

WELLINGTON DRESS PATTERN WORKERS—AGREEMENT UNDER LABOUR
DISPUTES INVESTIGATION ACT 1913

THIS industrial agreement made in pursuance of the Labour Disputes Investigation Act 1913, this 15th day of April 1965, between the Wellington Society of Dress Pattern Workers, (hereinafter referred to as the workers), of the one part, and Weigel Patterns N.Z. Ltd., (hereinafter referred to as the employer) of the other part, whereby it is mutually agreed by and between the parties as follows:

(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

Application

1. This agreement shall apply to workers employed in the manufacture of dress patterns or patterns for apparel of any description, whether in paper, cloth, plastic or other material, but excluding paper patterns cut in a clothing factory covered by the New Zealand Clothing Trades Employees' Award, or in the printing department of any factory.

Hours of Work

2. (a) The hours of work shall be eight per day on five days of the week Monday to Friday inclusive, between the hours of 8 a.m. and 5 p.m.

(b) No worker shall be employed for more than five hours continuously without an interval of at least three quarters of an hour for a meal: Provided that the meal interval may be reduced to half an hour at the request of the workers.

(c) The hours of work shall be posted in each workroom by the employer.

Overtime

3. (a) All time worked on any day outside of or in excess of the normal daily hours set out in clause 2 hereof shall be deemed to be overtime and shall be paid at the rate of time and a half for the first three hours and double time thereafter. Provided that four hours at time and half rates may be worked up to noon on Saturday.

(b) When a worker is required to work overtime after 6 p.m. the employer shall either provide a suitable meal or pay 5s. 6d. tea money: Provided that this clause will not apply when the worker has been given at least 24 hours' notice that overtime will be required.

(c) Attention is directed to section 20 and 21 of the Factories Act.

Wages

4. (a) Subject to the Minimum Wage Act 1945 and any orders made thereunder, workers shall be paid not less than the following rates:

		Per Week		
		£	s.	d.
<i>Female Workers—</i>				
First six months	.....	5	0	0
Second six months	.....	5	15	0
Third six months	.....	6	10	0
Fourth six months	.....	7	5	0
Fifth six months	.....	8	0	0
Sixth six months	.....	8	15	0
Thereafter	.....	10	0	0
<i>Male Workers—</i>				
First six months	.....	8	0	0
Second six months	.....	9	0	0
Third six months	.....	10	0	0
Fourth six months	.....	11	0	0
Fifth six months	.....	12	5	0
Thereafter	.....	14	15	0

(b) Wages shall be paid weekly within working hours. An employer shall be able to make a rateable deduction from the wages of any worker for any time lost by him through sickness, accident or default or through leave of absence with the consent of the employer.

(c) When there is any deviation from the regular amount being paid, workers shall be entitled to details in writing of the manner in which their wages have been calculated.

(d) This agreement shall not operate so as to reduce the wages of a worker in his present position of employment.

(e) Part time workers, where engagement is for less than 40 hours per week, shall be paid the *pro rata* rate calculated on the ordinary weekly wage.

Termination of Employment

5. (a) Within the first week of employment one hour's notice of the termination of the employment shall be given by either party, but thereafter one week's notice of the termination of the employment shall be given by either party failing which one week's wages shall be paid or forfeited as the case may be.

(b) This shall not prevent an employer from summarily dismissing a worker for wilful misconduct.

Holidays

6. (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, the day following New Year's Day or a day in lieu thereof, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, and Anniversary Day or a day in lieu thereof.

(b) Should any of the abovementioned holidays, other than Anzac Day, fall on a Saturday or Sunday, then for the purpose of this agreement such holiday shall be observed on the following Monday and/or Tuesday.

(c) Double rates shall be paid for any work on Saturday afternoon, Sunday, or any of the abovementioned holidays.

(d) Annual Holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944, provided that 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 the employer, an annual holiday of three weeks instead of two weeks.

(e) Where it is customary for any 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 commencement of any such period any such worker has not become entitled to an annual holiday, then that worker shall not be entitled to any wages for 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 any 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.

General Conditions

7. (a) Each employer shall permit his employees to have lunch on the premises.

(b) The employer shall observe the provisions of the Factories Act and its regulations in respect to staff amenities and safety, health and welfare generally.

(c) All other conditions not otherwise provided for herein shall apply as they exist at the coming into force of this agreement.

(d) An interval of 10 minutes shall be allowed each morning and afternoon to every worker. Boiling water shall be available for the making of tea.

(e) All tools, and other necessary equipment shall be supplied by the employer.

Settlement of Disputes

8. In the event of a dispute arising upon any matter, whether referred to in this agreement or not, the point in dispute shall be referred to two representatives of the employers and two representatives of the employees for settlement. Should these fail to agree, the matter shall then be referred to the arbitration of an umpire mutually agreed upon by the said representatives, and the decision of the umpire shall be final.

Preference

9. Preference of employment shall be given to members of the Wellington Society of Dress Pattern Workers.

Term of Agreement

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

Signed on behalf of the Wellington Society of Dress Pattern Workers—

R. BENTLEY, President.
N. LAUGHTON, Secretary.

Witness, M. Gill.

Signed on behalf of Weigel Patterns N.Z. Ltd—

B. W. ROBERTSON, Director.

Witness, N. A. Melbourne.

[This agreement, made under the Labour Disputes Investigation Act 1913, was filed with the Clerk of Awards at Wellington, pursuant to section 8 (1) of the said Act, on the 20th day of April 1965.]