

PENN ELASTIC (N.Z.) LIMITED 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 28th day of September 1964 between the Wellington District Woollen Mills, Knitting Mills and Hosiery Factories Employees' Industrial Union of Workers (hereinafter called "the union") of the one part, and Penn Elastic (N.Z.) Ltd. (hereinafter called "the employer") of the other part.

That, as between the parties hereto, the terms, conditions, stipulations and provisions contained and set out in the Schedule hereto shall be binding upon the said parties, and the said terms, conditions and provisions shall be and are hereby incorporated in and declared to form part of this agreement; that the said parties hereto shall observe and perform every matter and thing by this agreement and by the said terms, conditions, and provisions required to be 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. Any failure to observe the conditions, stipulations and provisions contained herein shall be deemed a breach of this industrial agreement.

SCHEDULE

Industry to Which Agreement Applies

1. This agreement shall apply to the work performed by the employees of Penn Elastic (N.Z.) Ltd.

Hours of Work

2. (a) The ordinary hours of work shall be 40 per week, eight hours per day, to be worked from Monday to Friday, both days inclusive, between the hours of 8 a.m. and 5 p.m., with a meal interval of not less than 45 minutes between 12 noon and 1 p.m.: Provided that the meal period may be reduced to not less than 30 minutes by agreement between the employer, the union, and the workers concerned.

(b) Adult male workers employed in making the necessary preparations for work of the factory or mill may be required to commence work not earlier than 7 a.m.: Provided that the daily or weekly hours herein prescribed shall not be exceeded without payment of overtime rates for any such excess.

(c) Subject to the provisions of the Factories Act 1946, three shifts of eight hours each day may be worked on five days of the week, Monday to Friday, both days inclusive: Provided that not more than four female workers at any one time may be employed on shifts that finish by 10 p.m. Females whilst on such shifts shall be paid the appropriate male rate of pay.

Unless otherwise arranged between the factory manager and the union, the recognised hour for starting work in each mill for shift-workers shall be the hour when the majority of the particular shift commences.

(d) No worker shall be employed for more than four and a quarter hours continuously without an interval of at least 30 minutes for a meal. Provided, further, that where shifts are worked outside the hours prescribed in subclause (a) of this clause, such shifts shall comprise eight hours' working time and a meal interval of half an hour, which meal interval shall be paid for at ordinary rates: Provided, also that where three shifts are worked, each shall be of eight hours which shall include a meal-break of one half-hour per shift which shall be paid for at ordinary rates.

(e) Where regular shifts are worked they shall, wherever practicable, rotate so that workers are employed alternately in weekly periods on day or night shift respectively.

(f) Where workers are on shift-work any part of which falls outside the normal hours prescribed in subclause (a) of this clause, they shall be paid 4s. 6d. per shift in addition to the ordinary rates of pay.

(g) Unless by arrangement with the union secretary, no shift-work shall be done by any person under the age of 18 years. No shift-work shall be done in any department, irrespective of whether or not it is fully staffed, which is not working the full weekly hours as prescribed in subclause (a) of this clause.

(h) Nothing in this agreement shall apply to foremen or forewomen. A foreman or forewoman is a salaried person who is in charge of a department or departments and who, having regard to the size of the factory, is not regularly and substantially employed on production. Not more than one foreman or forewoman may be classified as such in any one department.

(i) Hours of work on all shifts shall be displayed in all departments and any work performed outside of these hours shall be paid for at overtime rates.

Overtime

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

(b) Where a worker is required to work overtime after a meal break he or she shall be provided with a hot meal free of charge by the employer, or alternatively shall be paid a meal allowance of 5s. 3d. For the purpose of this clause a hot meal shall comprise freshly cooked meat, fresh vegetables and potatoes with bread and butter and tea or coffee.

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

Control of Factory

4. (a) Every 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.

(b) 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 hereinafter set forth: Provided that should any new process be introduced requiring the employment of workers not provided for in the classification set out in clause 5 hereof, the classification of such workers shall be fixed in accordance with the provisions of clause 17 of this agreement.

Wages

5. The minimum rates of wages for the undermentioned workers shall be:

Adult Males—

Less than 12 months continuous service in the industry, per hour—6s. 9d.

After 12 months continuous service in the industry, per hour—6s. 11d.

After five years continuous service in the industry, per hour—7s. 1d.

Adult Females—

5s. 4½d. per hour.

Junior Males—

	£	s.	d.	
Under 16 years of age	4	15	0	per week.
16 to 16½ years of age	5	5	0	per week.
16½ to 17 years of age	6	0	0	per week.
17 to 17½ years of age	6	15	0	per week.
17½ to 18 years of age	7	11	8	per week.

	On Day Shift		On Rotating Shift	
	s.	d.	s.	d.
18 to 19 years of age	4	6	5	3
19 to 20 years of age	5	0	5	9
20 to 21 years of age	5	9½	6	6½

Junior Females—

Per Week:

Age Commencing:	First Six Months	Second Six Months	Third Six Months	Fourth Six Months	Fifth Six Months	Sixth Six Months
	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.
Under 16 years	95 0	105 6	121 0	136 8	152 6	168 4
Over 16 years	105 0	115 10	131 8	146 8	162 6	175 0

Increase in Rates of Remuneration

6. The rates of remuneration determined by this agreement shall not be subject to the provisions of the general order of the Court of Arbitration dated 19 August 1964 and made under the Economic Stabilisation Regulations 1953.

Termination of Employment

7. In the case of hourly workers, 24 hours' notice, to include eight working hours, of the termination of employment shall be given by either party. In the case of weekly workers, one week's notice, consisting of 40 working hours, shall be given, but this shall not prevent the employer from summarily dismissing a worker for good cause. Where the employment is terminated by the worker without notice, or by the employer without notice or good cause, one day's wages in the case of hourly workers, and one week's wages in the case of weekly workers, shall be paid or forfeited in lieu of notice.

Deduction of Wages

8. No deduction shall be made from the wages of any worker covered by this agreement other than for time lost through sickness or default of the worker or through accident not arising out of or in the course of his employment.

Holidays

9. (a) The following shall be the recognised holidays: New Year's 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). Should any of the foregoing holidays, except Anzac Day, fall on a Saturday or Sunday, it shall be observed on the following Monday. When Christmas Day and New Year's Day fall on a Saturday or a Sunday, then Boxing Day and the day following New Year's Day shall be observed on the following Tuesday: Provided that when Anniversary Day falls on a Saturday a full day's pay may be given in lieu of transferring the holiday to another day.

(b) Payment for the said holidays shall be made at the same rate as for an ordinary working-day when any of the said holidays fall on or are observed upon an ordinary working-day—i.e., Monday to Friday both days inclusive.

(c) The payment for the said holidays shall be made to all persons who have been employed in the factory at any time during the fortnight ending on a day on which the holiday occurs.

(d) Any work done on any Sunday or on any of the holidays mentioned in subclause (a) of this clause shall be paid at the rate of double time. In respect of holidays this shall be in addition to the payment prescribed in subclause (b) of this clause.

Annual Holidays

10. (a) Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944.

(b) 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 that employer an annual holiday of three weeks instead of two weeks allowed under the Annual Holidays Act 1944.

General

11. (a) In time of slackness or overtime, work shall, where practicable, be evenly divided between the workers in their own departments.

(b) An employer shall not require any worker to do any work whatsoever off the working premises, and no worker shall consent to do any such work.

(c) When overtime is worked in any department, the allotted number of machines per worker shall not be more than the number worked during the hours of from 8 a.m. to 5 p.m. except with an appropriate adjustment of wages.

(d) The employer shall, on written request, at intervals of not less than three months, supply to the secretary of the union in the district 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 the time.

(e) Tea interval and smoko. An interval of ten minutes (away from the machines) without deduction of pay shall be allowed twice during each working period of eight hours. Tea, milk, and sugar shall be supplied by the employer free of charge.

(f) Every worker who commences or reports for work at the required starting-time shall be paid an ordinary day's pay if there is no work available, unless notice to this effect has been given on the previous day.

(g) All workers required to work between 6 p.m. and 7 a.m. or under artificial light shall be provided with suitable eye-shades upon application to the employer.

Dressing, Dining and Drying Rooms

12. (a) In all factories, dressing-rooms shall be provided for both male and female workers in which sufficient locker accommodation is provided to hang the street clothing of all workers employed. There shall also be provided a room with suitable couch accommodation for rest in cases of temporary indisposition of male and female workers.

(b) Adequate clean and well ventilated dining rooms shall be provided with sufficient accommodation for all workers employed.

(c) Sufficient and proper ablution facilities shall be provided at which hot and cold water is available at any time. All wash-basins shall be kept in a state of cleanliness.

Special Provisions

13. (a) An employee who is appointed as a first-aid man or woman and who holds a first-aid certificate or its equivalent shall be paid 9s. per week extra.

(b) The employers shall make available to their employees smocks or overalls on the following basis: An employee who purchases from the employer a smock or overalls shall, within two months, be supplied with an additional smock or pair of overalls free of charge. This service shall be repeated on the surrender of used smocks or overalls, with a minimum period of 12 months.

(c) When a worker becomes seriously ill on the job the employer shall provide him with free transport to his home, or hospital, whichever is necessary.

(d) All tools necessary for all work in the factory shall be provided free of charge to the employees and shall remain the property of the employer.

(e) All floors near or around machines shall be kept in as clean a condition and as free from oil or grease as possible.

(f) A reasonable temperature shall be maintained in each workroom.

Pay Day

14. (a) Wages shall be paid weekly, not later than Thursday and within working hours: Provided that where a holiday falls and is observed on a Thursday or Friday, pay day shall not be later than Wednesday of that week.

(b) Full details of earnings and deductions shall be supplied to each employee.

Higher Duties

15. Any worker called upon to perform any work for which a higher rate is prescribed than his or her usual rate of pay shall be paid such higher rate for the time he or she is so employed.

Dangerous Work

16. A worker covered by this agreement shall not be required to work unless some other worker is in sight or within call.

Factories Act

17. All the provisions of the Factories Act 1946 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.

Disputes

18. (a) 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.

(b) If any dispute shall arise in connection with the operation of this agreement, the question shall be referred to representatives of the employer and representatives of the union for settlement.

(c) Where such representatives cannot agree, the matter in question shall be referred by either party to the Conciliation Commissioner for the district for a decision. When the Commissioner gives his decision on any matter referred to him, it shall be binding on the parties, unless an appeal is lodged. Either party shall have the right to appeal to the Arbitration Court against any such decision by the Commissioner within 14 days after it has been given.

Right of Entry

19. The secretary, or other authorised officer of the union of workers shall be permitted on request to the employer to enter at all reasonable times upon the premises and/or works of any employer bound by this agreement and there interview any worker, but not so as to interfere unreasonably with the employer's business.

Unqualified Preference

20. (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 the union 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 the 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 the 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 the 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 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 purposes 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 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.)

Underrate Workers

21. Court's clause.

Term of Agreement

22. This agreement in so far as it relates to wages, shall be deemed to have come into force on the 29th day of September 1964 and as far as all other conditions are concerned it shall come into force on the day of the date hereof and shall continue in force until the 1st day of October 1965.

Signed on behalf of Penn Elastic (N.Z.) Ltd., as employer:

S. P. WESTBY, Manager.

Signed on behalf of the Wellington District Woollen Mills, Knitting Mills and Hosiery Factories Employees' Industrial Union of Workers:

GEO. H. DELANEY, Secretary-Treasurer.
