

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 16th day of July 1965, between the Otago and Southland Clothing and Related Trades 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 5s. 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	.....	.....	.....	4	12	6
Second six months of service	.....	.....	.....	5	2	0
Third six months of service	.....	.....	.....	6	0	0
Fourth six months of service	.....	.....	.....	6	17	6
Fifth six months of service	.....	.....	.....	7	8	0
Sixth six months of service	.....	.....	.....	8	6	8
Fourth year	.....	.....	.....	9	17	6

Provided that workers commencing over 16 years of age shall receive 8s. in advance of the above rates—over 17 years of age 10s. 9d. in advance of the above rates and over 18 years of age 13s. 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 Week		
				£	s.	d.
For the first 12 months	.....	.....	.....	13	5	6
For the second 12 months	.....	.....	.....	13	12	6
Thereafter and all other adult males	.....	.....	.....	14	9	2

(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 14s. per week extra.

				Per Week		
<i>Females</i>				£	s.	d.
5. (a)	First six months of service	.....	.....	4	4	0
	Second six months of service	.....	.....	4	12	6
	Third six months of service	.....	.....	5	1	0
	Fourth six months of service	.....	.....	5	11	0
	Fifth six months of service	.....	.....	6	2	3
	Sixth six months of service	.....	.....	6	12	3
	For the fourth year	.....	.....	8	0	6
	Thereafter	.....	.....	9	10	0

Provided that workers commencing over the age 16 years shall receive 10s. 9d. per week in advance of the above rates; Provided that any woman commencing over 21 years of age without previous experience shall receive £8 0s. 6d. per week for the first 12 months.

(b) A worker who has been specially directed by the employer to take charge of any department shall be paid 14s. per week extra.

Part-time Workers

6. A worker whose engagement is for less than 40 hours per week shall be paid the *pro rata* rate calculated on the ordinary weekly wage.

Overtime

7. (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. 6d. 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. 6d. in addition to wages due for that date.

Holidays

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

(ii) Where it is customary for the 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 of subsection (2) of section 3 of the Annual Holidays Act 1944, that worker, notwithstanding any other provisions of this industrial agreement, shall not be entitled to any wages for the two weeks following that date but the employer shall before that date 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 the next year of his employment shall be deemed to commence on that date.

Payment of Wages

9. (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

10. (a) One week's 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 effect 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

11. The employer shall be entitled to make a retable deduction from the wages of any worker for any time lost by him or her through sickness, accident or default.

General Provisions

12. (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

13. 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

14. 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

15. 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 far as to interfere unreasonably with the employer's business.

Unqualified Preference

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

(d) Every employer bound by this agreement commits a breach of this agreement 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 and 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 agreement.

(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

17. (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

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

Scope of Agreement

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

Term of Agreement

20. This agreement shall come into force on the 20th day of July 1965, and shall continue in force until the 31st day of January 1967.

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.

I. R. POWELL,
Authorised Agent, Otago and Southland Clothing
and Related Trades Industrial Union of Workers.

[L.S.]