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**Feltex Carpets (N.Z.) Ltd., Clerical  
Employees — Collective Agreement  
(Voluntary)**

Dated 13/6/80

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Note: See Clause 12 herein for the date on which rates of wages come into force.

## Form 6

Under the Industrial Relations Act 1973  
REGISTERED COLLECTIVE AGREEMENT

In the matter of the Industrial Relations Act 1973; and in the matter of the Feltex Carpets (NZ) Limited Clerical Employees dispute of interest between the Wellington, Taranaki and Marlborough Clerical Administrative and Related Workers Industrial Union of Workers and Feltex Carpets (NZ) Limited.

THE Arbitration Court, having before it the terms of a voluntary settlement arrived at in the above-mentioned dispute of interest and submitted or notified to the Court pursuant to the provisions of section 65 of the Industrial Relations Act 1973, hereby registers as a collective agreement the terms, conditions, and provisions set out in the form of submission or notification attached hereto and orders:

1. That the said terms, conditions, and provisions shall be binding on the parties hereto; and

2. That the said parties shall respectively do, observe, and perform every matter and thing by this collective agreement required to be done, observed, and performed, and shall not do anything in contravention of this collective agreement but shall in all respects abide by and perform it.

In witness of the registration of this collective agreement the seal of the Arbitration Court has hereto been affixed and a Judge of the Court has hereunto set his hand, this 13th day of June 1980.  
(L.S.)

D. S. Castle, Judge

Section 65

Form 5

Regulation 9(4)

Under the Industrial Relations Act 1973

SUBMISSION OF VOLUNTARY SETTLEMENT FOR REGISTRATION

In the matter of The Industrial Relations Act 1973 and in the matter of The Feltex Carpets (NZ) Ltd Dispute of Interest between The Wellington, Taranaki and Marlborough Clerical Administrative & Related Workers Industrial Union of Workers and Feltex Carpets (NZ Ltd).

To the Registrar of the Arbitration Court.

We hereby submit to you a signed copy of the terms of voluntary settlement of the above mentioned dispute of interest arrived at by the parties pursuant to Section 65 of the Industrial Relations Act 1973 for registration by the Arbitration Court as a Collective Agreement.

Dated at Wellington this 29th day of May 1980.

J. Slater

Authorised Agent of the Wellington, Taranaki & Marlborough Clerical Administrative & Related Workers Industrial Union of Workers.

C. K. Morrison

Authorised Agent of Employer

An agreement between Feltex Carpets (NZ) Ltd and The Wellington, Taranaki and Marlborough Clerical Administrative & Related Workers Industrial Union of Workers.

#### APPLICATION

1. This agreement shall apply to all Clerical workers employed in the Work Study Section at Feltex Carpets, Lower Hutt.

#### PROTECTION

2. (i) No worker currently employed in the Work Study Section or transferred into the Work Study Section as a VDU operator shall be made redundant from the Company as a result of the introduction of the VDU and associated equipment currently being installed in the Work Study Section.
- (ii) No other clerical worker shall be made redundant through the operation of Clauses 4 and 6.

#### EYESIGHT TESTS

3. (i) Prior to being required to train as operators of the VDU each of the staff which the Company requires to train shall have their eyesight tested at the Company's expense by an eye specialist of mutual acceptability.
- (ii) Any worker employed in the Work Study Section within the term of this agreement i.e. 12 months from the date of signing, who is substantially engaged in the operation of a VDU will have the right to request a further eyesight test 12 months after the initial test, such test to be at the Company's expense.
- (iii) The provision of (ii) above shall not prejudice negotiations on any subsequent arrangements for eye testing which shall be the subject of further negotiations consequent to the recommendation of the Health Department Report to be released.

#### MEDICAL UNFITNESS

4. Where the Company request a worker to operate a VDU and that worker is assessed as medically unfit due to defective eyesight, then suitable alternative work shall be arranged for that individual which may include transfer to another department or transfer of work into the Work Study Section. If, as a consequence of such transfer, the worker is required to perform work on a regular and substantial basis which is sufficiently different in nature from the work she/he normally performs as to constitute a major change to the worker's conditions of employment, such worker may elect to terminate his/her employment, in which case he/she shall receive a severance payment in accordance with the attached schedule, provided that the election to terminate is made not more than six weeks after commencing the different work. Such worker may terminate his/her employment by giving one weeks notice.

#### TRAINING

5. (i) Any worker not declared unfit to operate a VDU may be required by the Company to be trained in the operation of the VDU.
- (ii) Prior to the commencement of training, the workers shall be given a demonstration of the equipment either by an operator from the Supplier Company or a staff member of Feltex Data Systems Limited.

### DISCONTINUANCE AS VDU OPERATOR

6. If after a trial period of not less than ten weeks and not more than twelve weeks an individual worker is no longer willing to operate the VDU, or is unable to train to a proficient level, then suitable alternative work shall be arranged for that individual which may include a transfer to another department or transfer of work into the Work Study Section. If as a consequence of such transfer, the worker is required to perform work on a regular and substantial basis which is sufficiently different in nature from the work she/he performed prior to operating the VDU as to constitute a major change to the worker's conditions of employment, such worker may elect to terminate his/her employment, in which case he/she shall receive a severance payment in accordance with the attached schedule, provided that the election to terminate is made not more than six weeks after commencing the different work. Such worker may terminate her/his employment by giving one weeks notice of termination.

### WORKER AVAILABILITY

7. Notwithstanding Clause 6 at least one worker shall be available at all times to operate the VDU, provided that where a worker elects not to continue to operate the VDU she/he will be relieved of his/her position as soon as another worker is sufficiently trained to replace him/her. Such training shall commence as soon as practicable but no later than six weeks after the company has been informed of the workers election not to continue to operate the VDU.

### WORKING ENVIRONMENT

8. All computer linked VDU's shall be maintained and serviced at regular intervals to ensure that they are maintained in the best possible working conditions. The Company shall not require a worker to operate a VDU that is not kept in good repair. The Company shall consult with the Union in relation to lighting, environment and ergonomic factors so that glare, noise and reflection are minimised, such that the workers can operate in conditions of reasonable comfort. If the Company and the Union agree an independent adviser acceptable to both parties shall be sought to ensure satisfactory conditions are met.

### SCHEDULE

9. Should the general provisions relating to redundancy payments as they apply to Clerical Workers employed by Feltex NZ Limited improve, the schedule should be modified accordingly.

### DISPUTES

10. (i) Should any dispute arise between the parties to this agreement as to:
- (a) The interpretation of this agreement; or
  - (b) Any matter (not being a personal grievance within the meaning of Section 117 of the Industrial Relations Act, 1973 and its amendments) related to matters dealt with in this instrument and not specifically and clearly disposed of by the terms of this instrument; Then the following provisions shall apply.
- (ii) Either the union or the company may invoke the procedure.

- (iii) The union and company shall refer the dispute to a committee consisting of an equal number of representatives appointed respectively by the union and the company, together with a chairperson who shall be:
- (a) Mutually agreed upon by the parties; or
- (b) If there is no such agreement, a conciliator.
- (iv) A decision reached by a majority of the committee shall be the decision of the committee; but if the members of the committee (other than the chairperson) are equally divided in opinion, the chairperson shall be empowered to make a decision in the matter which shall be binding on both parties.

#### AWARD TO PREVAIL

11. Except as herein modified the terms and conditions of the N.Z. Clerical Workers Award shall continue to apply to workers covered by this Agreement.

#### TERM OF AGREEMENT

12. This Agreement shall be deemed to have come into force on the 14th March, 1980 and shall continue in force until the 13th March, 1981.

C. K. Morrison for Feltex Carpets (NZ) Ltd.

J. Slater for Wellington, Taranaki & Marlborough Clerical Administrative & Related Workers Industrial Union of Workers.

dated 29.5.80

#### SCHEDULE

(a) Scale of Severance Pay

0 — 6 months	2 weeks
6 — 12 months	3 weeks
1 — 1½ years	4 weeks
1½ — 2 years	4½ weeks

Thereafter a ½ week payment for each ½ year's completed service to a maximum of 23 weeks.

(b) Sick Pay

All workers who are entitled to sick leave shall be paid up to a maximum of 5 days for any sick leave which has not been taken at the date of termination.

#### MEMORANDUM

This collective agreement incorporates the terms of voluntary settlement arrived at by the parties and forwarded to the Court for registration pursuant to section 65 of the Industrial Relations Act 1973.

Having regard to prevailing circumstances the Court has, pursuant to section 92(2) of the Industrial Relations Act 1973, consented to the specified period for which this collective agreement is to continue in force being less than one year from the date of registration.

The attention of the parties is drawn to Part VII of the Industrial Relations Act 1973 as to disputes of rights; clause 10 of this agreement must be read in the light of the statutory code.

The Court has given its consent to the redundancy provisions contained in clause 9 for the purposes of Part IIIA of the Wage Adjustment Regulations 1974 as amended.

(L.S.)

D. S. Castle, Judge