

THE FLETCHER INDUSTRIES LTD. RICcarton CEMENT-ASBESTOS AND
TRANSLUCENT SHEETING 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 28th day of November 1961, between the Canterbury General and Builders' Labourers' and Related Workers' Industrial Union of Workers (Registered), (hereinafter called the union) of the one part, and the Fletcher Industries Ltd. Riccarton (hereinafter referred to as 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 said parties, and they shall be deemed to be and are hereby incorporated in and 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, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement 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 manufacture of translucent sheeting and of asbestos-cement sheeting and any other article or product manufactured from a combination of these materials.

Hours of Work

2. Forty hours shall constitute a week's work. The ordinary hours of work shall be eight each day on five days of the week, Monday to Friday inclusive, to be worked between the hours of 7.30 a.m. and 5 p.m. with one hour for lunch. The meal interval may be varied by mutual arrangement between the parties but shall not be less than 30 minutes.

Shift Work

3. (a) Ordinary hours of work for shift-workers, shall not exceed 40 hours per week of five eight hour shifts.

(b) A shift worker shall not be required to work more than five hours without an interval of at least half an hour for a meal. Time worked in excess of five hours without a break for a meal shall be paid for at overtime rates until a meal break is allowed.

(c) An allowance of 4s. per shift in addition to the rates prescribed in clause 5 shall be paid to shift-workers with the exception of those workers on the day shift.

(d) Afternoon and night shift-workers shall observe holidays on the afternoon or night of the holiday on which their shift hours substantially fall.

Overtime

4. (a) Time worked on any day outside or in excess of the hours specified in clause 2 hereof shall be considered to be overtime and shall be paid for at the rate of time and a half for the first three hours worked on Monday, Tuesday, Wednesday, Thursday, Friday, or Saturday and double time thereafter.

(b) In the case of shift-workers, time worked in excess of eight hours per shift or in excess of five shifts per week shall be deemed to be overtime, and shall be paid for in accordance with the rate prescribed in preceding subclause (a) hereof.

(c) Any time worked (other than shift-work) before 7.30 a.m. or after 5 p.m. Monday to Friday inclusive, shall be considered as overtime, and shall be paid for as provided in preceding subclause (a) hereof.

(d) All time worked on Sunday shall be paid for at double ordinary rates with a minimum payment as for two hours work.

| | | <i>Wages</i> | | s. | d. |
|----|---|--------------|--|----|-----|
| 5. | Green sheet department— | | | | |
| | Deputy foreman | | | 7 | 7½ |
| | Wet machine attendant— | | | | |
| | Afternoon shift | | | 7 | 3 |
| | Day shift | | | 7 | 2 |
| | Leading hand— | | | | |
| | Raw material handler | | | 6 | 9 |
| | Instruction and relief wet machinist | | | 6 | 9 |
| | Spearman— | | | | |
| | First class | | | 6 | 9 |
| | Second class | | | 6 | 7½ |
| | Beater operator | | | 7 | 0½ |
| | Corrugating machine operator | | | 6 | 9 |
| | Processing department— | | | | |
| | Deputy foreman | | | 7 | 7½ |
| | Leading hands— | | | | |
| | Afternoon and night shifts | | | 7 | 2 |
| | Day shifts | | | 7 | 0½ |
| | Cratemaker | | | 6 | 9 |
| | Punch press operator | | | 6 | 7½ |
| | Fork truck operator | | | 6 | 7½ |
| | Moulding shop— | | | | |
| | Deputy foreman | | | 7 | 4½ |
| | Moulder— | | | | |
| | First class | | | 6 | 10½ |
| | Second class | | | 6 | 7½ |
| | Band saw operator | | | 6 | 7½ |
| | Dispatch department— | | | | |
| | Leading hand— | | | | |
| | Moulding crating | | | 6 | 10½ |
| | Dispatch | | | 6 | 10½ |
| | Dispatch driver | | | 6 | 7½ |
| | Dispatch hand | | | 6 | 7½ |
| | Translucent sheeting department— | | | | |
| | Deputy foreman | | | 7 | 7½ |
| | Mixer | | | 6 | 10½ |
| | Process workers | | | 6 | 9½ |
| | All departments— | | | | |
| | All workers not otherwise specified | | | 6 | 6½ |

The foregoing rates include all payments for dirt money or other conditions of each job unless other penalties are specifically mentioned in this agreement.

Youths and Females

6. (a) *Youths*—Youths may be employed, subject to the provisions of the Factories Act and its amendments, in the factory. Immature youths shall not be employed on heavy or laborious work. The following shall be the minimum rates of pay:

| | £. | s. | d. |
|------------------------|----|----|----|
| Under 16 years | 5 | 10 | 0 |
| 16-16½ | 6 | 0 | 0 |
| 16½-17 | 6 | 10 | 0 |
| 17-17½ | 7 | 0 | 0 |
| 17½-18 | 7 | 10 | 0 |
| 18-18½ | 8 | 5 | 0 |
| 18½-19 | 9 | 0 | 0 |
| 19-19½ | 9 | 15 | 0 |
| 19½-20 | 10 | 10 | 0 |

Thereafter full adult rate.

(b) *Females*—Females of the age of 20 years and upwards may be employed in any department at 75 per cent of the adult male rate according to classification, as specified, in clause 5 hereof.

Annual Holidays

7. All workers shall be entitled to an annual holiday on pay as provided in the Annual Holidays Act 1944.

Holidays

8. (a) The following shall be recognised holidays which shall be paid for at ordinary rates, except when the holidays fall on a day other than an ordinary working day. New Year's day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, Christmas Day, Boxing Day, and Show Day.

(b) The employer shall pay wages for the above holidays to all workers performing work coming within the scope of this agreement who have been employed by him at any time during the fortnight ending on the day on which the holiday occurs.

(c) Where any worker has been employed upon work by more than one employer during the fortnight ending on the day on which any of the above holidays occurs, he shall be entitled to receive proportional payment for the holidays assessed on the basis of one-tenth of an ordinary day's pay for each such holiday for each such day employed during that fortnight.

Workers who have not been employed elsewhere during that fortnight or who terminate their employment and are not taking up other employment during that fortnight shall if required by the employer declare such facts in writing and will then be paid the full holiday payment.

(d) 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.

(e) Except as otherwise provided any work done on any of the above holidays shall be paid for at double time rates with a minimum payment as for two hours work.

Termination of Employment

9. One week's notice by either party shall terminate the employment. Where the prescribed notice is not given one week's wages shall be paid or forfeited as the case may be. The employer shall have the right to summarily dismiss a worker for wilful misconduct.

Crib-time

10. Ten minutes in the morning and 10 minutes in the afternoon and the corresponding breaks for shift-workers shall be allowed as crib time.

Payment of Wages

11. (a) Wages shall be paid weekly not later than Thursday of each week, during working hours. All waiting time shall be paid for.

(b) When a worker is discharged, he shall be paid without delay, and when a worker leaves the job, he shall be paid within 24 hours of leaving. All waiting time beyond the prescribed time shall be paid for at ordinary rates.

General Provisions

12. (a) All workers shall be entitled to receive on request, one pair of overalls after three months' continuous service with the employer and one pair at the end of each succeeding period of six months' continuous service thereafter.

(b) Beater room hands shall be provided with gloves. Goggles and respirators shall be provided on request.

(c) Wet machine hands shall be provided with gloves and clogs where necessary.

(d) Workers shall be provided with gloves or mits where necessary and workers stripping moulds (corrugates) shall be supplied with aprons on request.

(e) Workers required to clean out tanks, pits and drains shall be supplied with knee or thigh gum boots.

(f) Where workers are required to work outside in wet weather, they shall be supplied with oilskin coats, leggings and sou'westers.

(g) Piece and contract work shall be prohibited.

(h) Female workers shall be provided with smocks, or other adequate protective clothing.

(i) Any employee issued with protective clothing as required in this clause may be required to sign an appropriate receipt and is responsible for such apparel. On request for replacement or on termination such apparel must be returned otherwise the employee is liable for cost of same fair wear and tear excepted and this cost may be deducted from any wage due to such employee.

Meal Money

13. (a) The employer shall allow meal money at the rate of 5s. per meal to workers required to work overtime beyond two hours after the usual time for ceasing work, provided such workers cannot reasonably get home for their meals, and provided further, that they have not been notified of such overtime on the day preceding the day on which they are required to work overtime.

(b) Where workers are required to work by the employer during the regular meal-times, they shall be paid time and a half rates for the time so worked: Provided that in no case shall a worker be employed for more than five hours without being given the time usually allowed for a meal.

Accommodation

14. (a) The employer shall provide accommodation to enable the workers to change and dry their clothes and have their meals, with facilities for boiling water at meal-times. Adequate sanitary accommodation, including a constant supply of water for washing and drinking purposes, shall be provided by the employer.

(b) A weatherproof bicycle stand shall be provided for bicycles only.

Accidents

15. Modern first-aid emergency cases, fully equipped, shall be kept in convenient and accessible places in the establishment.

Tools

16. All tools shall be supplied by the employer and shall remain the property of the employer. Workers employed under other awards shall be covered by the provisions of said other awards, and shall comply with same.

Under-rate Workers

17. (a) Any worker who considers himself 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, after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose: and such inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such inspector or other person shall determine, 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: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability, it may be fixed for such longer period as such inspector or other person shall think fit.

(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 the employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Workers to be Members of Union

18. (a) It shall not be lawful for an employer bound by this agreement to employ, or to continue to employ, in any position or employment subject to this agreement, any person, who is not for the time being, a member of an industrial union of workers bound by this agreement.

(b) It shall be a breach of this agreement for any worker to accept employment and work under this agreement without becoming and remaining a financial member of the union. Acceptance of employment shall give to the employer, the authority to deduct from the worker's wages, all or any outstanding union subscription upon representations being made by the union's officers that an employee is in arrears.

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

Right of Entry

19. The secretary or other authorised officer of the union shall be entitled to enter at all reasonable times upon the premises of any employer bound by this agreement for the purpose of interviewing any workers, with the consent of the employer, or his representatives, such consent not to be unreasonably withheld, but not so as to interfere with the employer's business.

Display of Agreement

20. The employer shall display in each establishment and in a conspicuous place a copy of this agreement.

Disputes Committee

21. 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 bound by this agreement, or any of them, as to any matter whatsoever arising out of or connected herewith and not specifically dealt with in this agreement, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, 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 to appeal to the Court 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.

Term of Agreement

22. This agreement shall come into force on the 22nd day of November 1961, and shall continue in force until the 31st day of March 1963.

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

Signed for on behalf of the Canterbury General and Builders' Labourers' and Related Workers' Industrial Union of Workers—

G. BRADY, President.
JAS. SHANKLAND, Secretary.

Signed for on behalf of the Fletcher Industries Ltd.—

C. M. GURR.
L. E. HERON.