

**FIBREMAKERS (N.Z.) LIMITED 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, this 17th day of February 1965, between the Auckland District Woollen Mills, Knitting Mills and Hosiery Factories Employees' Industrial Union of Workers (hereinafter called "the union") of the one part, and Fibremakers (N.Z.) Ltd. (hereinafter called "the employer") of the other part, whereby it is mutually agreed by and between the parties hereto as follows:

1. That the terms, conditions, stipulations, and provisions contained and set out in the Schedule hereto shall be binding upon the parties hereto, and they shall be deemed to be and are hereby declared to form part of this agreement.

2. That 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***Industry to Which Agreement Applies*

1. This agreement shall apply to:

- (a) The manufacture and treatment of all kinds and descriptions of synthetic filament yarns.
- (b) Every operation, process, duty and function carried on or performed in or in connection with or incidental to any of the foregoing.

*Definitions*

2. "Continuous shift work" means work performed with consecutive shifts of males throughout the 24 hours of each of the seven days of the week without interruption except during breakdowns or due to unavoidable causes beyond the control of the employer.

"Non-continuous shift work" means work carried out on shifts by males the ordinary hours of which do not exceed 40 in any week, worked in five shifts of eight hours each Monday to Friday inclusive.

"Afternoon shift" means any shift commencing after 12 noon and finishing at or before midnight.

"Night shift" means any shift finishing subsequent to midnight and at or before 8 a.m.

"Continuous shift worker" means an employee whose ordinary working period includes Saturday, Sunday and holidays on which he may be regularly rostered for work.

"Sunday" for the purpose of this agreement means all time worked between 11 p.m. Saturday and 11 p.m. Sunday.

"Adult male" for the purpose of this agreement means a male of 21 years or over.

"Adult female" for the purpose of this agreement means a female of 21 years or over.

"Union" means the Auckland District Woollen Mills, Knitting Mills and Hosiery Factories Industrial Union of Workers.

*Control of Factory*

3. (a) Every employer shall have full control over the management of his own factory, and shall be entitled to make such regulations, not inconsistent with the provisions of the Factories Act 1946, and its amendments, or of this agreement as he shall deem necessary for time keeping and good order.

(b) It shall be the employer's right to introduce whatever machinery his business may require, and to divide or subdivide labour in any way he may deem necessary, subject to the payment of wages as hereinafter set forth; provided that should any new process be introduced requiring the employment of workers not provided for in the classification set out in clause 8 hereof, the classification of such worker shall be fixed in accordance with the provisions of clause 17 of this agreement.

*Hours of Work—Day Workers*

4. (a) The ordinary hours of work shall be 40 per week, eight hours per day, to be worked from Monday to Friday, both days inclusive, between the hours of 8 a.m. and 5 p.m. with a meal interval of not less than 45 minutes without pay between 11.30 a.m. and 1 p.m.: provided that the meal period may be reduced to not less than 30 minutes by agreement between the employer, the union, and the workers concerned.

(b) No worker shall be employed for more than four and one-quarter hours continuously without an interval of at least 45 minutes for a meal, provided that the meal period may be reduced to not less than 30 minutes by agreement between the employer, the union, and the workers concerned. 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.

*Hours of Work—Non-continuous Shift Workers*

5. (a) Subject to the following conditions, such shift workers shall work at such times as the employer may require.

(i) A shift shall consist of eight hours inclusive of a meal break.

(ii) Except at the regular change-over of shifts, an employee shall not be required to work more than one shift in each 24 hours.

(b) 30 minutes shall be allowed to continuous shift workers each shift for a meal, which shall be counted as time worked.

(c) Unless by arrangement with the union secretary, no continuous shift work shall be done by any person under the age of 18 years.

(d) Hours of work on all shifts shall be displayed in all departments and any work performed outside of these hours shall be paid for at appropriate overtime rates.

*Hours of Work—Non-continuous Shift Workers*

6. (a) Males—subject to the provisions of the Factories Act 1946, two or three shifts of eight hours each day may be worked on five days of the week, Monday to Friday, both days inclusive: provided a shift that commences on Friday night may be continued up to 7 a.m. Saturday at ordinary shift rates of pay.

(b) 30 minutes shall be allowed to non-continuous shift workers each shift for a meal which shall be counted as time worked.

(c) Unless by arrangement with the union secretary, no shift work shall be done by any person under the age of 18 years.

(d) Hours of work on all shifts shall be displayed in all departments and any work performed outside of these hours shall be paid for at appropriate overtime rates.

(e) Where regular non-continuous shifts are worked they shall, wherever practicable, rotate or alternate.

*Variation of Agreement*

7. The method of working shifts may in any case be varied by agreement between the employer and the accredited union official. The time of commencing and finishing of shifts, once having been determined, may be varied by agreement between the employer and the accredited union official, or in the absence of agreement by seven days' notice of alteration given by the employer to the employees.

*Wages*

8. (a) The minimum rates of wages for the undermentioned classes of adult male workers shall be as follows:

	Less Than 12 Months Continuous Service With the Industry Per Hour	After 12 Months Continuous Service With the Industry Per Hour	After Five Years Continuous Service With the Industry Per Hour
	s. d.	s. d.	s. d.
(i) Leading hand—as defined (all areas) .....	8 1½	8 4	8 5½
(ii) Process operative—as defined (all areas) .....	7 4	7 6½	7 8
Spinneret inspector—as defined .....			
Yarn storeman—as defined .....			
(iii) Machine cleaner—as defined .....	7 2	7 4	7 6¼
Tube inspector—as defined .....			
(iv) Servicemen—as defined .....	7 1¼	7 3¼	7 5½
Trainee-operative—as defined .....			

*Definitions—*

“Leading hand” is a worker who by virtue of his superior general performance has been selected by management for promotion, and is employed in charge of a certain number of operatives, cleaners or servicemen. He must be competent to carry out any task within the area or areas under his control as well as certain specified machine or mechanical adjustments.

Spinning (including ancillaries)

Drawtwist

Inspection and packing

Warping

Staple

Container servicing

Warehouse

“Process operative” is a worker who has satisfactorily completed his process trainee requirements and is competent to fully assume process operating responsibilities in any one of the following areas:

Spinning—Extrusion and ancillary areas

Spin doff and ancillary areas.

Drawtwist

Inspection and packing

Warping

Staple

“Spinneret inspector” is a worker fully qualified to assume control of spinneret inspection, re-furbishing by polishing or broaching techniques, and rejection.

“Yarn storeman” is a worker qualified to carry out all relevant yarn store duties.

"Machine cleaner" is a worker engaged in the routine cleaning of process machinery, and who is also responsible for general housekeeping standards within the process area or areas.

"Tube inspector" is a worker responsible for inspection and clearance of draw-twist tubes before use in the drawtwist area.

"Serviceman" is a worker engaged in general duties associated with container servicing, viz: beam cleaning, tube cleaning, sleeving and identifying, cylinder cleaning and identifying, carton make-up, buggy, A-frame and tow can cleaning, buggy, A-frame and tow can handling and other ancillary functions.

"Trainee operative" is a worker under the supervision of the training section who is undergoing training in operating techniques in any area (maximum training period three months).

(b) The minimum rates of wages for the undermentioned classes of adult female workers shall be as follows:

	Less Than 12 Months Con- tinuous Service With the Industry Per Hour		After 12 Months Continuous Service With the Industry Per Hour	
	s.	d.	s.	d.
(i) Pack assembler—as defined	5	0	5	3
Warper—as defined				
(ii) Trainee pack assembler—as defined	4	8½		
Trainee warper—as defined				

"Pack assembler" is a worker engaged in the making up of extrusion packs, and the assembly of process machine components—guide blocks, guide pins, etc.

"Warper" is a worker who has satisfactorily completed her warping trainee requirements and is competent to fully assume responsibilities in all phases of warping operations.

"Trainee pack assembler" is a worker under the supervision of the training section who is undergoing training in duties associated with pack assembly and ancillary requirements (maximum training period three months).

"Trainee warper" is a worker under the supervision of the training section who is undergoing training in duties associated with all phases of warping operations (maximum training period three months).

(c) The wage in every case shall be an hourly one, and the workers shall be entitled to be paid only for the time actually worked.

(d) *Junior Males*—Boys under the age of 18 years and junior males between 18 and 21 years may be employed at not less than the following rates:

	Per Week		
	£	s.	d.
Under 16 years of age	5	5	0
16 to 16½ years of age	5	16	0
16½ to 17 years of age	6	12	0
17 to 17½ years of age	7	7	0
17½ to 18 years of age	8	3	4
	Per Hour		
	s.	d.	
18 to 19 years of age	5	0	
19 to 20 years of age	5	6	
20 to 21 years of age	6	6	

(e) *Junior Females*—Subject to subclause (b) of this clause, the minimum weekly rates of wages for junior females shall be as follows:

	Age Commencing					
	Under 16 Years			Over 16 Years		
	£	s.	d.	£	s.	d.
First six months .....	4	15	0	5	5	0
Second six months .....	5	6	0	5	16	0
Third six months .....	6	2	6	6	12	6
Fourth six months .....	6	18	0	7	8	0
Fifth six months .....	7	15	0	8	5	0
Sixth six months .....	8	10	0	9	0	0

Thereafter, the rate for senior females; provided that female workers over 21 years of age shall be paid not less than 4s. 8½d. per hour.

(f) *Mixed functions*—a weekly employee transferred without a week's notice to a classification of lower rate shall not suffer any deduction in wages for one working week.

(g) Any worker called upon to perform any work for which a higher rate is prescribed than his or her usual rate of pay, shall be paid such higher rate for the time he or she is so employed.

(h) All the rates of pay and conditions incorporated in this clause are in respect of the employers right to set work assignments in accordance with the established methods of work measurement. At all times the procedure adopted for assessing work assignments is open to full explanation to the shop steward(s) concerned on request.

#### *Shift Allowances*

9. (a) Continuous and non-continuous shift workers shall be paid 5s. per shift on morning, afternoon and night shifts in addition to the ordinary rate of such shifts.

(b) Any employee who is required to change either from day work to shift work or from one shift to another without two days' notice of such change shall be paid 10s. extra as compensation for the week in which such change is made but this shall not apply during any period where power restrictions are operating.

#### *Saturday Work*

10. (a) Continuous shift workers for work done on a rostered shift, the major portion of which is performed on a Saturday before noon, shall be paid at the rate of time and a half for the first three hours and double time thereafter. For all work performed after noon the rate shall be at double time. Such extra rate shall be in substitution for and not cumulative upon the shift premium prescribed in clause 9 (a).

(b) Except for the provisions of clause 6 (a), day workers and non-continuous shift workers, for all work done on Saturday shall be paid at the rate of time and a half for the first three hours and double time thereafter.

#### *Sunday and Holiday Work*

11. (a) Continuous shift workers for work done on a rostered shift, the major portion of which is performed on a Sunday, shall be paid at the rate of double time and such extra rate shall be paid in substitution for and not cumulative upon the shift premiums prescribed in clause 9 (a).

(b) Day workers and non-continuous shift workers, for all work done on a Sunday, shall be paid at the rate of double time.

(c) Continuous shift workers rostered off duty on any of the holidays as defined in clause 12 shall receive ordinary pay for the day.

(d) Continuous shift workers rostered on duty on any of the holidays as defined in clause 12 shall be paid at the rate of double time; this payment shall be in addition to the payment at ordinary time for the holiday observance and shall be paid in substitution for and not cumulative upon the shift premiums prescribed in clause 9 (a).

(e) For day workers and non-continuous shift workers, payment for the holidays as defined in clause 12 shall be made at the same rate as for an ordinary working day when any of the said holidays fall on or are observed upon an ordinary working day, i.e. Monday to Friday, both days inclusive.

(f) For day workers and non-continuous shift workers, any work done on any holiday as defined in clause 12 shall be paid at the rate of double time; this payment shall be in addition to the payment prescribed in subclause (e) of this clause.

#### *Holiday Provisions*

12. (a) The following shall be the recognised holidays: New Year's Day and the day following, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day and Anniversary Day (or a day to be mutually agreed upon in lieu thereof). Should any of the foregoing holidays except Anzac Day fall on a Saturday or a Sunday, it shall be observed on the following Monday. When Christmas Day and New Year's Day fall on a Saturday or a Sunday, then Boxing Day and the day following New Year's Day shall be observed on the following Tuesday; provided that when Anniversary Day falls on a Saturday a full day's pay may be given in lieu of transferring the holiday to another day.

(b) The payment for the said holidays shall be made in accordance with the provisions of the Factories Act to all persons who have been employed in the factory at any time during the fortnight ending on the day on which the holiday occurs.

#### *Overtime*

13. (a) Time worked in excess of eight hours on any shift or time worked on any rostered day off during the period midnight Sunday-Monday to midnight Friday-Saturday 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 at the rate of double time thereafter.

(b) Subclause (a) will not apply where such time is worked by arrangement between employees themselves. Under these circumstances ordinary time will be paid.

(c) For day workers and non-continuous shift workers all time worked in any day outside or in excess of the hours prescribed in clause 6 hereof shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(d) Where a worker is required to work overtime after a meal break, he or she shall be provided with a suitable meal free of charge by the employer, or alternatively shall be paid a meal allowance of 6s. For the purpose of this clause a suitable meal shall comprise freshly cooked meat, fresh vegetables and potatoes with bread and butter and tea or coffee.

(e) Any worker having worked overtime shall not be required to recommence work until after an interval of eight hours.

(f) For the purpose of calculation of overtime each day shall stand alone.

#### *Annual Holidays*

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

(b) Upon completion of 10 years continuous employment with the same employer, a worker shall be granted in respect of each further year of employment with that employer an annual holiday of three weeks instead of two weeks allowed under the Annual Holidays Act 1944.

(c) (i) Continuous and non-continuous shift workers as defined in this agreement, shall after 12 months continuous service as such be granted three weeks annual holiday on ordinary pay as defined in the Annual Holidays Act 1944.

(ii) Any worker who is employed for less than 12 months on shift work as defined in paragraph (i) hereof shall, in addition to two weeks annual holiday under the Annual Holidays Act 1944, be granted a further period of holiday representing the corresponding proportionate part of one week extra granted to regular shift workers under paragraph (i) hereof.

(d) Annual leave provided by this clause shall be allowed and shall be taken; payment shall not be made or accepted in lieu of annual leave.

(e) For the purpose of this agreement a year of employment shall be deemed to be continuous notwithstanding:

(i) Any annual leave taken therein.

(ii) Any absence from work for not more than 28 days in the year of employment on account of sickness or accident.

(iii) Any absence on account of leave (other than annual leave) granted by the employer.

(iv) Any absence of any other kind not involving termination of employment.

In calculating a year of employment, any absence of a kind mentioned in paragraphs (i) and (ii) of this subclause shall be counted as part of the year of employment, but in respect of absence of a kind mentioned in paragraphs (iii) and (iv) of this subclause, it will be necessary for the employee as part of his qualification for annual leave, to serve such additional period as equals the period of such absence.

(f) Each employee before going on leave shall be paid the amount of wage the employee would have received in respect of the ordinary time which he or she would have worked had he or she not been on leave during the relevant periods.

For the purpose of this subclause and subclause (g) hereof, wages shall be at the rate prescribed in subclauses (a), (b), (d) and (e) of clause 8 of this agreement for the occupation in which the employee was originally employed immediately prior to the commencement of leave or the termination of employment as the case may be.

(g) Where an employee leaves his or her employment or his or her employment is terminated, the employer shall forthwith pay to the employee, in addition to all other amounts due, an amount equal to one twenty-fifth of the employee's ordinary pay for that period of employment.

#### *Annual Close-down*

15. Where an employer closes down the plant or a section or sections thereof, for the purpose of annual or periodical maintenance, and annual leave to all or the bulk of the employees is available, the following shall apply:

(i) The employer may by giving not less than one month's notice of the intention so to do, stand off for the duration of the close down all employees in the plant or section or sections concerned, and allow to those who are not then qualified by 12 months' service for a full period of annual leave, paid leave on a proportional basis for each completed month of continuous service.

- (ii) An employee who has then qualified for a full period of leave and has also completed a further month or more of continuous service shall be allowed his leave and shall also be paid a proportionate amount in respect of each completed month of continuous service performed since the close of his last 12 monthly qualifying period.
- (iii) The next 12 monthly qualifying period for each employee affected by such close down shall commence from the day on which the plant, or section or sections concerned, is re-opened for work; provided that all time during which an employee is stood off without pay for the purposes of this subclause shall be deemed to be time of service in the next 12 monthly qualifying period.

#### *Special Provisions*

16. (a) In addition to the wages prescribed in subclauses (a), (b), (d) and (e) of clause 8 of this agreement, an employee in possession of a first aid certificate who in addition to his or her normal duties may be called upon to perform first aid, shall be paid an allowance of 10s. per week. Such extra allowance shall not be subject to overtime, premium or shift penalty additions.

(b) When a worker becomes seriously ill on the job the employer shall provide him or her with free transport to his or her home, or hospital, whichever is necessary.

(c) All tools necessary for all work in the factories or mills under this agreement shall be provided free of charge to the employees and shall remain the property of the employer.

(d) All floors near or around machines shall be kept in as clean a condition and as free from oil or grease as possible.

(e) No female shall be required to lift or carry without assistance any article or goods weighing over 35 lbs.

(f) The employer shall, on written request, at intervals of not less than three months, supply to the secretary of the union in the district the names of all workers employed under this agreement, and also the names of such workers who have attained the age of 18 years at that time.

#### *Disputes*

17. The essence of this agreement being that the work of the employers 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 shall arise between the parties bound by this agreement, or any of them as to any matter whatsoever arising out of or connected therewith and not specifically dealt with in this agreement, every such dispute or difference shall be settled between the particular employer concerned and the secretary or accredited representative of the union; in default of any agreement being arrived at, such dispute shall be referred to the Conciliation Commissioner for the district 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 desiring to appeal.

#### *Factories Act*

18. All the provisions of the Factories Act and its amendments relating to the employment of persons in factories and not herein specifically set forth shall be deemed to be incorporated in this agreement and shall be observed accordingly.



### *Payment of Wages*

19. (a) Wages shall be paid weekly.
- (b) Thursday shall be pay day, except in the case of continuous shift workers rostered off duty on Thursday, where arrangements are made according to the exigencies of the shift roster in effect at the time.
- (c) Wages shall be paid during working hours.
- (d) Details of earnings and deductions shall be supplied to each employee.

### *Termination of Employment*

20. In the case of hourly workers, 24 hours notice, to include eight working hours, of the termination of the employment shall be given by either party. In the case of weekly workers, one week's notice, consisting of 40 working hours, shall be given, but this shall not prevent the employer from summarily dismissing a worker for good cause. Where the employment is terminated by the worker without notice, or by the employer without notice or good cause, one day's wages in the case of hourly workers, and one week's wages in the case of weekly workers, shall be paid or forfeited in lieu of notice.

### *Right of Entry*

21. The secretary or other authorised officer of the union of workers shall be permitted on request to the employer to enter at all reasonable times upon the premises and/or works of any employer bound by this agreement and there interview any workers, but not so as to interfere unreasonably with the employer's business.

### *Unqualified Preference*

22. (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 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 employees 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.)

*Notice Board*

23. The employer shall permit a notice board to be erected in a prominent position in his establishment upon which representatives of the union shall be allowed to post notices in connection with union meetings or other legitimate business of the union, provided such notices are not objected to by the management. In the event of a conflict of opinion as to whether a notice is objectionable the matter shall be referred to the Conciliation Commissioner for the district.

*Under-rate Workers*

24. (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 an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

*Application of Agreement*

25. This agreement shall apply to the original parties named herein.

*Scope of Agreement*

26. This agreement shall operate throughout the Northern Industrial District.

*Term of Agreement*

27. This agreement shall come into force on the 25th day of January 1965, and shall continue in force until 31st day of July 1966.

Signed for and on behalf of Fibremakers (N.Z.) Ltd.:

D. CORDNER, General Manager.

Witness to the above signature: N. Shea.

Signed for and on behalf of the Auckland District Woollen Mills, Knitting Mills and Hosiery Factories Employees' Industrial Union of Workers:

W. J. KNOX, Secretary.

Witness to the above signature: G. C. Broad.