

OTAGO ROPE AND TWINE WORKERS—INDUSTRIAL AGREEMENT

This Industrial Agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1954, this 27th day of June, 1969, between Donaghy's Industries Ltd., Dunedin, (hereinafter called "the employer") of the one part, and the Dunedin Rope and Twine Spinners Industrial Union of Workers, Dunedin, (hereinafter called "the Union") 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, and they shall be deemed to be and are hereby declared to form part of the 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 contrary to this agreement or to its 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 the rope and twine making industry.

HOURS OF WORK

2. (a) Forty hours shall constitute a week's work and eight hours shall constitute a day's work. The working hours shall be between the hours of 8 a.m. and 5 p.m. from Monday to Friday, both days inclusive.

(b) Notwithstanding anything contained in subclause (a) of this clause, shifts may be worked as required by the employer: Provided that eight hours shall constitute a full shift, and that all shifts shall be worked between Monday and Friday, both days inclusive. Thirty minutes' crib time shall be allowed to shift workers without any deduction from pay. Any shift worker required to work overtime beyond one hour after the termination of his normal shift of eight hours shall be paid a meal allowance of 63 cents.

(c) Shift workers shall be paid not less than 8 cents per hour extra, provided the shift includes hours between 5 p.m. and 8 a.m.

(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.

(f) A female worker shall be allowed time off to make morning and afternoon tea.

WAGES

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

| | | | | Per Hour cents | Per Week \$ |
|---------------------------------------|----|----|----|-------------------|----------------|
| Head walk rope-maker | .. | .. | .. | .. | 38.40 |
| Leading feeder hand on first spreader | .. | .. | .. | .. | 35.00 |
| Machine operators | .. | .. | .. | 85.75 | 34.30 |
| General hands | .. | .. | .. | 81.00 | 32.40 |

For the first week of employment machine operators and general hands shall be employed on an hourly basis.

"Head walk rope-maker" is a worker working with and in charge of a group of workers making rope on the walk.

A sole machine operator in the separate synthetic rope department and responsible for making his own machine changes shall be paid not less than \$35.00 per week while so employed.

YOUTHS

4. (a) Youths may be employed in the proportion of one youth to every two men employed: Provided that no youth under 20 years of age may be employed on night shifts.

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

| | | | | Per Week |
|--|----|----|----|----------|
| | | | | \$ |
| Under 18 years of age | .. | .. | .. | 18.00 |
| 18 to 19 years of age | .. | .. | .. | 21.00 |
| 19 to 20 years of age | .. | .. | .. | 25.00 |
| Thereafter, not less than the rate for adult male workers. | | | | |

FEMALE WORKERS

5. The minimum weekly rates of wages payable to female workers shall be as follows:

| | | | | Per Week |
|-----------------------|----|----|----|----------|
| | | | | \$ |
| Under 18 years of age | .. | .. | .. | 16.85 |
| 18 to 19 years of age | .. | .. | .. | 18.60 |
| 19 to 20 years of age | .. | .. | .. | 20.50 |
| Thereafter | .. | .. | .. | 23.00 |

WEEKLY EMPLOYMENT

6. (a) Except as otherwise provided in clause 3 of this agreement, the employment shall be a weekly employment, and no deduction shall be made from the weekly wages except for time lost through the workers' default or sickness.

(b) One hour's notice of termination of employment shall be given by either party when the employment is on an hourly basis and two days' notice of termination when the employment is on a weekly basis, but this shall not prevent the employer from summarily dismissing a worker for wilful misconduct. In the case of weekly workers, where the employment is terminated without the requisite notice two days' wages shall be paid or forfeited as the case may be.

(c) No worker receiving more than the minimum weekly wage above prescribed shall have the wage reduced.

OVERTIME

7. (a) All time worked in any one day outside or in excess of the hours prescribed herein shall be paid at the rate of time and a half for the first three hours and double time thereafter.

(b) Employers shall give 24 hours' notice of overtime. Failing that, they shall allow meal money at the rate of 63 cents per meal when workers are required to work overtime after 6 p.m.

HOLIDAYS

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

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

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

(d) 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 LEAVE

9. (a) An annual holiday shall be allowed to each worker in accordance with the Annual Holidays Act 1944.

(b) On the completion of 10 or more years' continuous service with the same employer

workers shall be allowed an annual holiday of three weeks instead of two weeks allowed under the Annual Holidays Act.

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

PAYMENT OF WAGES

10. All wages shall be paid weekly not later than Thursday in the employers time.

ACCOMMODATION

11. Dining and dressing accommodation and proper sanitary conveniences to the satisfaction of the Inspector of Awards shall be provided, also facilities for boiling water at meal times.

Adequate and suitable facilities for washing including hot water, shall be provided; also adequate and suitable accommodation for clothing not worn during working hours.

ACCIDENTS

12. A modern first aid emergency case, fully equipped, shall be kept in a factory in an accessible and convenient place.

SMOCKS AND OVERALLS

13. An overall or smock allowance of 1 cent per hour shall be paid to all workers covered by this agreement.

RIGHT OF ENTRY

14. 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 employers' business.

SPECIAL PAYMENT

15. Men employed on carding machines while working with phormium tow and phormium stripper slips shall be paid an additional 4 cents per hour whilst so employed.

MATTERS NOT PROVIDED FOR

16. 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 local 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 desiring to appeal.

UNQUALIFIED PREFERENCE

17. (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 sub-clause (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 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) 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 an 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.)

UNDER-RATE WORKERS

18. (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

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

TERM OF AGREEMENT

20. 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 1st day of April, 1969, and so far as all other provisions of the agreement are concerned it shall come into force on the 27th day of June 1969; and this agreement shall continue in force until the 30th day of September 1970.

Signed on behalf of Donaghy's Industries Ltd.:

D. R. Stewart.

Signed on behalf of Dunedin Rope and Twine Spinners Industrial Union of Workers:

W. C. McDonnell.