
CANTERBURY ROPE, TWINE AND FLAX MILLS EMPLOYEES'—INDUSTRIAL
AGREEMENT

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 26th day of September 1968, between the Canterbury Rope, Twine, and Flax Mill Employees' Industrial Union of Workers (hereinafter called the union) of the one part, and Donaghys Industries Ltd., Waikuku (hereinafter called the employer) of the other part, whereby it is mutually agreed by and between the said parties as set out in the following Schedule.

SCHEDULE

Application of Agreement

1. This agreement shall apply to the Rope, Twine and Flax Industry.

Hours of Work

2. (a) An ordinary week's work shall not exceed 40 hours. Except in the case of night shifts, not more than 8 hours shall be worked on each of the first 5 days of the week between 7.30 a.m. and 5 p.m.

(b) Notwithstanding anything contained in subclause (a) hereof, shifts may be worked as required by the employer. Eight hours shall constitute a full shift, and all shifts shall be worked between Monday and Friday, both days inclusive. Thirty minutes' crib-time shall be allowed shift-workers without any deduction from pay.

(c) Night-shift workers shall be paid not less than 60c per shift in addition to the rates prescribed.

(d) A worker required to work for less than three shifts consecutively shall not be deemed to be a shift-worker, but shall be paid for such work at overtime rates.

(e) A 10-minute rest period shall be allowed each morning and afternoon.

Wages and Classification

3. The minimum rates of pay for adult male workers shall be as follows:

	Per Hour c
Twine-mill workers	78.475

Youths

4. (a) Youths may be employed in the proportion of one youth to every two men employed.

(b) The minimum wages payable to youths shall be as follows:

	Per Week \$
Under 18 years of age	16.30
18 to 19 years of age	19.00
19 to 20 years of age	22.70

Thereafter the minimum wage for adult workers.

(c) No deduction shall be made from the weekly wages prescribed herein except through the worker's sickness, accident, or default.

(d) Not less than 1 week's notice shall be given either party of the termination of the employment, but nothing in this clause shall prevent an employer from summarily dismissing any worker for wilful misconduct.

Increase in Rates of Remuneration

5. On and from 19 August 1968 the rates of remuneration determined by this award shall be increased to the extent and in the manner prescribed by the general order of the Court made under the Economic Stabilisation Regulations 1953, and dated the 5th day of August 1968.

(EXPLANATORY NOTE—The general order of 5 August 1968 increased rates of remuneration determined by awards and industrial agreements by an amount equal to 5 percent thereof, but excluded from the scope of the increase.

- (1) Such portion of the remuneration of each worker in each week as exceeded the amount of \$40 in the case of adult male workers, the amount of \$30 in the case of adult female workers, and the amount of \$25 in the case of male and female workers under the age of 21 years; and
- (2) All allowances in respect of tools, bicycles, motor vehicles, protective or special clothing, or special footwear.

The term "remuneration" means salary or wages: and includes time and piece wages and overtime and bonus and other special payments: and also includes allowances, fees, commission, and any other emolument, whether in one sum or several sums; and also includes travelling expenses.)

Female Workers

6. Female workers may be employed at rates and conditions to be agreed upon between the union and employer.

Overtime

7. (a) All time worked in any one day outside or in excess of the hours prescribed in clause 2 hereof shall count as overtime and shall be paid for at the rate of time and a half for the first 3 hours and double time thereafter.

(b) Where a worker is called back to work after completing his normal day's work and without prior notice of overtime he shall be paid a minimum of 2 hours at the appropriate rate.

Holidays

8. (a) The following shall be the recognised holidays: Christmas Day, Boxing Day, New Year's Day, 2 January, Good Friday, Easter Monday, Anzac Day, Labour Day and the birthday of the reigning Sovereign, Show Day, or any day observed in lieu thereof.

(b) Payment for the above holidays shall be made in accordance with the Factories Act, 1946 and its amendments.

(c) For work done on any of the above-mentioned days double time rates shall be paid in addition to the day's wages.

(d) For work done on Sundays, double time rates shall be paid.

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

Annual Holidays

9. (a) An annual holiday shall be allowed to each worker in accordance with the Annual Holidays Act 1944. On the completion of 10 or more years continuous services with the same employer, workers shall be allowed an annual holiday of 3 weeks instead of 2 weeks allowed under the Annual Holidays Act 1944.

(b) (a) In lieu of the holidays provided in subclause (a) of this clause regular shift workers after 12 months' continuous service as such shall be granted 3 weeks' annual holiday on ordinary pay as defined in the Annual Holidays Act 1944. No worker shall be entitled to receive more than 3 weeks' annual holiday.

(c) The third week's holiday may be allowed either in conjunction with or separately from the first 2 weeks as the employer may determine.

Meal Interval

10. No worker shall work continuously for more than 4¼ hours without a meal, except on special occasions, when the interval may be extended to 5 hours by mutual agreement.

Payment of Wages

11. All wages shall be paid weekly not later than Wednesday.

Accommodation

12. Dining and dressing accommodation lockers and proper sanitary conveniences, and facilities for washing and boiling water at meal times shall be provided.

Termination of Employment

13. (a) Eight working-hours' notice of termination of the services of any worker shall be given by the employer to the worker or by the worker to the employer; but this shall not affect the right of either party to terminate the employment without notice of good cause.

(b) Where the employment is terminated, the worker shall be paid all wages due within 15 minutes of the termination of employment. Payment may be made by cheque.

Boot and Overall Allowance

14. A boot and overall allowance of 1c per hour shall be paid to all workers covered by this award.

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 as to interfere unreasonably with the employer's business.

Meal Money

16. Where workers are required to work overtime after 6 p.m. the employer shall allow the worker meal-money at the rate of 60c per meal.

Notification

17. The employer shall upon request supply to the union a list of all workers employed by them coming within the jurisdiction of this agreement provided that such request shall be made at intervals of not more than once every 6 months.

First Aid Kit

18. A suitable first aid outfit, fully equipped, shall be kept in a convenient and accessible place.

Matters Not Provided For

19. Any dispute 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 for the district, who may either decide the matter 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.

Under-rate Workers

20. (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 6 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 wages 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.

Unqualified Preference

21. (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 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.)

Scope of Agreement

22. This agreement shall apply to the parties named herein.

Term of Agreement

23. 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 19th day of August 1968, 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 31 March 1970.

In witness hereof the parties have executed these presents;

Canterbury Rope, Twine, and Flax Mill Employees' Industrial Union of Workers:

LEN LEE, Authorised Agent.

Donaghys Industries Ltd., Waikuku:

A. J. MACDONALD.