

VON KOHORN OF NEW ZEALAND LTD. 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, this 31st day of March 1965 between Von Kohorn of New Zealand Ltd. (hereinafter called "the employer") of the one part and the Wellington District Woollen Mills, Knitting Mills and Hosiery Factories Employees Industrial Union of Workers (hereinafter called "the union") of the other part, whereby it is mutually agreed by and between the said parties as set out in the following schedule.

SCHEDULE

Clause 1—Industry to Which Agreement Applies

(a) This agreement shall apply to manual workers directly engaged in the production of nylon filament yarn in the factory of Von Kohorn of New Zealand Ltd. at Shannon which is engineered as a continuous process based on a 24 hours a day operation on rotating shifts.

(b) Nothing in this agreement shall apply to salaried officers, foremen, supervisors or laboratory staff.

Clause 2—Definitions

For the purpose of this agreement the following definitions shall apply:

"Beaming operator" refers to a person engaged on loading creels threading-up and operating a beaming or warping machine and keeping necessary records and machine and place of work clean.

"Chip handling operator" refers to a person engaged on loading chips for spinning and who is required to double any job in this section of production.

"Coning operator" refers to a person who is engaged on loading threading up and doffing coning machine when required; and who also sorts cones and keeps his machine and place of work clean.

"Day" means the period from midnight to midnight.

"Day worker" means a worker ordinarily employed between the hours of 8 a.m. and 5 p.m. Monday to Friday both days inclusive.

"Denier control" refers to the work of a person engaged in the operation of sampling yarn in the various phases of production for denier determinations.

"Draw-twisting operator" refers to a person who is engaged on loading machines and who threads up and doffs pirns when required; and who also inspects and sorts pirns and keeps his machine and place of work clean.

"Extrusion operator" refers to a person who operates extruders, spinning beams, and changes packs and feeds yarn to take-up and who is engaged on patrolling machines and keeping necessary records and his place of work clean.

"Inspecting and packing" refers to the work of a person engaged on inspecting pirns and cones and reporting on the qualities of yarn checked; and who also wraps and packs yarn and keeps his place of work clean.

"Junior worker" means a worker under the age of 21 years.

"Pack pump and spinneret cleaner" refers to a person who services and checks spinning packs, pumps and their connected parts.

"Continuous shiftworker" means a worker rostered for work on consecutive shifts operating throughout 24 hours of each of seven days of the week inclusive of Saturdays, Sundays or holidays.

"Non continuous shiftworker" means a worker rostered for work on shifts operating between midnight Sunday to 7 a.m. Saturday.

"Take-up operator" refers to a person who threads take-up machines, doffs and identifies bobbins of yarn when needed and keeps records of production and cleans the machine and his place of work.

"Trucking and pirn cleaning" refers to the work of a person engaged in obtaining yarn for draw-twisting and for other operators; cleaning pirns and making them available for draw-twisting; cleaning beams and distributing production; and generally assisting with any work required.

"Week" means a period of seven consecutive days commencing at midnight Sunday-Monday.

Clause 3—Wages

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

	Per Hour	
	s.	d.
Class A—Adult workers engaged in pack, pump and spinneret cleaning, extrusion, take-up and chip handling	7	7
Class B—Adult workers engaged in inspecting, packing, beaming, draw-twisting and coning	7	4
Class C—Adult workers engaged in trucking, pirn cleaning, denier control, and general duties not otherwise specified	7	2
Class D—Junior workers engaged in any department for the first 12 months of employment	5	6
Thereafter not less than the appropriate adult rate according to the class of work performed.		

(b) The wage in every case shall be an hourly one and a worker shall be entitled to be paid only for the time actually worked.

Clause 4—Hours of Work

(i) *Day Workers*—(a) The ordinary hours of work shall not exceed eight hours daily between 8 a.m. and 5 p.m. from Monday to Friday, both days inclusive.

(b) A lunch break of not more than one hour nor less than half an hour daily shall be established for each department in accordance with Meal Relief Schedules.

(c) When a worker is called on to work during his meal break he shall be allowed equivalent time off at the convenience of the employer or alternatively he shall be paid for the time worked at half above his ordinary rate of pay.

(d) No worker shall be required to work more than four and a half hours continuously without an interval for a meal.

(ii) *Shift Workers*—(a) Shifts may be worked as required by the employer. The ordinary hours of work of a shift worker shall not exceed eight hours per shift.

(b) Shift workers shall be allowed up to 30 minutes criptime during the shift but the machinery shall be kept fully working and production shall not be impeded.

(c) Shift workers shall remain on duty until relieved; provided that a worker must be relieved immediately after 16 hours on duty.

(d) Where two or more shifts are worked daily, unless otherwise agreed on between the employer and the union, workers shall work rotating shifts wherever possible.

(e) Shift workers shall have an eight hour break before commencing another shift.

(f) Where workers are on shift work any part of which falls outside the normal hours prescribed in subclause (i) (a) of this clause they shall be paid 5s. per shift in addition to the ordinary rate of pay.

(g) When any shift worker is required to work on any of his rostered days off (except when he changes his day off by mutual arrangement and with the approval of the management) such worker shall be paid double the ordinary hourly rates of pay, provided that the shift worked on such day shall be in addition to the shift rostered to be worked.

(h) Female workers may be employed on shift work between the hours of 7 a.m. and 10 p.m. daily.

Clause 5—Overtime

(i) *Day Workers*—(a) Time worked on any day of the working week in excess of eight hours 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 double the ordinary rate of pay thereafter for the hours worked.

(b) Time worked on Saturday after 12 noon or on Sunday shall be paid for at the rate of double the ordinary hourly rate of pay for the hours worked.

(c) Overtime shall be calculated on a daily basis.

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

(e) When a worker is required to continue working on overtime for more than one hour in excess of his ordinary daily hours he shall be paid a meal allowance of 5s. 7d. and when such worker is required to work a further four hours consecutive overtime, he shall be paid another such meal allowance if he is required to carry on working: Provided that this provision shall not apply if a worker can reasonably get home for a meal within the time allowed by the employer.

(ii) *Shift Workers*—(a) Time worked by a shift worker in excess of eight hours on any one shift or in excess of five shifts in any one week 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 thereafter at double the ordinary hourly rate of pay for the hours worked. Overtime shall be calculated on a daily basis.

(b) Shift workers shall not be paid overtime rates of pay for overtime worked by agreement amongst themselves for the purpose of changing shifts.

(c) When a shift worker is required to continue working for more than one hour in excess of his current shift, the employer shall pay such shift worker a meal allowance of 5s. 7d. provided that when such worker is required to work a further four hours consecutive overtime, he shall be paid another such meal allowance if he is required to carry on working, provided that this provision shall not apply if a worker can reasonably get home for a meal within the time allowed by the employer.

(d) Where a shift worker is required to work two shifts of eight hours each without a break of at least eight hours between such shifts he shall be paid at overtime rates for the second shift.

(e) Every worker required to work on any Saturday shall be paid for such work at not less than one half as much again as the ordinary hourly rate; and every worker who is employed on any Sunday shall be paid at not less than double the ordinary hourly rate.

Clause 6—Holidays

(a) Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944: Provided that workers regularly and continuously employed on afternoon or night shift or on three rotating shifts shall be allowed an annual holiday of three weeks in lieu of two weeks upon completion of each years service. The third weeks holiday may be allowed either in conjunction with or separately from the first two weeks as the employer may decide. Any worker who is regularly and continuously employed for over six months but less than 12 months on afternoon or night shift or on three rotating shifts shall be allowed a corresponding proportion of the three weeks holiday.

(b) The following shall be deemed to be statutory holidays: New Years 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). When a working week includes a statutory holiday, the worker shall be paid in accordance with the provisions of section 28 of the Factories Act 1946.

(c) In the event of a statutory holiday, other than Anzac Day, falling on a Saturday or a Sunday, such holiday shall be observed on the following Monday and in the event of another statutory holiday on such Monday, such other holiday shall be observed on the succeeding Tuesday.

(d) Where any of the above holidays are observed on a shift worker's day off, he shall be paid for such day at the ordinary hourly rate of pay.

Clause 7—Call Backs

Any day worker or shift worker who after having completed his day's work and left his place of employment is called back to work overtime shall be paid a minimum of two hours pay at the appropriate overtime rate.

Clause 8—Students

Any student of any university or college in New Zealand who engages himself to the employer who is a party to this agreement for the purpose of obtaining practical experience to supplement his theoretical training during his vacation period shall be exempt from the provisions of this agreement, provided that this shall not entitle an employer to dismiss a worker in order to provide room for a student and provided further that if a student is called upon to operate a machine without the guidance and supervision of the normal operator of that machine the student shall be paid the appropriate rate of wages prescribed in the agreement for such work.

Clause 9—Variation of Duties

It shall be the duty of every worker during his ordinary working hours to undertake any work in the said industry that the employer may require him to undertake provided that while so engaged on such other work such worker shall be paid not less than the rate of wages payable to him in respect of his usual occupation or the rate prescribed for the work to which he is transferred, whichever rate is higher.

Clause 10—Refreshments

The employer shall provide tea, milk and sugar to workers during each working period of not less than four hours provided that there shall be no complete cessation of work and continuous processes are not impeded.

Clause 11—Payment of Wages

- (a) Wages shall be paid weekly and during working hours.
- (b) Wages shall be paid not later than Thursday of each week.
- (c) Where a statutory holiday falls on a Friday wages shall be paid not later than Wednesday.
- (d) Where practicable all wages due shall be paid immediately on ceasing work to a worker leaving the factory of his own accord, subject to the requisite notice having been given.

Clause 12—Termination of Employment

The employment of any worker during the first four weeks of employment shall be terminable by eight hours notice on either side. After one month's service, the employment—for termination purposes only—shall be deemed to require one week's notice on either side. The employer shall however be entitled to dismiss a worker summarily for misconduct.

Clause 13—Accidents

- (a) A first aid emergency kit fully equipped will be kept by the employer in a convenient and accessible place in the factory.
- (b) If available, workers holding current St. John's first aid certificates shall be employed and the employer shall pay to such workers an honorarium of 10s. per week while the appointment is in force.
- (c) Every worker who is injured by accident arising out of and in the course of his employment shall forthwith report to the person in charge of the first aid outfit for attention. The worker shall also report the accident as an accident and supply full particulars to his direct supervisor, or, in his absence, any other person in charge at the time, and in every case before leaving work for the day. *The foregoing applies to every injury no matter how trivial it may appear.*

Clause 14—Provisions as to Smoking

Workers shall not smoke at all when handling or in the proximity of any fibres or in any other place prohibited by the employer. The employer shall have the right to fix the places for smoking and when fixed workers shall not smoke in any other place.

Clause 15—Disputes

The essence of this agreement is 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 shall arise between the parties bound by this agreement 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 referred to a committee to be composed of three representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. If the committee is unable to resolve the question then the chairman shall give a decision or refer the matter to the Court. Either side shall have the right of appeal to the Court against the decision of any such committee or chairman 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.

Clause 16—Control of Factory

The 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. 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 set forth herein provided that should any new process be introduced requiring the employment of workers not provided for in the classification set out herein, classification of such workers shall be fixed in consultation with the secretary of the union.

Clause 17—Signing On and Off Times

Workers shall record the times of arrival and departure from work in accordance with the rules set by the employer.

Clause 18—Factories Act

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.

Clause 19—General

(a) Whenever the necessity to work overtime arises such overtime shall where possible be distributed equally amongst qualified employees.

(b) A Seniority Schedule shall be established in the case of lay-offs etc. and for the purpose of considering promotions and transfers and a register of applications for transfers and new and old job openings will be established.

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

Clause 20—Right of Entry

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 worker but not so as to interfere unreasonably with the employer's business.

Clause 21—Unqualified Preference

(a) Any adult person engaged or employed in any position or employment subject to this agreement by the employer bound by this agreement shall if he is not already a member of the union of workers bound by this agreement become a member of such union within 14 days after his engagement.

(b) Subject to sub-clause (a) every adult so engaged or employed shall remain a member of the union of workers bound by this agreement so long as he or she continues in any position or employment subject to this agreement.

(c) Every worker obliged under sub-clause (a) hereof to become a member of a union who fails to become a member as required by that sub-clause 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 sub-clause (b) hereof commits a breach of this agreement.

(d) The employer bound by this agreement commits a breach if he continues to employ any worker to whom sub-clause (a) and/or (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 and upwards or a person who for the time being is in receipt of not less than the minimum wage prescribed for adult workers by this agreement.

Clause 22—Under-rate Workers

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 a 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.

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 a 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.

Clause 23—Term of Agreement

This agreement shall come into force on the day of the date hereof and shall continue in force until the 31st day of March 1967.

Signed for and on behalf of:

Von Kohorn of New Zealand Ltd.—

H. C. EAVES, General Manager.

Wellington District Woollen Mills Knitting Mills and Hosiery Factories Industrial Union of Workers—

GEO. H. DELANEY, Secretary.