
L. J. FISHER AND CO. LTD., **DECROMASTIC EMPLOYEES—INDUSTRIAL AGREEMENT**

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

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, and its amendments, this 3rd day of September 1963, between the Auckland Ceramic, Concrete, Builders' and General Labourers' and Related Trades Industrial Union of Workers (hereinafter referred to as "the union") of the one part, and L. J. Fisher and Co. Ltd., Jellicoe Road, Auckland (hereinafter referred to as "the employer") of the other part, whereby it is mutually agreed by and between the said parties hereto as follows, that is to say:

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 thereby 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 the agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

SCHEDULE

Clause 1. Application of Agreement

This agreement shall apply to workers employed in the treatment of Decromastic protected materials.

Clause 2. Hours of Work

Except where otherwise provided, the week's work shall not exceed 40 hours, eight hours per day, to be worked between the hours of 7.30 a.m. and 5 p.m. from Monday to Friday, both days inclusive.

Clause 3. Shift Work

(a) Notwithstanding the provisions of clauses 2 and 5 of this agreement two or more shifts covering a period of up to 24 hours may be worked from Monday to Friday inclusive.

(b) Each shift shall not exceed eight hours, including half an hour crib-time, and five shifts shall constitute a week's work.

(c) Workers employed on shifts worked wholly between 7.30 a.m. and 5 p.m. shall be paid a shift allowance of 3s. per shift and workers employed on shifts worked wholly or partly between the hours of 5 p.m. and 7.30 a.m. shall be paid a shift allowance of 6s. per shift.

(d) Any time worked in excess of the usual shift hours worked by workers employed under this clause shall be deemed to be overtime, and shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(e) This clause shall apply only where shifts are worked on four or more consecutive days.

Clause 4. Wages

(a) The minimum rate of wages shall be 7s. 5d. per hour.

(b) After one month's employment the rate prescribed in sub-clause (a) of this clause shall be increased by 2d. per hour.

Clause 5. Overtime

(a) All work done outside or in excess of the daily hours fixed in clause 3 of this agreement shall count as overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(b) Any work done in excess of four hours on Saturdays or after 12 noon on Saturdays shall be paid for at double time rates.

Any worker required to work on any Saturday, Sunday, or on any holiday shall receive not less than four hours' pay at overtime rates, and if five hours or more are worked, not less than eight hours shall be paid at overtime rates: Provided, however, that in the event of work being available and the worker not being ready and willing to continue work for the full period of four or eight hours as the case may be, payment shall be made only for time actually worked.

(c) Any worker having to work all day and having to continue to work until midnight shall be given eight hours off or be paid double time rates for all time worked on the second day.

(d) Any time worked in excess of five hours without an interval of half an hour for a meal shall be paid for at overtime rates.

(e) The employers shall endeavour to restrict overtime work if there are any members of the union out of work and available at the time, and the union shall undertake, on request, to supply any labour that may be available.

(f) Any worker who is called back to work overtime after having completed his day's work and having left his place of employment shall receive a minimum payment of two hours.

Clause 6. Holidays

(a) The following shall be the recognised holidays, which shall be paid for at ordinary rates, except when a holiday falls on a day other than an ordinary working day. New Year's Day, 2 January, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, Christmas Day, Boxing Day and Anniversary 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 coming within the scope of this agreement 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 holiday for each day employed during that fortnight.

Workers who have not been employed elsewhere during that fortnight on work coming within the scope of this agreement, 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: Provided that an employer may substitute the holidays prescribed in the industry agreement, but a worker shall not in any calendar year receive a lesser number of holidays than is above prescribed.

(e) Except as otherwise provided, any work done on any of the above holidays shall be paid for at double time rate in addition to the worker's ordinary rate.

Time worked on Sundays shall be paid for at double time rates.

Clause 7. Annual Holidays

(a) The provisions of the Annual Holidays Act 1944 shall apply to workers covered by the provisions of this agreement.

(b) Shift workers regularly employed on shifts for which a shift allowance is payable shall after 12 months continuous service as such, be granted an additional week's annual holiday, that is to say, three weeks instead of two weeks. Such additional week's holiday may be taken either in conjunction with or separately from the first two weeks as the employer shall decide.

(c) Any worker who is employed for less than 12 months as a shift worker shall in addition to two weeks' annual holiday under the Annual Holidays Act, be granted an additional period representing the corresponding proportionate part of one week extra which is granted to regular shift workers.

Clause 8. General Conditions

(a) Except as otherwise provided for in this clause an allowance of 3½d. per hour extra shall be paid to all workers as a dirty work allowance.

(b) Workers employed on spraying mastic shall be paid 9d. per hour extra whilst so employed in addition to the payment in sub-clause (a) of this clause.

(c) Protective clothing and suitable footwear shall be supplied by the employer.

(d) All tools shall be supplied by the employer.

Clause 9. Termination of Employment

One day's notice of the termination of employment shall be given by the party desiring to terminate the employment, or one day's wages paid or forfeited, as the case may be, but nothing herein contained shall prevent an employer from summarily dismissing a worker for misconduct.

Clause 10. Payment of Wages

(a) Wages shall be paid weekly in working hours on the regular pay day which shall be not later than Thursday. All waiting time shall be paid for.

(b) In the event of pay-day being a holiday, where practicable wages shall be paid under the same conditions as set out in sub-clause (a) of this clause on the day preceding the holiday: Provided, however, that if a holiday falls on a Friday, wages shall be paid not later than the preceding Wednesday.

(c) With every payment of wages there shall be handed into the keeping of the worker a fully itemised statement of the particulars of such payment.

Clause 11. Meal Money

The employer shall pay a meal allowance at the rate of 5s. 3d. where workers are called upon to work more than one hour after their usual daily time of knocking off.

Clause 12. Rest Period

A morning and afternoon break of 10 minutes shall be allowed to workers without deduction from wages, and also for each three hours continuous overtime provided that the overtime is continued after such interval.

Clause 13. Accommodation

(a) The employer shall provide accommodation to the satisfaction of the inspector of the appropriate authority to enable workers to change and dry their clothes and have their meals. The employer shall also provide proper sanitary accommodation.

(b) Where the inspector of the appropriate authority considers it practicable, reasonable ablution facilities shall be established on all jobs.

(c) Boiling water shall be provided at meal times and for refreshment respite.

Clause 14. Accident

A modern first aid emergency case, fully equipped, shall be kept by the employer in a convenient and accessible position in every place where the inspector of the appropriate authority shall deem it necessary.

Clause 15. Disputes

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 therewith and not dealt with in this agreement, every such dispute or difference shall be referred to a disputes 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 a Conciliation Commissioner. Should either party fail to appoint representatives to the disputes committee, either party may refer the matter in dispute to a Conciliation Commissioner, who may either decide the matter or refer the matter to the Court. In the event of the disputes committee failing to agree, the matter shall be referred to the Court. In the event of the disputes committee coming to a decision, either side shall have the right of appeal to the Court against the decision of the committee or the decision of the Commissioner, and written notice of such appeal shall be given to the other side within 14 days after such decision has been made known to the party desirous of appealing.

Clause 16. Under-rate Workers

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

Clause 17. Unqualified Preference

(a) Any adult person engaged or employed in any position or employment subject to this agreement by an employer bound by this agreement shall, if he is not already a member of a union of workers bound by this agreement 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 sub-clause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this agreement so long as he continues in any position or employment subject to this agreement.

(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 sub-clause (b) hereof commits a breach of this agreement.

(d) Every employer bound by this agreement commits a breach of this agreement 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 the 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 agreement.

Clause 18. Time Sheets

A time sheet showing the daily ordinary and overtime hours worked by each employee shall be kept by the employer and signed by the employee at the conclusion of the week's work.

Clause 19. Right of Entry

The secretary or other authorised representative of the union shall be entitled to enter at all reasonable times upon the premises or job 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 unreasonably with the employer's business.

Clause 20. Notification of Workers Employed

Any employer who is requested in writing by the secretary of the union so to do, shall, within two weeks after receipt of such request, supply to the union a list of all the workers coming within the scope of the agreement then in his employ; but such request shall not be made to any employer at intervals shorter than six months.

Clause 21. Display of Agreement

Wherever reasonably possible, the employer shall display on each job and in a conspicuous place a copy of this agreement.

Clause 22. Scope of Agreement

This agreement shall only apply to the parties hereto.

Clause 23. Term of Agreement

This agreement shall come into force on the 3rd day of September 1963, and shall continue in force until the 28th day of February 1965.

Dated this 2nd day of September 1963.

Signed on behalf of the Auckland Ceramic, Concrete, Builders' and General Labourers and Related Trades Industrial Union of Workers.

H. KAY, Secretary.

Witness—E. C. CASTELL.

Signed on behalf of L. J. Fisher and Co. Ltd.

E. V. FORSEY.

Witness—F. HUDDLESTON.