

FUR DRESSERS AND DYERS (N.Z.) LTD., DUNEDIN, EMPLOYEES—
INDUSTRIAL AGREEMENT

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

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act 1954 this 21st day of June 1960 between the Dunedin Fur Trade Employees Industrial Union of Workers (hereinafter referred to as the union) and Fur Dressers and Dyers (N.Z.) Ltd., 353 North Road, Dunedin (hereinafter referred to as the employer) whereby it is mutually agreed by and between the said parties hereto as follows:

SCHEDULE

Hours of Work

1. Forty hours shall constitute a week's work to be worked on five days of the week between the hours of 8 a.m. and 5 p.m. from Monday to Friday, both days inclusive. Eight hours shall constitute a day's work.

Shift Work

2. (a) Shifts may be worked as required by the employer, eight hours shall constitute a full shift.

(b) A worker required to work for less than three consecutive shifts shall not be deemed to be a shift worker, but shall be paid for such work at overtime rates: providing that a worker taking another worker's shift shall be deemed to be a shift worker.

(c) Shift workers shall not be required to work the same shift in consecutive weeks.

(d) Shift workers shall receive, in addition to the wages herein prescribed the sum of 4s. 6d. per shift extra.

Wages

3. The following shall be the minimum rate of wages:

(a) Junior males—

	Per Week
	£ s. d.
First six months of service	3 14 0
Second six months of service	4 2 6
Third six months of service	4 19 6
Fourth six months of service	5 15 6
Fifth six months of service	6 5 3
Sixth six months of service	7 2 0
Fourth year	8 10 6

Provided that workers commencing over 16 years of age shall receive 7s. 6d. in advance of the above rates—over 17 years of age 10s. in advance of the above rates and over 18 12s. 6d. in advance of the above rates. Thereafter at adult male rates.

(b) The number of youths employed shall not exceed one youth to each three or fraction of three adult workers.

Adult Males

4. (a) All adult males commencing without previous experience:	Per Hour
	s. d.
For the first 12 months	5 9
For the second 12 months	5 11
Thereafter and all other adult males	6s. 2d. per hour.

(b) A worker who has been specially directed by the employer to take charge of any department and has at least two other workers under his control, shall be paid 3d. per hour extra.

		<i>Females</i>	Per Week		
			£	s.	d.
5. (a)	First six months of service	.....	3	6	3
	Second six months of service	.....	3	13	9
	Third six months of service	.....	4	1	6
	Fourth six months of service	.....	4	11	0
	Fifth six months of service	.....	5	1	3
	Sixth six months of service	.....	5	10	3
	For the fourth year	.....	6	16	3
	Thereafter	.....	7	17	6

Provided that workers commencing over the age of 16 years shall receive 10s. per week in advance of the above rates; But this proviso shall not operate so as to increase the rate of £6 16s. 3d. Provided further that any woman commencing over 21 years of age without previous experience shall receive £6 16s. 3d. per week for the first 12 months.

(b) A worker who has been specially directed by the employer to take charge of any department and has at least two other workers under her control, shall be paid 3d. per hour extra.

Overtime

6. (a) All time worked in excess of eight hours in any one day or shift or in the case of day workers, before 8 a.m. or after 5 p.m. shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first three hours and double time rates thereafter. Provided that the first four hours worked up to noon on Saturdays shall be paid for at the rate of time and a half.

(b) Notice of intention to work overtime after 6 p.m. shall be given by the employer not later than on the previous working day or where such notice is not given, the employer shall pay each worker required to work overtime the sum of 5s. meal money, which shall be paid to the worker not later than the ordinary closing time of the factory on the day upon which the overtime is to be worked.

(c) Unless otherwise mutually agreed an interval of one hour shall occur between the ordinary time for ceasing work and the commencement of overtime, except that in the case of any job requiring not more than one hour to complete, the work shall proceed without a break.

(d) In the case of notice of intention to work overtime after 6 p.m. being cancelled on the day on which overtime was to be worked, the workers given such notice shall receive the sum of 5s. in addition to wages due for that day.

Holidays

7. (a) The following shall be observed as holidays and shall be paid for at the same rate as ordinary working days—Christmas Day, Boxing Day, New Year's Day, and the day following, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day and Anniversary Day or a day in lieu thereof.

(b) Should any of the abovementioned holidays with the exception of Anzac Day fall on a Saturday or Sunday then for the purpose of this agreement such holidays shall be observed on the following Monday or Tuesday.

(c) Double rates shall be paid for any work performed on Saturday afternoons, Sunday or any of the abovementioned holidays.

(d) Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944.

Payment of Wages

8. (a) Wages shall be paid weekly and in the employer's time on Tuesday of each week.

(b) The employer shall not retain more than one day's pay at each wages payment.

Termination of Employment

9. (a) Except in the cases of workers on weekly wages, 24 hours' notice of the termination of employment shall be given by the employer to the worker or by the worker to the employer, as the case may be; but this shall not affect the right of the employer to dismiss a worker without notice for wilful misconduct.

(b) Any worker leaving or being discharged shall be paid all wages due to him or her immediately upon the termination of employment.

(c) Upon the termination of employment the employer shall, if requested to do so, provide the worker with a statement setting out the duration of the said worker's service.

Deduction From Wages

10. In the case of workers on weekly wages the employment shall be deemed to be a weekly one and no deduction shall be made save for time lost through the worker's sickness or default or through any cause over which the employer has no control.

General Provisions

11. (a) All workers employed on wet work in the tanning and dyeing departments shall be provided with gum boots and rubber aprons and workers employed in the greasing department shall be provided with canvas or other suitable aprons. Male workers shall be provided with two suits of overalls per annum and such overalls shall remain the property of the employer.

(b) All female workers shall be provided with smocks—such smocks shall remain the property of the employer. Female oilers shall be supplied with one pair of suitable footwear annually.

(c) Workers employed cleaning settling boxes and tanks shall be paid 6d. per hour extra while so employed.

(d) A 10-minute rest period shall be allowed to all workers in the morning and afternoon.

(e) No worker in receipt of a higher rate of pay shall have his or her wages reduced because of the coming into force of this agreement.

Bonus Claim

12. In all cases where a bonus is paid the basis on which the bonus is calculated shall be negotiated between representatives elected by the workers directly concerned in the factory and the employer.

Matters Not Provided For

13. Any disputes in connection with any matter not provided for in this agreement shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner, 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 desirous of appealing.

Right of Entry

14. The secretary or other authorised officer of the union of workers shall with the consent of the employer (which consent shall not be unreasonably withheld) be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Workers to be Members of Union

15. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, it shall not be lawful for any employer bound by this agreement to employ or to 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 purpose of subclause (a) of this clause a person of the age of 18 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 agreement for workers of the age of 21 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—Attention is drawn to section 174 (3) of the Industrial Conciliation and Arbitration Act 1954, which gives to workers the right to join the union.)

Under-rate Workers

16. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement may be paid such lower wage as may from time to time be fixed on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose, and such inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months as such inspector or other person shall determine, and after the expiration of such period shall continue in force until 14 days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in 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 the employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

First-aid Outfit

17. First-aid outfits, suitably equipped, shall be kept in convenient places, and a suitable person appointed in charge.

Scope of Agreement

18. This agreement shall apply only to the parties named herein

Term of Agreement

19. This agreement shall come into force on the 21st day of June 1960 and shall continue in force until the 31st day of December 1961.

In witness whereof the parties hereto have executed these presents the day and year first before written—

J. E. TOSH,

Director, Fur Dressers and Dyers (N.Z.) Ltd.

[L.S.]

I. R. POWELL,

Authorised Agent, Dunedin Fur Trade Employees
Industrial Union of Workers.
