

IMPERIAL CHEMICAL INDUSTRIES (NEW ZEALAND), LTD.,
METAL SLIDE FASTENER FACTORY EMPLOYEES.—
INDUSTRIAL AGREEMENT

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement, made on the 18th day of November, 1946, between Imperial Chemical Industries (New Zealand), Ltd., and the New Zealand Engineering, Coachbuilding, Aircraft, and Related Trades' Industrial Union of Workers

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration

Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided further that no such industrial agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the industrial agreement made on the 18th day of November, 1946, between Imperial Chemical Industries (New Zealand), Ltd., of the one part, and the New Zealand Engineering, Coachbuilding, Aircraft, and Related Trades' Industrial Union of Workers, of the other part: Now, therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said industrial agreement for the purposes of the said regulations.

Dated this 22nd day of November, 1946.

[L.S.]

A. TYNDALL, Judge.

IMPERIAL CHEMICAL INDUSTRIES (NEW ZEALAND), LTD., METAL SLIDE FASTENER FACTORY EMPLOYEES' INDUSTRIAL AGREEMENT

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 18th day of November, 1946, between Imperial Chemical Industries (New Zealand), Ltd., Kelvin Chambers, 16 The Terrace, Wellington C.1 (hereinafter referred to as "the employer"), of the one part, and the New Zealand Engineering, Coachbuilding, Aircraft, and Related Trades' 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

Scope of Agreement

1. This agreement shall apply to the workers employed by the Imperial Chemical Industries (New Zealand), Ltd., Metal Slide Fastener Section, Vivian Street, Wellington, engaged in the manufacture of slide fasteners.

Hours of Work

2. (a) Forty hours shall constitute an ordinary week's work, of which not more than eight hours may be worked on each day from Monday to Friday inclusive, and between the

hours of 7.30 a.m. and 5 p.m. The time of starting and ceasing work between these hours shall be mutually arranged, with a break of not more than one hour for lunch.

(b) No worker shall be required to work more than four and a quarter hours continuously without an interval of at least three-quarters of an hour for a meal.

Shifts

3. Shifts may be worked as required by the employer between 7 a.m. Monday and midnight Friday. Eight hours daily shall constitute an ordinary shift. Workers employed on less than four shifts in a week shall be paid at overtime rates for hours worked outside those prescribed in clause 2 hereof. Any worker required to work four or more consecutive shifts shall be paid 3s. per shift extra.

Overtime

4. (a) All time worked 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. All time worked by shift-workers outside their ordinary shift shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(b) Unless by agreement with union, no junior shall be required to work overtime more than three nights per week, and no worker shall be permitted to work overtime or on shift unless another adult person is present in the factory.

Holidays

5. (a) The following shall be the recognized holidays: New Year's Day and the day following, Good Friday, Easter Monday, Anzac Day, King's Birthday, Labour Day, Christmas Day, Boxing Day, and Anniversary Day. When any of the holidays mentioned in this clause (except Anzac Day) fall on a Sunday, such holiday shall be observed on the following Monday.

(b) All workers who have been employed in the factory any time during the fortnight ending on the day on which any of the above-mentioned holidays occur shall be paid therefor.

(c) No payment over and above the ordinary week's wages shall be made to any worker for a holiday which falls on what is not ordinarily a working-day, except for work actually performed on such day.

(d) Any worker employed on any of the aforesaid holidays or on a Sunday shall be paid double time rates therefor, such wage to be in addition to the ordinary weekly wage.

(e) Notice of closing down for Christmas holidays shall be posted in a conspicuous place for at least seven days before the holidays.

Annual Holidays

6. The provisions of the Annual Holidays Act, 1944, shall apply to all workers covered by this award.

	<i>Wages</i>	<i>Per Hour.</i>		
		s.	d.	
7. (a) Tradesmen fitter, turners	3	11½	
Tool-setters	3	0½	
All other adult male workers	2	11	

(b) Youths may be employed at not less than the following rates of wages weekly:—

	£	s.	d.
Up to 17½ years of age	2	7	6
17½ years to 18 years of age	2	12	6
18 years to 18½ years of age	2	17	6
18½ years to 19 years of age	3	2	6
19 years to 19½ years of age	3	10	0
19½ years to 20 years of age	4	0	0

Thereafter the adult rate herein prescribed for the work he is called upon to perform.

(c) Female workers may be employed at not less than the following rates of wages weekly:—

	£	s.	d.
Up to 17 years of age	2	0	0
17 to 17½ years of age	2	5	0
17½ to 18 years of age	2	10	0
18 to 18½ years of age	2	15	0
18½ to 21 years of age	3	2	6
Thereafter	3	5	0

Special Payments

8. (a) Men in charge of four or more workers shall be paid 10s. per week extra.

(b) Females employed on final inspection shall receive 16s. per week extra.

(c) Females packaging and counting fasteners shall receive 12s. per week extra.

(d) Females engaged on fastener or slides salvage shall receive 8s. per week extra.

(e) Females in charge of four or more workers shall be paid 7s. 6d. per week extra.

(f) The employer shall allow meal-money at the rate of 2s. per meal when workers are called upon to work overtime. (The meal-money payment provided in this subclause shall not be subject to bonuses referred to in next subclause.)

(g) The two general orders made under the Rates of Wages Emergency Regulations 1940 and dated 9th August, 1940, and 31st March, 1942, respectively, shall be deemed to be incorporated in this agreement, and shall have effect according to their tenor.

Deductions from Wages

9. The employer shall not be entitled to make deductions from the weekly wages of workers except for time lost through sickness, accident, or default.

10. Work may be done by piece-work or on the premium bonus system, but in either case at such rates that shall secure to a competent worker at least 10 per cent. more than the minimum rate provided in this agreement: Provided that if any workers employed under any system of payment by results are dissatisfied with the rate fixed by the employer they may refer the dispute to a committee as provided in clause 15 of this agreement. On the introduction of any system of payments by results after the coming into operation of this agreement the employer shall give written notice to the secretary of the union within seven days.

General Provisions

11. (a) It shall be the duty of the employer to provide lockers or other suitable accommodation wherein employees may keep their clothes, good ventilation, and proper sanitary arrangements, also a sufficient supply of boiling water at meal times and for washing at knocking off times.

(b) An employer shall provide reasonable facilities for supplying warmth for employees in the factory in cold weather.

(c) In the cases where artificial light is required, electric light shall be provided.

(d) Gloves shall be provided by the employer wherever necessary.

(e) In places where the workers stand at machines or places where there is a concrete floor, "duck-boards" or "matting" or other suitable floor covering shall be provided.

(f) There shall be suitable emergency exits and suitable emergency fire-fighting appliances easily accessible to the employees.

(g) In cases where a worker is obliged to work in dust or in fumes, goggles and respirators shall be provided.

(h) The employer shall provide all tools required.

(i) There shall be a lunch-room for male and female employees, which shall be provided with tables and seating accommodation.

(j) A rest period of ten minutes shall be allowed and paid for during every morning and afternoon for all workers.

(k) Female workers shall not be employed on night shift.

(l) Overalls and/or caps shall be provided for female and male workers where the union and the employer agree they are necessary.

(m) Work seats shall be supplied for female workers where it is possible to use them.

Payment of Wages

12. (a) All wages shall be paid weekly not later than Thursday, and within the employer's time.

(b) When a worker is dismissed, wages shall be paid before leaving the employment.

(c) When a worker leaves of his or her own accord, wages shall, on application, be paid immediately.

First-aid Outfit

13. First-aid outfit, in accordance with the requirements of the Inspector of Factories, shall be kept in the factory and be accessible in case of accidents, and shall be open to inspection by union officials.

Access to Workshop

14. The secretary or other authorized officer of the union 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.

Disputes

15. The essence of this agreement being that the work of the employer 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 which is not covered by this agreement shall arise between the parties bound by this agreement, then every such dispute or difference shall be referred to a committee to be composed of two representatives of each side. If agreement cannot be reached, an independent chairman shall be mutually agreed upon, but in the event of

agreement on the appointment of the chairman not being reached, the chairman shall be appointed by the Conciliation Commissioner. 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 fourteen days after such decision has been made known to the party desirous of appealing.

Workers to be Members of Union

16. (a) Subject to the provisions of subsection (5) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, it shall not be lawful for any employer bound by this agreement to employ or continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union, commits a breach of this agreement and shall be liable accordingly.

(NOTE.—Mention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Scope of Agreement

17. This agreement shall apply to the parties named herein.

Term of Agreement

18. This agreement, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of June, 1946, and so far as all other conditions of this agreement are concerned it shall come into force on the day of the date hereof; and this agreement shall continue in force until the 31st day of October, 1947.

Signed on behalf of Imperial Chemical Industries (New Zealand), Ltd.—

[L.S.]

F. H. BASS, Director.
W. D. MURIE, Secretary.

Signed on behalf of New Zealand Engineering, Coach-building, Aircraft, and Related Trades' Industrial Union of Workers—

[L.S.]

J. NEALE, National Secretary.
