

FLETCHER INDUSTRIES LTD. (DUROID DIVISION)—AWARD

In the Court of Arbitration of New Zealand, Northern Industrial District—  
In the matter of the Industrial Conciliation and Arbitration Act 1954; and in  
the matter of an industrial dispute between the Auckland Ceramic, Concrete,  
Builders and General Labourers and Related Trades Industrial Union of  
Workers (hereinafter called “the union”) and the undermentioned company  
(hereinafter called “the employers”):

Fletcher Industries Ltd. (Duroid Division), Penrose, Auckland.

THE COURT of Arbitration of New Zealand (hereinafter called “the Court”),  
having taken into consideration the terms of settlement arrived at in the above-  
mentioned dispute and forwarded directly to the Court pursuant to the provisions  
of section 130 of the Industrial Conciliation and Arbitration Act 1954, doth hereby  
order and award:

That, as between the union and the members thereof and the employers and  
each and every of them, the terms, conditions, and provisions set out in the  
Schedule hereto and of this award shall be binding upon the union and upon  
every member thereof and upon the employers and upon each and every of them,  
and that the said terms, conditions, and provisions shall be deemed to be and they  
are hereby incorporated in and declared to form part of this award; and, further,  
that the union and every member thereof and the employers and each and every  
of them shall respectively do, observe, and perform every matter and thing by  
this award and by the said terms, conditions, and provisions respectively required  
to be done, observed, and performed, and shall not do anything in contravention  
of this award or of the said terms, conditions, and provisions, but shall in all  
respects abide by and perform the same. And the Court doth hereby further  
award, order, and declare that any breach of the said terms, conditions, and  
provisions set out in the Schedule hereto shall constitute a breach of this award,  
and that a penalty as by law provided shall be payable by any party or person  
in respect thereof. And the Court doth further order that this award shall take  
effect as hereinafter provided and shall continue in force until the 30th day of June  
1966 and thereafter as provided by section 152 of the Industrial Conciliation and  
Arbitration Act 1954.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed,  
and the Judge of the Court hath hereunto set his hand, this 4th day of February  
1965.

[L.S.]

A. TYNDALL, Judge.

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SCHEDULE

*Application of Award*

1. This award shall apply to workers employed in the manufacturing of bitu-  
minous roofing and allied products.

*Hours of Work*

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

*Wages*

|   |       |       |       |          |    |
|---|-------|-------|-------|----------|----|
| 3. The following shall be the minimum rates of wages: |       |       |       | Per Hour |    |
|   |       |       |       | s.       | d. |
| Boilermen   | ..... | ..... | ..... | 7        | 8  |
| Other workers   | ..... | ..... | ..... | 7        | 6  |

*Shifts*

4. (a) Notwithstanding the provisions of clauses 2 and 5 of this award, two or more shifts covering a period of 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 falling wholly or partly outside the ordinary hours of work prescribed in clause 2 shall be paid 5s. 6d. per shift in addition to their ordinary rate of pay.

(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 five or more consecutive working days.

*Overtime*

5. (a) Except as provided for in subclause (b) of this clause, all time worked in excess of the daily hours fixed in clause 2 of this award 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) All time worked before 12 noon on Saturdays shall be paid for at the rate of time and a half for the first four hours and double time thereafter. All time worked after 12 noon on Saturdays shall be paid for at double time rates.

*Payment of Wages*

6. (a) Wages shall be paid weekly during working hours not later than Thursday. Where a holiday is observed on a Friday wages shall be paid not later than the preceding Wednesday.

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

*Holidays*

7. (a) The following shall be the recognised holidays which shall be paid for at ordinary rates: New Year's Day, 2 January, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, Christmas Day, and Boxing Day.

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

(c) The attention of the parties is drawn to the provisions of the Public Holidays Act 1955 and its amendments, which deal with the transference of holidays which fall on a Saturday or a Sunday. This provision shall apply to workers covered by this award.

(d) Except as otherwise provided, any work done on any of the above holidays or on Sundays shall be paid for at double time rates in addition to any payment to which the worker is entitled under subclause (b) of this clause.

#### *Annual Holidays*

8. Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944.

In the case of regular shift workers the annual holiday period shall be three weeks.

#### *Protective Clothing*

9. Protective clothing shall be supplied to the worker when necessary.

#### *Accommodation*

10. The employer shall provide and maintain in a clean and sanitary condition mess room, lavatory, showers with warm water, and, where necessary, protection for bicycles for use of workers. Boiling water for meals shall be provided.

#### *Meal Money*

11. The employer shall allow meal money at the rate of 5s. 6d. per meal when workers are called upon to work one hour or later after their usual daily time of knocking off, provided such workers cannot reasonably get home for their meals, and provided, further, they have not been notified of such overtime on the day preceding the day on which they are required to work overtime.

#### *Disputes*

12. The essence of this award being that the work of the employers 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 award, or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with in this award, 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 or the Commissioner 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.

#### *Refreshments*

13. Time shall be allowed (not more than 10 minutes) for refreshment during morning and afternoon, and where shifts are worked, at convenient times during such shifts.

#### *Right of Entry*

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

*Unqualified Preference*

15. (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 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 award.

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

*Scope of Award*

16. This award shall operate throughout the Northern Industrial District.

*Term of Award*

17. This award, in so far 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 January 1965, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 30th day of June 1966.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 4th day of February 1965.

[L.S.]

A. TYNDALL, Judge.

## MEMORANDUM

The award, including the operative date of provisions relating to wages, incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Council of Conciliation.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 15 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.