

THE FLETCHER INDUSTRIES LTD. WESTLAND EMPLOYEES—INDUSTRIAL AGREEMENT

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

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954 this 3rd day of March 1965, between the Fletcher Industries Ltd. (hereinafter called the employer) of the one part and the Westland Timber Industry Employees Industrial Union of Workers (hereinafter called the union) 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 contrary to this agreement or to its 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 all employees, other than clerical, employed in the plywood factory of The Fletcher Industries Ltd., Westland.

Hours of Work

2. (a) *Day Workers*—(i) The ordinary hours of work shall not exceed 40 per week, to be worked on five days of the week, Monday to Friday, both days inclusive, between the hours of 7 a.m. and 5 p.m. A worker shall not be required to work more than five hours continuously without an interval of at least half an hour for a meal.

(ii) A rest interval of 10 minutes shall be allowed mid-morning and mid-afternoon, without deduction of pay, and also after each two and a half hours continuous overtime, provided that the overtime is to be continued after such interval.

(b) *Shift Workers*—(i) Ordinary hours of shift workers shall not exceed five eight hour shifts to be worked between midnight Sunday/Monday and 8 a.m. Saturday.

(ii) Each shift worker shall be afforded opportunity during the shift to partake of meals, but machinery shall be kept fully working and production shall not be impeded.

(iii) Except in the case of replacement and/or substitute for a regular shift worker who is temporarily absent, due to sickness, accident or other causes, a worker shall not be deemed to be a shift worker unless he is employed on shift work on his next three successive working days, inclusive of the day of commencement of such shift work.

(iv) An afternoon shift means a shift commencing at or after 12 noon, and finishing at or before midnight.

A night shift means any shift finishing after midnight and at or before 8 a.m.

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

(vi) Changes of shift mutually arranged between workers, even though they have the consent of the employer, will not involve the employer in additional payments of any description that would not have been due to either worker if the exchange had not been made.

(vii) Any shift worker who has been absent from work for one or more shifts without prior arrangement with the employer shall advise the employer of his intention to report for work not later than 10 hours before his normal starting time. If such worker attends for work without giving prior notice he shall not be entitled to commence work or to any payments for that shift if the employer is unable to provide gainful employment.

Overtime

3. (a) Overtime may be worked as required by the employer. Time worked outside or in excess of the hours prescribed in clause 2 hereof or time worked on any rostered day off shall be paid for at the rate of time and a half for the first three hours and double time thereafter. Overtime shall be computed on a daily basis.

(b) Except as elsewhere specifically provided for in this agreement, work performed on a Saturday shall be paid for at time and a half rates for the first three hours and double time thereafter.

(c) Time worked on any of the holidays as set out in clause 7 shall be paid for at double time rates, in addition to any other payment to which the worker is entitled under clause 7 hereof.

(d) A worker who works so much overtime between the termination of his ordinary work or shift on one day and the commencement of his ordinary work or shift on the next day that he has not had at least eight consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he has had eight consecutive hours off duty, without loss of pay for ordinary working time (as prescribed in clause 2) occurring during such absence. If on the instruction of the employer, such a worker resumes or continues work without having had such eight consecutive hours off duty, he shall be paid at double rates until he is released from duty for such period and he shall then be entitled to be absent until he has had eight consecutive hours off duty, without loss of pay for ordinary working time occurring during such absence.

If a worker elects not to resume work for the remainder of the day after his eight hours break, he shall forfeit his right to payment for loss of ordinary time.

Shift Allowances

4. Shift workers on afternoon and night shifts shall receive an additional sum of 5s. per shift.

Call Out and On Call

5. (a) Any worker who has left the place of employment after having completed his day's work or shift and is called back to work shall be paid an attendance allowance of 5s. 3d. and a minimum of two hours at the appropriate rate.

(b) Any worker who agrees to be on call outside his normal working hours shall be paid 5s. 3d. per day for each day such arrangements take place but subclause (a) shall not apply should such worker be required to return to work.

Meal Money

6. Either a suitable meal shall be provided or meal money at the rate of 5s. 6d. per meal shall be allowed a worker required to work overtime beyond one hour after having completed his normal day's work or shift and at the end of each

subsequent five hours of consecutive overtime provided that work continues thereafter. The normal day's work or shift referred to above shall include any extended hours that for the time being are worked regularly in the undertaking concerned.

Provided, however, that this provision shall not apply if a worker can reasonably get home for a meal and back within the time allowed by the employer or where notification of such overtime is given on the day preceding the day on which overtime is to be worked.

Holidays

7. (a) The following holidays shall be allowed and paid for: Christmas Day, Boxing Day, New Year's Day and the day following New Year's Day, Labour Day, Anzac Day, Anniversary Day, the birthday of the reigning Sovereign, Good Friday and Easter Monday. In respect of Anniversary Day and the day following New Year's Day the employer may substitute another day in lieu thereof.

(b) The provisions of the Public Holidays Act 1955, which deals with the transference of holidays which fall on a Saturday and Sunday shall apply to this agreement.

(c) Workers who are entitled to be paid for the holidays set out in sub-clause (a) of this clause shall be all those who have been working or on annual leave at any time during the fortnight ending on the day on which the holiday occurs, providing that workers on annual leave resume their employment. No payment over and above the ordinary week's wages shall be made to any worker for a holiday which falls on what is not ordinarily a working day, except for work actually performed on such day.

(d) The employer shall pay one-tenth of a day's ordinary wages to each worker in respect of each ordinary day worked by him for the employer during the fortnight ending on the day of any holiday referred to in the sub-clause (a) of this clause, provided that for the purpose of this sub-clause, workers whose employment is covered by this agreement shall be deemed to be subject to the provisions of section 28 (2) of the Factories Act 1946 as amended by section 6 of the Factories Amendment Act 1956.

Annual Holidays

8. The Annual Holidays Act 1944 shall apply to all workers covered by this agreement.

Variation of Duties and Training

9. It shall be the duty of every worker to undertake any work in the said industry that the employer may require him to undertake.

Where a worker is under specific training instruction for a higher rated job he shall not be entitled to the higher rate applicable until he is capable of efficiently carrying out the duties involved.

Termination of Employment

10. (a) Eight hours notice of the termination of the services of any worker shall be given by the employer to the worker or by the worker to the employer and where the employment is terminated without the prescribed notice, eight hours wages shall be paid or forfeited as the case may be, but this shall not affect the right of the employer to dismiss a worker without notice for good cause, or a worker to leave his employer without notice for good cause.

(b) Workers shall be paid within one hour of the expiration of the notice as provided in sub-clause (a) of this clause if the notice expires in the employer's ordinary office hours and otherwise within one hour of the office normally re-opening. A worker shall present himself at the normal place of payment or such other place as may be mutually agreed upon at due time. Such payment may be made by cheque.

Payment of Wages

11. (a) Wages shall be paid not later than Thursday in each week.

(b) Each worker shall be supplied with a statement showing details of his earnings for each pay period, and any deductions therefrom.

(c) Where a holiday falls on a Friday, payment shall be made not later than Wednesday in that week.

Wages and Classification

12. (a) The following shall be the rates of wages payable to all male adult workers for the several classes of workers hereunder specified:

					Per Hour
					s. d.
Tradesmen	.....	.....	.....	.....	8 6
Lathe operator	.....	.....	.....	.....	8 3
Boilerman	.....	.....	.....	.....	8 1
Assistant lathe operator and debarker operator	.....	.....	.....	.....	7 10
Storeman	.....	.....	.....	.....	7 10
Crane driver	.....	.....	.....	.....	7 10
Fork lift driver	.....	.....	.....	.....	7 8
Glue mixer	.....	.....	.....	.....	7 9
Centre layer	.....	.....	.....	.....	7 9
Workers operating small saws and machines such as buzzers, jointers, clippers and sanders	.....	.....	.....	.....	7 8
Veneer classer (drier out feed)	.....	.....	.....	.....	7 8
Press operator (not press hand)	.....	.....	.....	.....	7 8
Log crosscut skiddy	.....	.....	.....	.....	7 8
Greaser fireman	.....	.....	.....	.....	7 8
All other male adult workers	.....	.....	.....	.....	7 7

(b) Boys and Youths—The term “boy” or “youth” shall mean a worker, other than an apprentice, under 21 years of age, in all establishments covered by this agreement.

(i) The proportion of youths shall not exceed one youth to each three or fraction of three adult workers employed.

(ii) Wages:

					Per Hour
					s. d.
Under 17	.....	.....	.....	.....	4 6
17-18	.....	.....	.....	.....	5 8
18-19	.....	.....	.....	.....	6 8
19-20	.....	.....	.....	.....	7 3
Thereafter adult rates.					

(c) Females—(i) Females may be employed. The following wages will apply:

Wages:

					Per Hour
					s. d.
Under 17	.....	.....	.....	.....	3 9
17-18	.....	.....	.....	.....	4 0
18-19	.....	.....	.....	.....	4 3
19-20	.....	.....	.....	.....	4 6
Thereafter	.....	.....	.....	.....	5 1

(ii) The employer shall provide all female employees with smocks, dust coats or other suitable apparel. Any employee issued with any item of clothing equipment may be required to sign an appropriate receipt and is responsible for such apparel. On request for replacement current issues of clothing must be returned and if articles previously issued have been lost the employee is liable for cost of same, fair wear and tear excepted, which amount may be deducted from any wages due to

such employee. Where an employee's engagement is terminated, all items of clothing must be returned in good condition, fair wear and tear excepted, otherwise the employee is liable for cost of same which may be deducted from any wages due to such employee.

(d) Charge Hands—5d. per hour additional to the schedule rates shall be paid to any worker specifically appointed by the employer as a charge hand in any section or sections of the industry.

(e) Included in the rates set out in (a), (b), (c) above is an allowance in full satisfaction and discharge of all working conditions and operations that may arise in the performance of the normal expected duties of the workers concerned.

Tool Money

13. (a) All tradesmen who are required to provide the tools necessary for their work shall receive an allowance of 2d. per hour.

(b) Except as provided in sub-clause (a), the employer shall issue on loan to workers tools necessary for their work. Such tools shall be returned to the employer when not further required, or when the worker ceases employment. Fair wear and tear excepted, the value of tools not returned or satisfactorily accounted for, may be deducted from the earnings of the worker concerned.

General Provisions

14. (a) The provisions of the Factories Act 1946 and its amendments will apply in respect of washing and sanitary facilities, clothing accommodation, first-aid requirements, dining facilities, and safety requirements.

(b) An obligation shall rest upon every worker employed to wear footwear and apparel suitable for the work he undertakes.

(c) Provided, however, that suitable additional protective clothing or apparel shall be supplied when necessary to male workers employed in those cases where due to the work performed or the materials handled clothing or equipment additional to that normally expected to be supplied and worn by the employee for work in the industry is required. Any employee issued with such clothing or apparel may be required to sign an appropriate receipt and is responsible for such apparel. On request for replacement current issues of clothing or apparel must be returned and if articles previously issued have been lost, the employee is liable for cost of same, fair wear and tear excepted, which amount may be deducted from any wages due to such employee. Where an employee's engagement is terminated all items of clothing must be returned in good condition, fair wear and tear excepted, otherwise the employee is liable for cost of same which may be deducted from any wages due to such employee.

(d) Where the company provides safety gear or equipment, such shall at all appropriate times be used by employees. Failure to do this, or observe safety instructions shall be the cause of instant dismissal.

(e) Where portable electric lights, electric drills and other portable electric equipment are in use, every care shall be taken to see that they are properly insulated. Workers shall immediately report any defect in such equipment to the foreman, and this shall not be used again until it has been made safe.

(f) Suitable screens shall, where practical, be supplied and used for electric welding machinery.

Union Membership: Unqualified Preference

15. (a) Any adult person engaged or employed in any position or employment subject to this agreement by the employer bound by this agreement shall, if he is not already a member of the 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 the 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 sub-clause (a) hereof to become a member of the union who fails to become a member, as required by that sub-clause 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 the union in accordance with sub-clause (b) hereof commits a breach of this agreement.

(d) The employer bound by this agreement commits a breach of this agreement if he continues to employ any worker to whom sub-clauses (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 purpose 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.

(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.)

Disputes

16. 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.

Right of Entry

17. (a) Every employer bound by this agreement shall permit the secretary or other authorised officer of the union of workers to enter at all reasonable times (to be mutually arranged between the employer and the union) upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

(b) The employer shall, on the request of the secretary of the union, at not shorter intervals than four months, supply the names of all workers at such time employed and also in the case of youths the rate of wages paid to each, together with the class of work performed. The union secretary shall, on request of the employer, supply to him a list of the financial members of the union.

(c) Provided reasonable notice is given to the employer the secretary or other accredited representative of the union may arrange with the employer to hold a stop work meeting on any job but not more often than twice yearly. The limit of time for such meeting on any job shall be 30 minutes, 15 minutes of such 30 minutes shall be made up as the employer desires and 15 minutes shall be in the employers time provided that during such meeting sufficient workers will remain on duty to carry out essential services and continuous processes.

Under-rate Workers

18. (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 periods 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.

Term of Agreement

19. This agreement shall come into force on the 3rd day of March 1965 and shall continue in force until the 2nd day of September 1966.

Signed on behalf of:

The Fletcher Industries Ltd.

H. PUGH.

Witness—R. H. Hopgood.

Westland Timber Industry Employees Industrial Union of Workers

G. J. COMPORT.

Witness—G. E. Logie.