

KAWA WOOL CO. (1964) LTD., FEILDING, WOOLSCOURERS: AGREEMENT  
UNDER THE LABOUR DISPUTES INVESTIGATION ACT 1913

This industrial agreement made in pursuance of the Labour Disputes Investigation Act 1913, this 12th day of May 1969 between the Kawa Wool Co. (1964) Ltd., Feilding, (hereinafter referred to as "the employers") of the one part, and the Kawa Wool Co. Ltd., Employees' Society (hereinafter referred to as "the society") of the other part, wherein it is mutually agreed by and between the parties as set out below:

1. That the terms and conditions, stipulations and provisions contained and set out in the schedule hereto shall be binding on the said parties and that they shall be deemed to be and are hereby 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 and stipulations, but shall in all respects abide by and perform the same.

SCHEDULE  
APPLICATION AND SCOPE

1. This agreement shall apply to the woolscouring operations, carried out in the premises of the Kawa Wool Co. (1964) Ltd., of Feilding.

HOURS OF WORK

2. (a) An ordinary week's work shall consist of 40 hours worked on five days of the week, Monday to Friday inclusive, between the hours of 7 a.m. and 5 p.m., but the daily starting time may be varied from 7 a.m. to 6 a.m. by mutual agreement.

(b) Shifts of 8 hours may be worked on five days of the week. A shift shall consist of 8 consecutive hours including 20 minutes crib-time and two "smoke-ohs". Workers shall be entitled to a change of shift on alternate fortnights.

(c) Where any workers on shift work are required to work any portion of their shift between the hours of 6 p.m. and 6 a.m. they shall be paid 52c per shift in addition to the wages prescribed elsewhere in this agreement.

(d) Unless with the consent of the society, no worker under the age of 18 years shall be allowed on night shift.

MEALS

3. (a) A half-hour shall be allowed for all meals except where otherwise mutually arranged.

(b) Where workers begin work prior and up to, but not after 5 a.m. they shall be allowed 20 minutes for breakfast without deduction of pay (not applicable to night shift).

(c) Where any worker has been engaged to work a maximum of two hours overtime and is then required for unexpected additional overtime, he shall, in addition to the overtime paid, be paid 47c meal allowance.

OVERTIME

4. Except where otherwise provided, all time worked outside or in excess of the hours mentioned in clause 2 hereof in any day, shall be paid for at the rate of time and a half for the first three hours, and double time thereafter. Any work done on Saturday shall be paid for at the rate of time and a half for the first four hours and double time thereafter, provided also that all work done after 12 noon on a Saturday shall be paid for at double rates.

HOLIDAYS

5. (a) All workers shall receive and be paid for the following holidays in each year: New Year's Day, 2nd January, Good Friday, Easter Monday, Anzac Day, birthday of the reigning Sovereign, Labour Day, Anniversary Day of the Province of Wellington, Christmas Day and Boxing Day.

(b) All holidays mentioned in subclause (a) hereof, shall be subject to the conditions of

the Factories Act 1946, and shall be paid for in accordance with the provisions of such Act, and for the purpose of this subclause, Anniversary Day shall be treated as a holiday under the Factories Act.

(c) All time worked on holidays mentioned in subclause (a) hereof, shall be paid for at double rates in addition to the ordinary rates payable in subclause (b) hereof.

(d) All time worked on Sundays shall be paid for at double rates.

(e) The holidays referred to in subclause (a) hereof, shall be subject to the provisions of the Public Holidays Act 1955.

(f) In addition to the holidays specified in subclause (a) of this clause, holidays shall be allowed as provided in the Annual Holidays Act 1944 and its amendments, provided however that:

(1) After the completion of seven years continuous employment with the employer, each worker shall be entitled to three weeks on full pay for each subsequent year's employment.

(2) Workers who have been engaged on night shift work shall be entitled to one further day's holiday for each two consecutive months on such shift, with a maximum of five additional paid holidays. Nothing in this provision shall however, be interpreted to grant more than a maximum total of three week's annual holiday.

#### WAGES

6. (a) The following shall be the minimum rates of pay for workers 18 years of age or over:

	Per Hour
	c
Woolsorters	94.35
Leading Hands	94.35
Storeman	94.35
Woolpressers (Hydraulic)	89.63
All Other Workers	87
Trainee Woolsorters	89.63

Thereafter 94.35 if work is of a continuous satisfactory standard. The employer, may, at his discretion, increase a trainee woolsorters rate of pay to woolsorters pay before the expiration of the 12 month period. The proportion of trainee woolsorters employed shall not be more than one trainee to three or fraction of three woolsorters employed.

Where any worker on a job paying a higher rate of wages, is removed from that job for a good and sufficient reason, and then re-employed on work at a lower rate of pay, then his ruling rate of pay shall be at the lesser rate, provided that such re-employment is of a permanent nature.

(b) Workers cleaning out filters or drains shall be paid 8c an hour extra while so employed.

(c) During the scouring of greasy dagwool or lines containing 50 percent or more of such dagwool all workers who are required to handle the dagwool, or work in the dust created thereby, shall receive 8c an hour while so employed.

#### PIECEWORK

7. The rates of pay for piecework, if any, shall be arranged between the employer and the society.

#### EMPLOYMENT OF YOUTHS

8. (a) Boys and youths may be employed at not less than the following rates of pay:

	Per Hour
	c
16 - 17 years	53.40
17 - 18 years	62.85

and thereafter the minimum rates for workers as set out in clause 6 (a).

- (b) No youth shall have his present wage reduced by the operation of this clause.  
 (c) The proportion of youths to adult workers shall not exceed one youth to three adults.

#### PAYMENT OF WAGES

9. (a) Wages shall be paid weekly in the employer's time.  
 (b) Two days lie time shall be allowed.  
 (c) Any error or omission in the pay sheet shall be adjusted within 48 hours, unless an employee so affected agrees to have the adjustment made in the following week's pay.  
 (d) A printed pay envelope shall be supplied to each worker with details of the manner in which his wages have been calculated. Such details shall comprise of the total number of hours worked, gross earnings, tax and other deductions, and nett earnings.  
 (e) Where a statutory holiday falls on a Friday, wages shall be paid on the Wednesday previous.

#### SICK PAY

10. (a) After one year's continuous employment any worker becoming sick, will receive half pay for the first two days. Thereafter, only on production of a doctor's certificate, half pay will continue to be paid for up to a maximum of two weeks per year.  
 (b) A maximum of 10 days sick pay per year will be paid without production of a doctor's certificate, provided that each absence is of no longer duration than two continuous days and that the employee has been engaged no less than one year.

#### REGISTER OF EMPLOYEES

11. The employer shall keep a book showing the names and addresses of all workers, hereafter employed, together with the dates of commencement and cessation of employment. This book shall be accessible to the president of the society, with the consent of the employer at all reasonable times.

#### GENERAL CONDITIONS

12. (a) A "smoke-oh" of not more than 10 minutes shall be allowed in the morning and afternoon without deduction from wages.  
 (b) Workers shall be provided with aprons and three pair of gumboots for each scour line. A clothing allowance of 52c per week will be paid quarterly to each worker provided that the employee has been engaged no less than three months. However, the Management reserves the right to see that workers are suitably attired, insofar particularly that workers refrain from wearing loose or sloppy clothing which may jeopardise their safety with moving parts of the machinery.  
 (c) Any worker who, not having been informed before leaving work that there would be no work the following day, presents himself for work, shall in the event of there being no work, receive not less than two hours pay.  
 (d) Any worker who leaves the factory at the end of a day's work, is called back to work overtime, shall be paid a minimum of two hours at overtime rates of pay.  
 (e) Full and proper provision shall be made for lavatory accommodation, which shall be kept clean and tidy to the satisfaction of the local Inspector of Factories.  
 (f) A supply of boiling water suitable for refreshments shall be available at mealtimes. Facilities for heating food shall be provided by the employer.  
 (g) Water of good quality suitable for drinking shall be provided.  
 (h) (1) The employer shall provide separate rooms for:  
     (a) Dining.  
     (b) Changing.  
     (c) Washing and showering.  
     (d) Provision for drying clothes.  
     (2) The dining room, dressing room and shower room facilities shall be of a standard approved by the local Inspector of Factories.  
 (3) It shall be the responsibility of the employer to see that the above accommodation

is kept clean and that the dining room accommodation is cleaned daily.

(4) The society shall appoint a member of its committee whose duty it shall be to see that the workers do everything in their power to maintain the dining, dressing and washroom in a clean and tidy condition.

(i) Where required each worker shall be supplied with a locker.

(j) A first aid outfit, suitably equipped shall be kept in a place accessible to all employees.

#### RIGHT OF ENTRY

13. The president or secretary of the society shall, with the consent of the employer, be entitled to interview any worker for the purposes of this agreement, but not so as to unreasonably interfere with the employers business.

#### DISPUTES

14. Anything not provided for in this agreement, or any dispute that may arise over anything that is provided for in this agreement, shall be mutually arranged between two representatives of the society and two representatives of the employer, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right of appeal to the Court of Arbitration against a decision of any such committee, upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

#### WORKERS TO BE MEMBERS OF SOCIETY

15. It shall not be lawful for the employer to employ for longer than seven days, or continue to employ in any position or employment subject to this agreement, any person who is not for the time being a member of the society bound by this agreement. On engagement, the employer shall instruct the employee to join the society immediately and should he fail to do so within seven days, the society president shall notify the employer who shall immediately terminate the engagement.

#### EMPLOYER'S RIGHT

16. Nothing in this agreement, except the provisions of clause 15 mentioned above, shall be construed to affect in any way, the employer's right to engage the services of any worker or terminate his employment at the employer's discretion.

#### EXEMPTIONS

17. This agreement shall not apply to foremen, engineers, maintenance staff or technicians.

#### GENERAL WAGE ORDER

18. The General Wage Order of 1st December, 1966, granting a two and a half percent increase on specified salaries and wages is included in the rates of pay in this agreement.

The General Wage Order of 19th Day of August, 1968, granting a 5. % increase on specified minimum Award Rates is also included in the Rates of Pay in this agreement.

#### TERMS OF AGREEMENT

19. This agreement shall have been deemed to have come into force on 1st June, 1969, and so continue until 31st May, 1970.

In witness whereof the parties hereto have executed these presents this 12th day of May, 1969.

For and on behalf of the Kawa Wool Co. Employees Society:

D. N. True, President.

H. W. Kraiger, Secretary.

For and on behalf of the Kawa Wool Co. (1964) Ltd.:

N. O. Thomas, Director.

C. L. Biel, Manager.