

—

**THE FLETCHER CONSTRUCTION CO. LTD. ACOUSTICS AND INSULATION
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 this 30th day of April 1962, between the N.Z. Federated Labourers and Related Trades Industrial Association of Workers, Semple House, 84A Oriental Parade, Wellington, (hereinafter called the union) of the one part, and the Fletcher Construction Co. Ltd., Hutt Road, Kaiwharawhara, Wellington (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 contravention of this agreement or of the said terms, conditions, stipulations and provisions, but shall in all respects abide by and perform the same.

—

SCHEDULE

As in the present agreement recorded in the Book of Awards, Vol. 59 at page 1450 with the following alterations:

Clause 2

	<i>Wages</i>	£	s.	d.
Weekly Workers	13	0	0
Hourly Workers	0	6	6

For the purpose of this clause, an hourly worker is a worker employed for a continuous period of less than one fortnight.

After two years' employment on insulation and/or acoustic duties, a further 2d. per hour shall be added to the above rates.

*Clause 22**Unqualified Preference*

22. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award, shall, if he is not already a member of a union of workers bound by this award, 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 a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a 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 a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any 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 a 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 for adult workers by this award.

Clause 27

Workers substantially performing duties provided for in this agreement, but who, in the course of their employment, are required to occasionally perform duties provided for in another award or agreement, shall be paid the rate applicable to such duties where such rate is in excess of the worker's usual remuneration.

This clause shall not apply to workers substantially employed under the provisions of another award or industrial agreement.

Clause 28

This agreement in so far as the provisions relating to wages to be paid are concerned, shall be deemed to have come into force on the 15th day of March 1962, and so far as all other provisions of the agreement are concerned, on the date hereof, and this agreement shall continue into force until the 15th day of September 1963.

In witness whereof the parties have executed these present, the day and year first before written.

Signed for and on behalf of New Zealand Federated Labourers and Related Trades Industrial Association of Workers.

P. M. BUTLER, Secretary.
JAMES SHANKLAND, President.

Signed for and on behalf of the Fletcher Construction Co. Ltd.

R. T. ARKLEY, Secretary.

Witness—L. E. Heron.