

LEATHER BOARD MANUFACTURING EMPLOYEES—INDUSTRIAL AGREEMENT

[Filed in the Office of the Clerk of Awards, Christchurch]

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 24th day of November 1959, between Leatherboard Industries Limited, Christchurch, and the New Zealand Federated Footwear Trade Industrial Association of Workers.

SCHEDULE

Industry to Which Agreement Applies

1. This agreement shall apply to the manufacture of reconstituted leather.

Hours of Work

2. The ordinary hours of work shall not exceed 40 per week nor eight per day to be worked on the five days of the week, Monday to Friday both days inclusive, between the hours of 7 a.m. and 5 p.m. for males and 8 a.m. and 5 p.m. for females.

Shifts

3. Shifts may be worked if required on terms to be arranged between the employer and the union.

Overtime

4. All time worked outside or in excess of the hours prescribed in clause 2 hereof shall be overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter: Provided that when overtime is worked on Saturday morning the rates shall be time and a half for the first four hours and double time thereafter. All overtime shall be calculated on a daily basis.

When overtime is worked on Saturdays a minimum of four hours work shall be made available.

When a worker is required to work overtime one hour after his usual time for ceasing work and has not been notified on the previous day, he shall be paid the sum of 5s. meal money. If such a worker is notified that he is to work and overtime is not worked such worker shall be paid an allowance of 5s.

Wages: Male Workers

5. The minimum weekly wage for male workers employed in this industry shall be £12 13s. 4d.

Men appointed in writing to be in charge of other workers and give instructions shall be classed as leading hands.

Leading hands shall be paid at the rate of £13 0s. 10d. per week.

Wages: Female Workers

6. Except as otherwise provided hereunder in this agreement, females may be employed on operations in the industry at a weekly minimum rate of £8 12s. 6d.

Females shall not be employed on wet mill or Hollander mixing operations.

Females may be employed as reliefs on vacuum tank operations, but shall not be so engaged on this operation for more than one hour per day.

Females employed on dry grinder operations shall be paid an additional dust allowance of 10s. per week.

7. The following holidays shall be allowed without deduction from wages:

A whole holiday on every Christmas Day, Boxing Day, New Years Day, 2 January, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, Anniversary Day or a day in lieu thereof.

In the event of a holiday, other than Anzac Day, falling on a Saturday or 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.

All work performed on any of the above-mentioned holidays shall be paid for at double rates. This payment shall be in addition to the weekly wage to which the worker is entitled.

All work performed on Sundays or Saturday afternoons shall be paid for at double rates.

Annual Holidays

8. Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944, provided however, that on completion of 10 years continuous service, and on completion of each subsequent year of service, the period of annual holidays shall be three weeks.

Terms of Employment

9. The employment shall be deemed to be a weekly employment and no deduction shall be made from the weekly wages except for time lost through the worker's sickness, accident, or default.

Twenty-four hours' notice of the termination of the services of the worker shall be given by the employer to the worker or by the worker to the employer. Where the employment is terminated without the requisite notice one day's wages shall be paid or forfeited as the case may be. This, however, shall not prevent the summary dismissal of a worker for serious misconduct.

Wages shall be paid on or before Thursday in each week and within working hours.

Where a holiday falls on the usual pay day, wages shall be paid out on the preceding day.

Incentive Schemes

10. Where a new bonus or piecework scheme is proposed to be put into operation, the conditions of such scheme shall be as mutually agreed upon between the union, representatives of the workers in the factory concerned and the employer, but in either case at such rates as shall enable an average worker to earn at least 20 per cent more than the minimum agreement rate.

General Conditions

11. Suitable provision shall be made for workers to hang their clothes. If any dispute shall arise concerning the said provisions, it shall be referred to a committee consisting of two representatives of the workers and two of the employer's or referred to the Conciliation Commissioner for settlement.

Adequate dining room accommodation shall be provided.

A notice board shall be provided in a prominent position for the display of union notices.

A suitably furnished place shall be provided for the use of females.

A properly equipped first-aid outfit shall be readily accessible to all workers while work is being carried on in the factory.

Provision shall be made for the removal of dust and, where necessary, provision shall be made for the removal of fumes.

A 10 minute rest period shall be allowed morning and afternoon to all workers.

Boiling water shall be provided at rest periods and at meal-times.

Washing facilities, including wash-hand basins, with hot and cold water laid on, soap and towels, shall be provided by the employer.

Female workers shall be provided with two smocks to be replaced when necessary. Overalls of a type suitable for the job being performed shall be provided for male workers. Gloves shall be provided where necessary. Where required gumboots shall also be provided.

It is a condition of employment under this agreement that the worker shall pay all union dues to the employer, who shall remit them to the union. By arrangement with the worker the employer may deduct union dues from the wages of the workers.

Disputes Committee

12. The essence of this agreement being that the work of the employer shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties on any matter not provided for in this agreement, such dispute or difference shall be settled between two representatives of the employer concerned and two representatives of the union, and in default of any agreement being arrived at, then such dispute shall be referred to an independent chairman mutually agreed upon or, failing that, to the Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the chairman or Conciliation Commissioner, may appeal to the Court within 14 days after such decision shall have been communicated to the party desiring to appeal.

Workers to be Members of Union

13. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, it shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement.

(b) For the purposes of sub-clause (a) of this clause a person of the age of 18 years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this agreement for workers of the age of 21 years and upwards, shall be deemed to be an adult.

(c) Every person who being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union, commits a breach of this agreement, and shall be liable accordingly.

(NOTE—Attention is drawn to section 174 (3) of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

Under Rate Workers

14. (a) Any worker who, through old age or permanent disability, is 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 to the secretary of the union.

(b) Such permit shall be for such period, not exceeding six months, as shall be determined 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.

(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.

Copy of Agreement to be Posted Up

15. Every employer shall, during the continuance of this agreement, keep a copy thereof posted up in each department in a position suitable for reading at all reasonable times by the workers.

Right of Entry

16. (a) The secretary or other authorised officer of the union 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.

(b) The employer shall make available to the secretary of the union at the office of the employer, the names of all workers engaged within the previous month.

Scope of Agreement

17. This agreement shall apply to the parties named herein and shall operate in the Canterbury Industrial District.

Term of Agreement

18. This agreement in so far as the provisions relating to rates of wages are concerned, shall be deemed to have come into force as from the 25th day of November 1959, and in so far as all other provisions of the agreement are concerned, it shall come into force on the day of the date hereof; and shall continue in force until the 24th day of November 1960.

Dated at Christchurch this 24th day of November 1959.

Signed on behalf of the Leatherboard Industries Limited—

E. A. JUSTICE.

Signed on behalf of the New Zealand Federated Footwear Trade Industrial Association of Workers—

G. ROBINSON.