

THE FLETCHER INDUSTRIES LTD. (LINSEED PRODUCTS DIVISION), DUNEDIN,
EMPLOYEES—INDUSTRIAL AGREEMENT

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

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act this 26th day of November 1958, between the Otago and Southland Manufacturing Chemists, Preserved Foods, Jam and Starch Factories Employees Industrial Union of Workers, The New Zealand Engine Drivers, River Engineers, Marine Engine Drivers, Greasers, Firemen and Assistants' Industrial Union of Workers, 33 Jetty Street, Dunedin (hereinafter called the unions) of the one part and the Fletcher Industries Ltd. (Linseed Products Division) Parry Street, Dunedin (hereinafter called the employer) 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 in contradiction of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

SCHEDULE

Industry to Which Agreement Relates

1. This agreement shall apply to the conditions of employment of workers employed in connection with the production of linseed oil and related products.

Hours of Work

2. (a) The ordinary hours of work for seed, meal, and oil store workers, and factory workers (other than shift workers) shall not exceed 40 per week, nor more than eight per day on the five days of the week Monday to Friday inclusive between the hours of 8 a.m. and 6 p.m.

(b) The ordinary hours of work for factory shift workers and boiler house workers shall not exceed 40 per week to be worked on five days of the week inclusive of not more than eight hours per day inclusive of half an hour for a meal. Work shall be performed in three shifts and shifts shall rotate. When shifts are required to be worked on Saturday and Sunday three hours at time and a half rates shall be paid and five hours at double rates shall be paid on Saturday and on Sunday all time worked shall be paid for at double rates.

Overtime

3. (a) Time worked 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 in any one day and at double time rates thereafter.

(b) Time worked on Sunday shall be paid for at double rates.

(c) Meal money at the rate of 4s. 3d. per meal shall be allowed, workers required to work overtime beyond one hour after their usual daily time for ceasing work or after 1 p.m. on Saturday or Sunday.

The provisions of clause (5) (Increase in Rates of Remuneration) shall not apply to the payment provided for by this sub-clause.

	<i>Wages</i>	<i>Per Hour</i>	
		s.	d.
4. (a) Refinery Worker	5	2½
Expeller Room Operator	5	2½
Stock Food Mixer	5	2½
Duroid Varnish Maker	5	2½
Pellet Mill Operator	5	2½
All other workers	5	0

(b) Workers required by the nature of their work to hold a certificate pursuant to section 37 of the Boilers, Lifts, and Cranes Act 1950 shall be paid 5s. 4½d. per hour.

(c) After 12 months continuous service the rates prescribed in (a) and (b) are to be increased by 1d. per hour.

(d) After four weeks continuous service a worker shall be deemed to be a weekly worker.

(e) A shift allowance of 3s. 9d. per shift extra shall be paid for shifts worked outside the ordinary hours – 8 a.m. to 5 p.m. – provided that when more than eight hours are worked a proportionate amount extra shall be paid according to time worked.

(f) Leading hands shall be paid 5d. per hour extra.

(g) Wages shall be paid in cash weekly in the employer's time.

Increase in Rates of Remuneration

5. The rates of remuneration determined by this agreement shall be increased to the extent and in the manner prescribed by the general order of the Court made under the Economic Stabilisation Regulations 1953, and dated the 26th day of October, 1956.

Holidays

6. (a) The following holidays shall be allowed and paid for: Christmas Day, Boxing Day, New Year's Day, the day following New Year's Day, Labour Day, Anzac Day, Anniversary Day, the birthday of the reigning Sovereign, Good Friday and Easter Monday: Provided that some other day may be substituted for Anniversary Day on the mutual agreement of the employer and the workers' union.

(b) Work performed on any of the above days shall be paid for at double ordinary rates.

(c) 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.

(d) Except as provided in the next sub-clause workers shall be allowed two weeks annual holiday at ordinary pay as provided in the Annual Holidays Act 1944.

(e) Regular shift workers and workers who have 10 years' service shall be allowed three weeks annual holiday at ordinary pay provided that by agreement between the employer and the worker concerned the holiday may be taken in two periods.

(f) Any worker whose employment is terminated and who has less than 12 months service shall be granted an allowance for annual holidays proportionate to the time served.

General Provisions

7. (a) Suitable dining and sanitary accommodation shall be provided for all workers and a suitable place for workers to change and store their clothing.

(b) The employer shall supply gloves and footwear where necessary.

(c) A suitable first aid kit shall be kept and maintained in a place accessible to workers at all times when work is being carried out.

(d) Ten minutes shall be allowed for refreshment morning and afternoon.

(e) In the case of weekly workers as defined in (4) (d) one week's notice of termination of employment shall be given by either the employer or the worker, and in the case of hourly workers one hour's notice shall be given by either the employer or the worker, but nothing herein contained shall prevent the employer from summarily dismissing a worker for wilful misconduct.

(f) Workers shall be supplied with aprons or overalls as may be reasonably necessary. Where such protective clothing is, in the opinion of the employer, necessary, the employer shall decide whether an apron or overall or both shall be used on any particular work.

(g) Any worker required to work on the stack, stacking or unstacking sacks, which would allow for an unbroken fall of 12 ft. or more shall be entitled to an extra rate in accordance with the following scale for the time so employed:

From 12 ft to 20 ft	2 $\frac{1}{4}$ d. per hour.
Over 20 ft	3 $\frac{1}{2}$ d. per hour.

Travelling Time

8. Any shift worker required to commence or to cease work after the cessation of public wheeled traffic or before the ordinary time of starting of such traffic shall be paid one hour's pay at ordinary rates as travelling time.

Dirt Money

9. (a) When workers are required to enter flues or back end smoke boxes for the purpose of cleaning them or to chip and/or clean the interior of boilers they shall be paid 1s. 2d. per hour extra. When they are required to clean tubes with brush or scraper they shall be paid 2s. 4d. per day extra.

(b) Conditions to apply to any particular job which is unusually dirty shall be arranged between the employer and the secretary of the union.

Laboratory Assistant

10. At the discretion of the employer it is agreed that a chemist on the laboratory staff may be transferred into the factory to assist in those departments where a chemist's knowledge is necessary to maintain maximum technical efficiency and such worker shall not be subject to the provisions of this agreement irrespective of the nature of the work he may for the time being carry out. Not more than one such worker shall be employed in the factory except by agreement between the union and the employer.

Right of Entry

11. The secretary or other authorised official 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.

Workers to be Members of Union

12. It shall not be lawful for the employer to employ or to continue to employ in any position or employment subject to this agreement any person who, for the time being, is not a member of the appropriate union subject and party to this agreement.

The employer shall on request, but not oftener than once in each three months, supply a list of workers subject to the agreement to the secretary of the union.

Under-rate Workers

13. Should any worker consider himself incapable of earning the full rates of wages herein prescribed such worker may agree in writing, subject to the approval of the union, with the employer to accept such lower rates as may be approved by the union. Such agreement shall not be for a period longer than six months, but may be reviewed and extended on the agreement of the employer, the union, and the worker for such further period as may be agreed upon.

Disputes

14. Any dispute in connection with any matter not specifically provided for in this agreement shall be settled between the employer and the secretary of the union and in default of any agreement shall be referred to the Conciliation Commissioner for the district who shall either decide the same or refer it to the Court. Should either party be dis-satisfied with the decision of the Commissioner he may appeal to the Court of Arbitration within 14 days of the receipt of such decision by the party desiring to appeal.

Scope of Agreement

15. This agreement shall apply to the linseed oil and related products undertaking controlled by the Fletcher Industries Ltd. at Dunedin

Term of Agreement

16. This agreement insofar 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 October 1958, and so far as all other provisions of the agreement are concerned, it shall come into force on the 26th day of November 1958, and this agreement shall continue in force until the 31st day of March 1960.

In witness whereof the parties hereto have executed these presents the day and the year first before written.

Signed for and on behalf of the Fletcher Industries Ltd. (Linseed Products Division):

C. M. GURR, Secretary.

Witness—L. E. Heron.

Signed for and on behalf of the Otago and Southland Manufacturing Chemists, Preserved Foods, Jam and Starch Factories Employees Industrial Union of Workers:

W. C. McDONNELL, Secretary.

Witness—J. Stead.

Signed for and on behalf of the New Zealand Engine Drivers, River Engineers Marine Engine Drivers, Greasers, Firemen and Assistants' Industrial Union of Workers:

W. C. McDONNELL, Secretary.

Witness—J. Stead.