

SLIDEFAST (NEW ZEALAND) LTD. FACTORY EMPLOYEES—INDUSTRIAL AGREEMENT

*[Filed in the Office of the Clerk of Awards, Auckland]*

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954 and its amendments, this 16th day of June 1965 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 Slidefast (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.

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SCHEDULE

*Scope of Agreement*

1. This agreement shall apply to the workers employed by Slidefast (New Zealand) Ltd., Mountain Road, Auckland, E.2. and Optilon (New Zealand) Ltd., Mountain Road, Auckland, E.2., 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 workers required to work four or more consecutive shifts shall be paid 5s. 4d. per shift extra.

### *Overtime*

4. (a) All time worked in excess of the hours prescribed in clause 2 hereof or outside the ordinary workshop hours 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 a 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.

(d) No overtime shall be requested or permitted on Friday nights or union meeting nights, except by agreement between the union and the employer; such agreement not to be unreasonably withheld.

### *Holidays*

5. (a) The following holidays shall be 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 or 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, and 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 rate therefor, such wages 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 one month before the holidays.

#### *Annual Holidays*

6. The provisions of the Annual Holidays Act 1944, shall apply to all workers covered by this agreement. Provided that workers coming within the scope of this agreement shall be granted three weeks annual holidays after the completion of 10 years of service with the employer.

#### *Wages*

7. (a) Adults—	Per Hour
	s. d.
Toolmakers .....	8 11
Toolmakers with trade certificate .....	9 1
Fitters and turners .....	8 6½
Fitters and turners with trade certificate .....	8 8½
Fitters and turners with advanced trade certificate .....	9 1
Toolsetters .....	7 11½
All other adult male workers .....	6 9
Adult female workers (per week) .....	£ s. d. 9 16 8

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

	£ s. d.
Up to 17½ years of age .....	6 3 4
17½ to 18 years of age .....	6 15 10
18 to 18½ years of age .....	7 5 10
18½ to 19 years of age .....	7 16 8
19 to 19½ years of age .....	8 16 8
19½ to 20 years of age .....	9 16 8

Thereafter the adult rate herein prescribed for the work they are called upon to perform.

#### *Special Payments*

8. (a) Workers in charge of four or more other workers shall be paid 15s. per week extra.

(b) When a worker is required to work more than nine hours, he shall be provided with a suitable meal at the end of the first nine hours and at the end of each subsequent four hours of work, provided that work continues thereafter, and provided further, that where a worker is required to work for more than four and a half hours on a Saturday, Sunday or an award holiday, he shall be provided with a suitable meal at the end of the first four and a half hours. If not provided with a meal on any occasion, the worker shall be entitled to a meal allowance of 5s. 7d.

### *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 seven days prior to the coming into operation of such a system.

### *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 and laundered at the employer's expense 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) All 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. When a holiday falls on Friday, wages shall be paid not later than the preceding Wednesday.

(b) In the case of workers for whom a weekly wage is prescribed, one week's notice of termination of employment shall be given by either party.

(c) When a worker is dismissed, wages shall be paid before leaving the employment. Provided, that if a worker waits outside of working hours to be paid, all waiting time shall be paid for at the appropriate rate.

#### *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 ruling rate of wage pay rates.

(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 – Unqualified Preference*

17. (a) Any adult person engaged or employed in any position or employment subject to this industrial agreement by any employer bound by this industrial agreement shall, if he is not already a member of a union of workers bound by this industrial agreement, 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 agreement so long as he continues in any position or employment subject to this industrial agreement.

(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 industrial agreement.

(d) Every employer bound by this industrial agreement commits a breach of this industrial agreement if he continues to employ any worker to whom sub-clauses (a) and (b) apply, after having been notified by an 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 purpose 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 industrial agreement.

(NOTE—Attention is drawn to section 174H of the Industrial Conciliation and Arbitration Amendment Act 1954, which gives to workers the right to join the union.)

#### *Notification*

18. Any employer who is requested in writing by the secretary of the union so to do, shall, within one month after the receipt of such request, supply to the union a list of all workers coming within the scope of this agreement then in his employ; but such request shall not be made to the employer at intervals shorter than six months.

#### *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 9th day of June 1965 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 30th day of September 1966.

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

[L.S.]

DAVID COOK, Director.  
AVON COOK, Director.

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

J. J. CRUMMEY, Secretary.  
R. H. EWINGTON, Organiser.