined)			
	Tuners (as defined)			
	Charge hand spinners (as defined)			
	Charge hand carder (as defined)			
	Final inspector (as defined) ..			
	Senior weaver (as defined) ..			
	Weaving quality inspector (as defined) whilst so employed ..	7 7	7 8½	7 11¼
(ii)	Setters			
	Weavers			
	Leading hand in dyehouse (as defined)			
	Head blender	7 3¾	7 6	7 8
(iii)	Jute and cotton beamers ..			
	Wool beamers			
	Wool winders			
	Shearers			
	Steamers			
	Back sizing			
	Rollers and measurers ..			
	Carding machine operatives ..			
	Yarn storemen			
	Spinning operatives	7 1¾	7 4	7
	Creelers			
	Fetters			
	Menders			
	Tube and frame repairers ..			
(iv)	Other adult males			

Definitions—“Head yarn storeman” is a worker who is responsible and carries out the following duties to the satisfaction of the employer: The storing and recording of all carpet yarns and is responsible for the supervision of all work in the store.

“Tuner” is a worker who is in charge of the number of looms specified in the award and who maintains and carries out all adjustments and alterations in accordance with standard practice and who has authority to stop any loom from working when necessary to do so for adjustment or repair or to maintain the quality of the product.

“Charge hand spinner” is a worker who is in charge of the spinning operatives and who carries out the full duties to the satisfaction of the management. He must be competent to size the yarn accurately, to adjust and tune the machines, to make all mechanical adjustments and necessary changes, and to carry out these duties daily, if necessary, as his normal duties.

“Charge hand carder” is a worker who is in charge of the carding operations, and who is competent to size the roving accurately and who carries out the full duties to the satisfaction of the management.

“Final inspector” is a worker who is responsible for finally inspecting the product to ensure its compliance with factory standards to the satisfaction of the management.

“Senior weaver” is a worker who is designated as such by the employer because of his duties, ability, and experience.

“Weaving quality inspector” is a worker who is solely employed on inspecting the quality of weaving at the loom.

“Leading hand in dyehouse” is a worker who is capable of taking charge of the routine dyehouse operations and the dyehouse workers in the absence of the foreman and who carries out these duties to the satisfaction of the management.

	Less Than 12 Months' Continuous Service in the Industry Per Hour	After 12 Months' Continuous Service in the Industry Per Hour	After 5 Years' Continuous Service in the Industry Per Hour
(b) Adult Males in Feltex Factories:			
(i) Head blender	s. d.	s. d.	s. d.
Charge hand carder	7 7	7 8½	7 11¼
Flat hardener			
Tenterer			
Dry-dye mixer			
Head finisher			
(ii) Scourer and carboniser			
Blender			
Carding machine operatives			
Assistant hardener			
Felt milling and washing	7 3¼	7 6	7 8
Assistant tenterer			
Dyehouse worker			
Cropper			
Press hand			
Measurer and roller			
(iii) Other adult males	7 1¾	7 4	7 6
(c) In Rug Factories:			
Head chenille cutter (as defined)	7 3¾	7 6	7 8
Weaver (as defined)	5 2¼	..	..
Beamer (as defined)	5 2¼	..	..
Head winder (as defined)	5 2¼	..	..

Definitions—“Head chenille cutter” is a man who is in charge and performs any work necessary on the cutter. He has to sharpen and set all knives regularly and cut by power the chenille from the weft looms in readiness to be transferred to chenille looms.

“Weaver” is a female who works either chenille or weft loom. The chenille loom makes the actual floor rug while the weft weaves the wool for the first stage in manufacture of the rugs.

“Beamer” is a female who winds the warp threads from the warp on to the beams in readiness to be taken to the looms.

“Head winder” is a female in charge of winding of all yarn, selecting all colours for the weaving of same, and keeping a continuous supply to all looms.

(d) The wage in every case shall be an hourly one, and a worker shall be entitled to be paid only for the time actually worked.

(e) *Senior Females*—(i) Except where otherwise provided, the minimum wage for females who have served three years and upwards shall be 5s. 2½d. per hour.

(ii) Senior females employed in carpet factories in the following capacities shall, while so employed, be paid not less than 5s. 4d. per hour:

Setters.

Card stamper working from design paper with not less than 12 months' experience as such.

Fault classifiers responsible for assessing, classifying, and recording faults.

(iii) The minimum hourly rate for females employed in rug factories hand stitching in the making up of rugs where heavy leather or rubberised backing is used shall be not less than 5s. 7d. per hour.

(f) *Junior Males*—Junior males may be employed at not less than the following rates:

					Per Week	
					£	s. d.
Under 16 years of age	..	..	..	..	5	5 0
16 to 16½ years of age	..	..	..	..	5	16 0
16½ to 17 years of age	..	..	..	..	6	12 0
17 to 17½ years of age	..	..	..	..	7	7 0
17½ to 18 years of age	..	..	..	..	8	3 4
					Per Hour	
					s.	d.
18 to 19 years of age	..	..	..	..	5	0
19 to 20 years of age	..	..	..	..	5	6
20 to 21 years of age	..	..	..	..	6	4

(g) *Junior Females*—Subject to subclause (e) of this clause, the minimum weekly rates of wages for junior females shall be as follows:

Age Commencing			First Six Months	Second Six Months	Third Six Months	Fourth Six Months	Fifth Six Months	Sixth Six Months
			£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Under 16 years	..	..	4 15 0	5 6 0	6 2 6	6 18 0	7 15 0	8 10 0
Over 16 years	..	..	5 5 0	5 16 0	6 12 6	7 8 0	8 5 0	9 0 0

Thereafter, the rate for senior females: Provided that female workers over 21 years of age shall be paid not less than 4s. 7½d. per hour, such workers to qualify as senior females after 12 months' service as an adult worker.

Piecework

5. (a) In any department where piecework is worked the rate shall be so fixed that the average piecework earnings in that department shall not be less than 15 per cent above the appropriate time rate prescribed in this award.

(b) Any pieceworker who does not earn in any week the minimum time rate specified in this award shall have his or her wages made up to that amount.

(c) In the case of weavers, the length of the warp and price per cut shall be clearly stated when the work is put on the loom. Pick counters shall be installed and the price per 1,000 picks shall be clearly stated. Dockets shall be supplied to each pieceworker for the purpose of checking the quantities of work, and where clocks are not used workers shall be paid for the actual yardage woven.

(d) Except where otherwise provided pieceworkers, including weavers, required to wait, or if the machine is required to stand five minutes or longer, for any reason whatever, shall be paid for all time so waiting or standing at the rate prescribed in this award. In the case of a weaver on two looms where one loom is standing, such payment shall be at half the time rate prescribed in this award. Time sheets shall be supplied for the purpose of entering such waiting or standing time, and such waiting or standing time shall be entered by the worker concerned and initialled by the foreman, subject to the right of appeal by the worker in the event of the foreman refusing to sign.

(e) In the event of any change occurring in the conditions of working, by the introduction of new machinery or additional power, necessitating an alteration in any piecework rates, then such rates shall be settled and fixed in accordance with clause 21 of this award. The employer shall notify the union of all such changes.

(f) In addition to their earnings, pieceworkers on overtime shall be paid a sum equal to one half of their earnings in the first three hours of overtime on any day and a sum equal to their earnings in any overtime thereafter on that day.

(g) A copy of the piecework log shall be exhibited in a place in each department accessible to all pieceworkers.

(h) Pieceworkers shall be paid the same rate as time workers when employed at cleaning or doing work other than piecework, such cleaning and other work being not included in ordinary work. Such other work shall be entered by the worker concerned and initialled by the foreman, subject to the right of appeal in the event of the foreman refusing to sign.

(i) Where any pieceworker is teaching a beginner, such pieceworker shall be paid 6s. 6d. per day additional to the amount of earnings during the day or part thereof while so teaching, with a minimum payment of £1 12s. 6d., provided that both teacher and beginner remain available. Any individual pieceworker who teaches a beginner shall not have his piecework earnings penalised during tuition.

(j) When the wages of time workers are increased, pieceworkers' rates shall be increased to comply with subclause (a) of this clause.

Bonus Systems

6. No bonus system shall be introduced or altered in any factory under this award without negotiation between the employer, the workers directly concerned, and a representative of the workers' union. Should it become impossible to reach agreement, any of the above-mentioned parties may refer the question to the Conciliation Commissioner for the industrial district in which the factory is situated for decision. Any party dissatisfied with the decision of the Conciliation Commissioner may appeal to the Court of Arbitration upon giving written notice of such appeal to the other parties within 21 days after such decision shall have been communicated to the party desirous of appealing. Any individual bonus worker who teaches a beginner shall not have his bonus earnings penalised during tuition.

Foremen and Forewomen

7. Nothing in this award shall apply to foremen and forewomen. A foreman or a forewoman is a salaried person who is in charge of a department or departments and who, having due regard to the size of the factory, is not regularly and substantially employed on production. Not more than one foreman or forewoman may be classified as such in any one department.

Carpet Weavers

8. Carpet weavers, if not employed on piecework, shall be paid a time wage of not less than 10 per cent in excess of time rates provided herein. If employed on piecework, the piecework rate shall be calculated as under subclause (a) of clause 5 hereof. Nothing in this clause shall apply to the particular workers provided for in subclause (c) of clause 4. In the case of gripper axminster weaving where creelers are not employed, an allowance shall be paid.

Tuners

9. The number of tuners employed in a carpet factory shall be according to the number of carpet looms in use in such factory in proportion of one tuner to each 12 looms. When a tuner is called upon to tune more than 12 carpet looms he shall be paid for the extra looms at the rate of 5s. per loom per day, with a maximum of four additional looms.

Termination of Employment

10. In the case of hourly workers, 24 hours' notice, to include eight working hours, of the termination of the employment shall be given by either party. In the case of weekly workers, one week's notice, consisting of 40 working hours, shall be given by either party, but this shall not prevent the employer from summarily dismissing a worker for good cause. Where the employment is terminated by the worker without notice, or by the employer without notice or good cause, one day's wages in the case of hourly workers, and one week's wages in the case of weekly workers, shall be paid or forfeited in lieu of notice.

Deductions from Wages

11. No deduction shall be made from wages of any worker for whom a weekly wage is prescribed by this award other than for time lost through the sickness or default of the worker or through accident not arising out of and in the course of the employment.

Holidays

12. (a) The following shall be the recognised holidays: New Year's Day and the day following, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Anniversary Day (or a day to be mutually agreed upon in lieu thereof). Should any of the foregoing holidays, except Anzac Day, fall on a Saturday or Sunday, it shall be observed on the following Monday. When Christmas Day and New Year's Day fall on a Saturday or a Sunday, then Boxing Day and the day following New Year's Day shall be observed on the following Tuesday: Provided that when Anniversary Day falls on a Saturday a full day's pay may be given in lieu of transferring the holiday to another day.

(b) Payment for the said holidays shall be made at the same rate as for an ordinary working day when any of the said holidays fall on or are observed upon an ordinary working day - i.e., Monday to Friday, both days inclusive.

(c) The payment for the said holidays shall be made in accordance with the provisions of the Factories Act to all persons who have been employed in the factory at any time during the fortnight ending on the day on which the holiday occurs.

(d) Any work done on any Sunday or on any of the holidays mentioned in subclause (a) of this clause shall be paid at the rate of double time. In respect of holidays this shall be in addition to the payment prescribed in subclause (b) of this clause.

Annual Holidays

13. (a) Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944. Where it is customary for any employer to allow annual holidays to his workers or to any class of his workers during a period in each year when his premises are closed or the work of those workers is for any reason discontinued, and at the date of the commencement of any such period any such worker has not become entitled to an annual holiday, then, subject to any agreement under the proviso to subsection (2) of section 3 of the Annual Holidays Act 1944, that worker, notwithstanding the provisions of clause 10 hereof, shall not be entitled to any wages for the two weeks following that date but the employer shall before that day pay to him in addition to all other amounts due to him at that date, including amounts to which he is entitled in respect of special holidays, an amount equal to one twenty-fifth of his ordinary pay for the period of his employment up to that date, and for the purposes of the Annual Holidays Act 1944 the next year of his employment shall be deemed to commence on that date.

(b) Upon completion of 10 years' continuous employment with the same employer, a worker shall be granted in respect of each further year of employment with that employer an annual holiday of three weeks instead of two weeks allowed under the Annual Holidays Act 1944. The third week's holiday may be allowed either in conjunction with or separately from the first two weeks as the employer may decide.

(c) (i) Workers regularly employed on shift work of a class entitling them to be paid a shift allowance under subclause (f) of clause 2 of this award shall after 12 months' continuous service as such be granted three weeks' annual holiday on ordinary pay as defined in the Annual Holidays Act 1944.

(ii) Any worker who is employed for less than 12 months on shift work as defined in paragraph (i) hereof shall in addition to two weeks' annual holiday under the Annual Holidays Act 1944 be granted a further period of holiday representing the corresponding proportionate part of one week extra granted to regular shift workers under paragraph (i) hereof.

(iii) The third week's holiday or proportion thereof as the case may be may be allowed either in conjunction with or separately from the first two weeks as the employer may decide.

General

14. (a) The rate payable for the weaving of carpet sample ranges and drop-weaving in excess of normal operations shall be determined by mutual agreement between the employer, the union, and weaver concerned.

(b) In time of slackness or overtime, work shall, where practicable, be evenly divided between the workers in their own departments.

(c) An employer shall not require any worker to do any work whatsoever off the working premises, and no worker shall consent to do any such work.

(d) When overtime is worked in any department, the allotted number of machines per worker shall not be more than the number worked during the hours of from 8 a.m. to 5 p.m. except with an appropriate adjustment of wages.

(e) The employers shall, on written request, at intervals of not less than three months, supply to the secretary of the union in the district the names of all workers employed under this award, and also the names of such workers as have attained the age of 18 years at that time.

(f) *Tea Interval and Smoko*—An interval of 10 minutes (away from the machines) without deduction of pay shall be allowed twice during each working period of eight hours and once on Saturdays when more than three hours' overtime is worked, provided there is no complete cessation of work. Tea, milk, and sugar shall be supplied by the employer free of charge.

(g) Every worker who commences or reports for work at the required starting time shall be paid an ordinary day's pay if there is no work available, unless notice to this effect has been given on the previous day.

(h) All workers required to work between 6 p.m. and 7 a.m. or under artificial light shall be provided with suitable eye shades upon application to the employer.

Dressing, Dining, and Drying Rooms

15. (a) In all factories, dressing rooms shall be provided for both male and female workers in which sufficient locker accommodation is provided to hang the street clothing of all workers employed. There shall also be provided a room with suitable couch accommodation for rest in cases of temporary indisposition of male and female workers.

(b) Adequate clean and well ventilated dining rooms shall be provided with sufficient accommodation for all workers employed.

(c) Sufficient and proper ablution facilities shall be provided at which hot and cold water is available at any time. All wash-basins shall be kept in a state of cleanliness.

(d) In all factories reasonable facilities shall be provided for drying the clothing of workers in agreed wet places, which has become wet in the course of their work.

Special Provisions

16. (a) An employee who is appointed as a first aid man or woman and who holds a first aid certificate or its equivalent shall be paid 10s. 3d. per week extra.

(b) Workers regularly employed on fettling and/or handling emulsified wool at the feeding end of cards with six months' service or over under this award shall be provided with one pair of overalls (or trousers) and one pair of boots per annum: Provided that when overalls (or trousers) are worn or unserviceable, the same shall be replaced.

(c) One pair of boots per annum shall be provided for all full-time workers on the condensers.

(d) In addition to the provisions of subclause (b) of this clause the employers shall make available to their employees smocks or overalls on the following basis: An employee who purchases from the employer a smock or pair of overalls shall, within two months, be supplied with an additional smock or pair of overalls free of charge. This service shall be repeated on the surrender of used smocks or overalls, with a minimum period of 12 months.

(e) When a worker becomes seriously ill on the job the employer shall provide him with free transport to his home, or hospital, whichever is necessary.

(f) All tools necessary for all work in the factories under this award shall be provided free of charge to the employees and shall remain the property of the employer.

(g) All floors near or around machines shall be kept in as clean a condition and as free from oil or grease as possible.

(h) A reasonable temperature shall be maintained in each workroom.

(i) Where workers are employed in mixing latex solution for application to tufted carpet they shall be supplied with overalls, and suitable footwear as found necessary.

(j) No female shall be required to lift or carry any article or goods weighing over 35 lb.

(k) No employee shall clean or repair machinery whilst it is in motion.

(l) No worker shall be required to work on moving machinery when he is beyond calling distance or out of sight of some other person.

(m) Workers employed cleaning machines with kerosene, ammonia, or other detergents shall be supplied with gloves or barrier cream.

Pay Day

17. (a) Wages shall be paid weekly, not later than Thursday, and within working hours: Provided that where a holiday falls and is observed on a Thursday or Friday, pay day shall be not later than Wednesday of that week.

(b) Full details of earnings and deductions shall be supplied to each employee.

Higher Duties

18. Any worker called upon to perform any work for which a higher rate is prescribed than his or her usual rate of pay shall be paid such higher rate for the time he or she is so employed.

Wet Work, Dirty Work, and Dangerous Work

19. (a) Workers employed in the dyehouse, scouring department, or other agreed wet place shall be supplied with suitable waterproof boots and waterproof clothing, which shall remain the property of the employer and shall not be removed from the employer's premises.

(b) Workers cleaning out the wool-drying machine when the temperature of such machine is 90 degrees Fahrenheit or more shall be paid 8 $\frac{1}{2}$ d. per hour additional while so employed.

Factories Act

20. All the provisions of the Factories Act and its amendments relating to the employment of persons in factories and not herein specifically set forth shall be deemed to be incorporated in this award and shall be observed accordingly.

Disputes

21. 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 settled between the particular employer concerned and the secretary or accredited representative of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner for the district who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within 14 days after such decision shall have been communicated to the party desiring to appeal.

Right of Entry

22. The secretary or other authorised officer of the union of workers shall be permitted on request to the employer to enter at all reasonable times upon the premises and/or works of any employer bound by this award and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Unqualified Preference

23. (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

24. (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

25. 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

26. This award shall operate throughout the Northern, Wellington, and Canterbury Industrial Districts.

Term of Award

27. 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 3rd day of May 1965, 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 30th day of April 1967.

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 13th day of September 1965.

[L.S.]

A. P. BLAIR, Judge.

MEMORANDUM

The matters referred to and settled by the Court related to shift work provisions (clause 2 (d) (i) and (f)), wages (clause 4 (a), (b), (c), and (e) (iii)), definition of tuner (clause 4 (a)), piecework (clause 5 (a)), carpet weavers (clause 8), claim for travelling time, and term of award, including the operative date of wage provisions.

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

A. P. BLAIR, Judge.

COMMENT BY MR GRANT

I am of the opinion there should be an upward alteration in what could be called the protective 15 per cent basis mentioned in clause 5 (a) of this award. However, I think any such alteration should be arrived at by agreement of the parties rather than be introduced by the Court.

A piecework system, or any other bonus or incentive scheme, is introduced primarily to increase production and to encourage the workers to work at an ever faster tempo. Therefore, and particularly when the labour power of the workers is being sold and bought on a rising labour market, I believe that the ruling rate of wages, and not the award rate, should be the basis from which the piece rate is set.

As an illustration: If the award rate in an industry is £14 weekly and a piecework rate is set so that the worker, working at incentive rate (which, incidentally, is usually expected to increase production by 25 per cent), is enabled to earn an additional £4 his return is £18 weekly. However if the market rate for labour power is £16 weekly and this is the rate which the "day" or "non-incentive" worker can obtain then the pieceworker, or incentive worker, is gaining £2 and not £4 for his working at the faster tempo.

That being so I consider that the workers' organisations, in this case and in others, should insist that their incentive, bonus, or piecework rates be based upon the ruling or competitive rates for labour rather than the minimum award rates.