

FLETCHER INDUSTRIES LIMITED, LUCERNE DIVISION ASHBURTON,
EMPLOYEES - INDUSTRIAL AGREEMENT

This industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 9th day of October, 1969, between the New Zealand Workers Industrial Union of Workers (hereinafter called the "Union") of the one part and The Fletcher Industries Limited, Auckland, (hereinafter called the "Employer") of the other part whereby it is mutually agreed by and between the parties hereto as follows, that is to say -

- (1) That the terms, stipulations, conditions 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 hereby 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 to this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

SCHEDULE

INDUSTRY TO WHICH AGREEMENT APPLIES

1. This agreement shall apply to all workers, engaged in harvesting, carting to plant, and processing lucerne, employed by the Fletcher Industries Ltd., Lucerne Division, Ashburton.

HOURS OF WORK

2. (a) Day Workers in Processing Plant
 - (i) The ordinary hours of work shall be worked on five days of the week between the hours of 7.30 a.m. and 5 p.m. Monday to Friday inclusive.
 - (ii) The ordinary hours of work shall not exceed forty in any one week, or eight in any one day.

SHIFTS

3. (a) Notwithstanding the provisions of clause 2a shifts may be worked (provided 3 shifts are worked of not longer than eight hours each shift, inclusive of a meal break, for sufficient duration that allow shifts to rotate).
- (b) The ordinary hours of working of a shift worker shall not exceed five eight hour shifts to be worked between midnight Sunday to midnight Friday.
- (c) Shift workers shall be paid an allowance of 65 cents per shift.
- (d) All time worked in excess of the hours provided for in subclause (b) of this clause shall be paid for at the appropriate rate of overtime specified in clause 4.

OVERTIME

4. (a) Overtime rates shall apply to all time worked before the usual commencing time or outside or in excess of the ordinary hours specified in clause 2 hereof or in the case of shift-workers before the usual shift commencing or in excess of the ordinary shift hours.

- (b) Overtime worked on Monday to Friday inclusive between the hours of 5 a.m. and 10 p.m. shall be paid for at time and a half rate and between the hours of 10 p.m. and 5 a.m. at double time rate.
- (c) All time worked on Saturday and Sunday shall be paid at double time rate.
- (d) (i) A worker who is required to and reports for work on – Saturday or Sunday shall be paid for a minimum of two hours at the appropriate rate.
- (ii) A worker called back (for work not pre-arranged) after ceasing work at the normal time for the day Monday to Friday) shall be paid for a minimum of two hours at the appropriate rate.
- (e) A worker after working more than 12 hours continuously shall continue to be paid at not less than the appropriate overtime rate for all overtime worked until he has had a break of at least seven and one half hours.
- (f) Overtime worked in excess of four and one half hours without a break for a meal shall be paid for at half ordinary time rate in addition to the appropriate rate at the time.
- (g) A worker required to work for less than five shifts consecutively shall be paid at the appropriate overtime rate above for all time worked outside the ordinary hours of work prescribed.

RATES OF PAY

5. The following shall be the minimum rates of pay:

			Per Hour
			C.
Operator-drivers	..	..	92
All other workers	..	..	85
Mechanic or Electrician	..	..	92
Tradesman/Carpenters, Painters	..	..	92

Youths under the age of 18 years may be employed as assistants at the following rates of pay:

			Per Hour
			C.
16 to 17 years of age	..	..	60
17 to 18 years of age	..	..	65

HOLIDAYS

6. (a) Annual holidays shall be allowed all workers in accordance with the provisions of the Annual Holidays Act 1944, and its amendments: Provided that upon completion of ten years continuous service with the Fletcher Industries Lucerne Division and for each subsequent year of continuous service an annual holiday of three weeks on ordinary pay shall be allowed. The third weeks holiday shall be taken separately from the first two weeks except where the employer and the employee agree otherwise.
- (b) (i) Where any worker has been employed upon work coming within the scope of this award at any time during the fortnight ending on the day on which a holiday to which he is entitled under subclause (iii) of this clause occurs, he shall be entitled, subject to paragraph (ii) of this subclause, to receive payment for that holiday from the employer.

- (ii) Where any worker has been employed upon work coming within the scope of this award by more than one employer during the fortnight ending on the day on which a holiday to which he is entitled under subclause (iii) of this clause occurs, he shall be entitled to receive proportionate payment for the holiday from each employer assessed on the basis of one-tenth of an ordinary day's pay for each day employed during that fortnight. No worker shall be entitled under this subclause to receive payment for more than the equivalent of one ordinary day's wages for any one holiday.
- (iii) The following shall be the recognised holidays: New Year's Day, 2 January (or a day in lieu thereof) Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, Christmas Day, Boxing Day and Anniversary Day or a day in lieu thereof.
- (c) In the event of a holiday other than Anzac Day falling on a Saturday or a Sunday, then for the purpose of this Agreement it shall be observed on the succeeding Monday and in the event of another holiday falling on or being transferred to such Monday such other holiday shall be observed on the succeeding Tuesday.
- (d) A worker required to work on any of the holidays specified in sub-clause (b) shall be paid double time in addition to his ordinary wages provided in clause 5, and shall receive a minimum of three hours on any such day worked.

PAYMENT OF WAGES

7. (a) Wages shall be paid weekly unless otherwise agreed between the employer and worker.
- (b) All payments of wages shall be made in cash unless otherwise arranged between the employer and the worker.
- (c) Any employer shall be entitled to make a rateable deduction from any wages mentioned in clause 5 for any time lost by a worker through sickness, accident or his own default, or by his written request.

TERMINATION OF EMPLOYMENT

8. (a) In the case of hourly workers two hours notice of termination of employment shall be given.
- (b) Nothing in this agreement shall prevent the employer summarily dismissing a worker for misconduct.
- (c) A worker leaving or being dismissed shall at the termination of the employment receive from the employer the wages due and holiday pay. Where an employee leaves without the requisite notice he shall be paid on the next pay day thereafter.

GENERAL CONDITIONS

9. (a) All tools required by the worker to carry out his duties shall be provided by the employer.
- (b) Protective clothing shall be provided by the employer where necessary.
- (c) (i) Smoko: The employer shall allow each employee a rest period of 10 minutes in the morning and afternoon without loss of pay. The employer shall supply hot water for all Smokos and lunches.

- (ii) When workers are engaged in harvesting operations and are working long hours they shall be permitted a smoko of 10 minutes paid time after the completion of each two hours work.
- (d) No worker shall work more than 5 hours continuously without an interval of at least half an hour for a meal.
- (e) Proportion of Junior Workers : The proportion of junior workers to be employed shall not exceed one for every four adult workers.
- (f) The rates for work of an unusually dirty, offensive, onerous or hazardous nature, or for work in unusual climatic conditions or temperatures shall be mutually agreed between the employer and the Union. (or could be covered in agreed upon allowances after negotiations).
- (g) A fully equipped Ambulance Kit for first-aid shall be kept by the driver or foreman in a convenient or accessible place to be used only in the event of an accident.
- (h) There shall be provision for hot and cold showers, lunch room, change room and lockers for clothes.
- (i) Should any worker meet with an injury necessitating medical attention he shall be conveyed by the employer to the nearest hospital or Doctor free of charge.
- (j) Time spent in travelling from one job to another and transferring plant equipment shall count as time worked.
- (k) Transport: It shall be the duty of the employer to transport the men to and from his depot to the work each day. Time shall be taken to commence and finish at such depot or agreed pick up points.
- (l) Where workers are unable to return home for the meal interval occurring after 11 hours of work from the commencement of work the employer shall provide a meal or allow meal money at the rate of 63 cents per meal.

DISPUTES

10. 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 manner whatsoever arising out of or connected therewith and not specifically dealt with in this agreement, and be not settled by mutual 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 the Conciliation Commissioner for the district or person appointed by him. In the event of the committee failing to reach an agreement the chairman shall either decide the issue or refer the dispute to the Court for decision within 14 days of the date of the committee hearing.

Either side shall have the right to appeal to the Court against a decision of any such committee, upon giving the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

APPLICATION OF AGREEMENT

11. This agreement shall apply only to the original parties named herein.

SCOPE OF AGREEMENT

12. This agreement shall apply in all Industrial Districts in New Zealand.

UNQUALIFIED PREFERENCE

13. (a) Every worker to whom this agreement applies shall become and remain a financial member of the New Zealand Workers' Industrial Union of Workers.

(b) The Union shall provide the employer with a supply of membership enrolment forms, each of which shall have attached thereto an authority (to be signed by the worker to whom it relates) authorising the employer to deduct from the wages of the worker the amount of Union subscription due and owing by the worker.

(c) For every fortnight, or part thereof, the subscription shall be in accordance with the amounts laid down from time to time by the Union's annual conference. A worker shall not be retained by the Fletcher Industries, Lucerne Division unless he becomes a financial member of the Union as provided for herein.

RIGHT OF ENTRY

14. The Secretary or other authorised officer 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 working areas and there interview any workers but not so as to interfere unreasonably with the employers' business.

NOTIFICATION

15. At the request of the Secretary or authorised representative of the Union the employer shall supply the names and addresses of the workers employed by him under this agreement, but not more than once in each six monthly period.

DISPLAY OF AGREEMENT

16. The employer is required to display a copy of this agreement in the shed or other place accessible to the workers.

TERM OF AGREEMENT

17. 12 months commencing on 9th October, 1969 and this agreement shall continue in force until 8th October, 1970.

SIGNED: A.G. DUNKLEY

W. DEMPSTER

INDUSTRIAL RELATIONS OFFICER N.Z. UNION OF WORKERS
THE FLETCHER INDUSTRIES LTD.