

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

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

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954 and its amendments, this 26th day of July 1960 between the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers, (hereinafter referred to as "the union") of the one part, and Imperial Chemical Industries (New Zealand) Ltd. (hereinafter referred to as "the employer"), of the other part, whereby it is mutually agreed by and between the said parties hereto as follows, that is to say:

1. That the terms, conditions, stipulations, and provisions contained and set out in the Schedule hereto shall be binding upon the said parties, and they shall be deemed to be and are hereby incorporated in and 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 respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

SCHEDULE

Scope of Agreement

1. This agreement shall apply to the workers employed by the Imperial Chemical Industries (New Zealand) Ltd., Slide Fastener Factory, 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 one quarter hours continuously without an interval of at least one half an hour for a meal, provided that the said period of four and one quarter hours may be extended to not more than five hours in cases where the employer allows a rest interval of not less than 10 minutes in every working period of not more than three hours.

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. 6d. 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.

Overtime shall be calculated on a daily basis.

(b) Unless by agreement with the 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.

(c) Wherever practicable, notice to work overtime shall be given to workers on the previous day.

Holidays

5. (a) The following shall be the recognised holidays: New Year's Day, and the day following, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, and Anniversary Day. The provisions of the Public Holidays Act 1955, which deal with the observance of and the payment for holidays which fall on Saturdays and Sundays, shall apply to the holidays specified in this agreement.

(b) A worker employed at any time during the fortnight ending on the day of any holidays mentioned in subclause (a) shall be entitled to payment for the holiday, an amount equal to one tenth of his wages for an ordinary working day multiplied by the number of ordinary working days upon which he was employed during the fortnight by that employer.

Where on any working day during the aforementioned fortnight a worker has not otherwise been in employment in which he is entitled to payment for the holiday, the employer who last employed him in a factory during the fortnight shall be liable to pay him in respect of each day on which he was not otherwise employed as aforesaid, an amount equal to one tenth of his wages for an ordinary day.

For the purpose of this subclause a certificate in writing by any person that he has not for any period during the said fortnight been employed on an ordinary working day in any employment for which he is entitled to payment for any of the holidays mentioned in subclause (a) shall be prima facie evidence of the fact. No worker shall be entitled to receive payment for more than the equivalent of one day's wages for any such holiday.

(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 annual 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 agreement.

Wages

7. (a) *Adults:*

				Per Hour	
				s.	d.
Toolmakers	.....	.....	.....	7	6½
Tradesmen fitters and turners	.....	.....	.....	7	4
Toolsetters	.....	.....	.....	7	0
All other adult male workers	.....	.....	.....	6	0
Adult female workers	.....	.....	.....	£8	6 8 per week.

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

				£.	s.	d.
Up to 17½ years of age	.....	.....	.....	5	1	8
17½ to 18 years of age	.....	.....	.....	5	13	4
18 to 18½ years of age	.....	.....	.....	6	3	4
18½ to 19 years of age	.....	.....	.....	6	14	2
19 to 19½ years of age	.....	.....	.....	7	13	4
19½ to 20 years of age	.....	.....	.....	8	13	4

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	.....	.....	.....	4	8	4
17 to 17½ years of age	.....	.....	.....	4	19	2
17½ to 18 years of age	.....	.....	.....	5	8	4
18 to 18½ years of age	.....	.....	.....	6	1	8
18½ to 21 years of age	.....	.....	.....	6	18	4
Thereafter	.....	.....	.....	8	6	8

Special Payments

8. (a) Men in charge of four or more workers shall be paid 12s. 8d. per week extra.

(b) Females in charge of four or more workers shall be paid 9s. 9d. per week extra.

(c) Workers required to work overtime one hour or more after the normal time of ceasing work, or required to continue working after noon on Saturday or Sunday, shall either be provided with a suitable meal by the employer or paid an allowance of 5s. meal money.

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, default, or absence without consent of employer.

Piecework

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 16 of this agreement. On the introduction of any system of payment 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; proper sanitary arrangements; also a sufficient supply of boiling water at meal times and for washing at knocking off times.

(b) The 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 10 minutes shall be allowed and paid for during every four hour working period.

(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.

(n) Male workers shall be allowed three minutes for washing at the end of each day.

Terms of Employment

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

(b) Except in the case of hourly workers, one week's notice of the termination of employment shall be given by either party. This shall not prevent the employer from summarily dismissing a worker for misconduct and/or gross negligence. Where the employment is terminated by either party, without notice and without good cause, one week's wage shall be paid or forfeited in lieu of notice.

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

Part Time Workers

13. (a) When the employer does not regularly require the services of a worker for the full period of 40 hours per week, he shall pay such worker *pro rata* the appropriate rate of wage plus 10 per cent of such rate.

(b) Where a worker is unable to accept full time employment, the employer shall pay *pro rata*, the appropriate rate of wage.

(c) These provisions shall not be used for the purposes of reducing the hours of work or the earnings of any worker.

First-aid Outfit

14. 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 Workshops

15. The secretary or other authorised representative 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

16. 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 14 days after such decision has been made known to the party desirous of appealing.

Workers to be Members of Union

17. (a) Subject to the provisions of subsection (5) of section 174 and 175 of the Industrial Conciliation and Arbitration Amendment 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 purposes 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 subsection 3 of section 174 of the Industrial Conciliation and Arbitration Amendment Act 1954, which gives to workers the right to join the union.)

Requirements of the Economic Stabilisation Regulations

18. No worker bound by this agreement shall in any week be paid a lesser amount by his employer than the worker would have been entitled to be paid under this agreement if it had specifically applied the general order of the Court dated 18 September 1959, otherwise than by incorporation pursuant to the pronouncement of the Court dated 19 September 1959.

Term of Agreement

19. This agreement, 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 4th day of April 1960, and so far as all other provisions of the 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 March 1962.

The common seal of Imperial Chemical Industries (New Zealand) Ltd. was hereunto affixed by authority of the directors and in the presence of:

[L.S.]

H. MALYCON, Director.
P. A. E. HAMPTON, Secretary.

Signed for and on behalf of the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers:

[L.S.]

J. NEALE, National Secretary.
