

THE FLETCHER INDUSTRIES LIMITED (LINSEED PRODUCTIONS
DIVISION) DUNEDIN EMPLOYEES - INDUSTRIAL AGREEMENT

This industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act this 25th day of September, 1969 between the Otago and Southland Manufacturing Chemists, Preserved Foods, Jam and Starch Factories Employees Industrial Union of Workers, The New Zealand Engine Drivers, Greasers, Firemen and Assistants' Industrial Union of Workers, 326 George Street, Dunedin (hereinafter called the Unions) of the one part and The Fletcher Industries Limited (Linseed Products Division) Parry Street, Dunedin (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 provision respectively required to be done, observed, and performed and shall not do anything in contradiction of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.
- (3) The rates of remuneration determined by this Award are inclusive of the 5 per cent General Wage Order made on the 5th August, 1968.

SCHEDULE

INDUSTRY TO WHICH AGREEMENT RELATES

- (1) This agreement shall apply to the conditions of employment of workers employed in connection with the production of vegetable oil and related products and chemical compounds.

HOURS OF WORK

- (2) (a) The ordinary hours of work for seed, meal and oil store workers, and factory workers (other than shift workers) shall not exceed forty per week, nor more than eight per day on the five days of the week Monday to Friday inclusive between the hours of 8 a.m. and 6 p.m.
- (b) The ordinary hours of work for factory and shift workers and boiler-house workers shall not exceed forty per week to be worked on five days of the week Monday to Friday inclusive of not more than eight hours per day inclusive of half an hour for a meal. Work shall be performed in three shifts and shifts shall rotate. When shifts are required to be worked on Saturday and Sunday three hours at time and a half rates shall be paid and five hours at double rates shall be paid on Saturday and on Sunday all time worked shall be paid for at double rates.

OVERTIME

- (3) (a) Time worked outside or in excess of the hours prescribed in Clause (2) hereof shall be paid for at the rate of time and a half for the first three hours in any one day and at double time rates thereafter.
- (b) Time worked on Sunday shall be paid for at double rates.
- (c) Meal money at the rate of 65 cents per meal shall be allowed, workers required

to work overtime beyond one hour after their usual daily time for ceasing work, and to other than shift workers after 6 p.m. Monday to Friday and after 1 p.m. on Saturday or Sunday.

WAGES

(4)				Per Hour cents
(a)	Refinery Worker	..	..	98.5
	Expeller Room Operator	..	..	98.5
	Stock Food Mixer	..	..	98.5
	Stand Oil Maker	..	..	98.5
	Grinder Operator	..	..	98.5
	Pellet Mill Operator	..	..	98.5
	Duroid Plant Operator	..	..	94.5
	Expeller Room Assistant	..	..	94.5
	Greaser	..	..	94.5
	All other workers	..	..	92.75

(b) Workers required by the nature of their work to hold a certificate pursuant to section 37 of the Boilers, Lifts and Cranes Act 1950, shall be paid 101 cents.

(c) After 12 months continuous service the rates prescribed in (a) and (b) are to be increased by 2 cents per hour and by a further 1 cent per hour after 3 years, and by a further 1 cent per hour after 5 years continuous service.

(d) After four weeks continuous service a worker shall be deemed to be a weekly worker.

(e) A shift allowance of 73.5 cents per shift extra shall be paid for shifts worked outside the ordinary hours - 8 a.m. to 5 p.m. - provided that when more than eight hours are worked a proportionate amount extra shall be paid according to time worked.

(f) (i) Leading hands shall be paid 6.5 cents per hour extra.

(ii) Senior Charge Hands designated as such, 11 cents per hour extra.

(g) Wages shall be paid in cash weekly in the employer's time.

HOLIDAYS

(5) (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: Provided that some other day may be substituted for Anniversary Day on the mutual agreement of the employer and the Workers' Unions.

(b) Work performed on any of the above days shall be paid for at double ordinary rates.

(c) 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.

(d) Except as provided in the next sub-clause workers shall be allowed two weeks annual holiday at ordinary pay as provided in the Annual Holiday Act 1944.

- (e) (i) Regular shift workers shall be allowed three weeks annual holiday at ordinary pay provided that by agreement between the employer and the worker concerned the holiday may be taken in two periods.
 - (ii) A worker who is not a regular shift worker, but who is employed on shifts for more than one month during the year shall be entitled to a proportion of the extra week.
 - (iii) Workers who have 10 years service shall be allowed an additional weeks holiday at ordinary pay provided that the extra week may be taken separately from the ordinary annual holiday by arrangement between the worker and the employer, or pay in lieu of extra holiday by mutual agreement between worker and employer.
- (f) Any worker whose employment is terminated and who has less than twelve months service shall be granted an allowance for annual holidays proportionate to the time served.

GENERAL PROVISIONS

- (6) (a) Suitable dining and sanitary accommodation shall be provided for all workers and a suitable place for workers to change and store their clothing.
- (b) The employer shall supply gloves and footwear where necessary.
- (c) A suitable first-aid kit shall be kept and maintained in a place accessible to workers at all times when work is being carried out.
- (d) Ten minutes shall be allowed for refreshment morning and afternoon and during overtime periods, where more than two hours after a meal break are worked.
- (e) In the case of weekly workers as defined in (4) (d) one week's notice of termination of employment shall be given either by the employer or the worker, and in the case of hourly workers, one hour's notice shall be given by either the employer or the worker, but nothing herein contained shall prevent the employer from summarily dismissing a worker for wilful misconduct.
- (f) Workers shall be supplied with aprons or overalls as may be reasonably necessary. Where such protective clothing is, in the opinion of the employer, necessary, the employer shall decide whether an apron or overall or both shall be used on any particular work.
- (g) Any worker required to work in any place which would allow for an unbroken fall of 10 feet or more shall be entitled to an extra rate in accordance with the following scale for the time so employed -
- | | |
|-----------------------|-------------------|
| from 10 ft. to 20 ft. | 2 cents per hour. |
| over 20 ft. | 3 cents per hour. |
- (h) Workers employed on seed treatment shall be paid 4 cents per hour extra whilst so employed.
- (i) A worker engaged in cleaning the inside of bulk tankers shall be paid \$1 per day extra.

TRAVELLING TIME

- (7) Any shift or other worker required to commence or to cease work after the cessation of public wheeled traffic or before the ordinary time of starting of such traffic shall be paid one hour's pay at ordinary rates as travelling time.

DIRT MONEY

- (8) (a) When workers are required to enter flues or back-end smoke boxes for the purpose of cleaning them or to chip and/or clean the interior of boilers they shall be paid 12.5 cents per hour extra. When they are required to clean tubes with brush or scraper they shall be paid 25 cents per day extra.
- (b) Conditions to apply to any particular job which is unusually dirty shall be arranged between the employer and the secretary of the union.

LABORATORY ASSISTANT

- (9) At the discretion of the employer it is agreed that a chemist on the Laboratory staff may be transferred into the factory to assist in those departments where a chemist's knowledge is necessary to maintain maximum technical efficiency and such worker shall not be subject to the provisions of this agreement irrespective of the nature of the work he may for the time being carry out. Not more than one such worker shall be employed in the factory except by agreement between the Union and the employer.

RIGHT OF ENTRY

- (10) The Secretary or other authorised official of the Union of workers shall, with the consent of the employer (which consent shall not be unreasonably withheld) be entitled to enter at all reasonable times upon the premises or works and there interview any worker.

WORKERS TO BE MEMBERS OF A UNION

- (11) It shall not be lawful for the employer to employ or to continue to employ in any position or employment subject to this agreement any person who, for the time being, is not a member of the appropriate Union subject and party to this agreement. The employer shall on request, but no oftener than once each three months, supply a list of workers subject to the agreement to the secretary of the Union.

UNDER-RATE WORKERS

- (12) Should any worker consider himself incapable of earning the full rates of wages herein prescribed such worker may agree in writing, subject to the approval of the Union, with the employer, to accept such lower rates as may be approved by the Union. Such agreement shall not be for a period longer than six months, but may be reviewed and extended on the agreement of the employer, the Union, and the worker for such further period as may be agreed upon.

DISPUTES

- (13) Any disputes in connection with any matter not specifically provided for in this agreement shall be settled between the employer and the secretary of the Union in default of any agreement shall be referred to the Conciliation Commissioner for the district who shall either decide the same or refer it to the Court. Should either party be dissatisfied with the decision of the Commissioner, he may appeal to the Court of Arbitration within fourteen days of the receipt of such decision by the party desiring to appeal.

TERMS OF AGREEMENT

- (14) This agreement shall come into force on the 1st day of October 1969 and this agreement shall continue in force until the 30th day of September, 1970.
- In witness whereof the parties hereto have executed these presents the day and the year first before written.

Signed for and on behalf of The Fletcher Industries Limited (Linseed Products Division).

R.H. HOPGOOD
Managing Director.

N.J. MAHONEY
Secretary.

Signed for and on behalf of the Otago and Southland Manufacturing Chemists, Preserved Foods, Jam and Starch Factories Employees Industrial Union of Workers.

W.C. McDONNELL
Secretary.

M. Thompson.

Signed for and on behalf of the New Zealand Engine Drivers, Greasers, Firemen and Assistants' Industrial Union of Workers.

W.C. McDONNELL
Agent

M,Thompson.