

Published and issued by the New Zealand Government Department of Labour

THE FLETCHER INDUSTRIES LTD LUCERNE DIVISION, ASHBURTON
EMPLOYEES – ORDER OF THE WAGES TRIBUNAL PURSUANT TO
REGULATION 13 OF THE ECONOMIC STABILISATION REGULATIONS
1973

Dated 25/2/74

1. Industry to Which Agreement Applies – Same.

2. Hours of Work – Same.

3. Shifts –

(a, b, d,) Same.

(c) Shift workers shall be paid an allowance of \$1.08 cents per shift.

4. Overtime – Same.

5. Rates of Pay –

The following shall be the minimum rates of pay:

Per Hour

\$

Plant Operator, Foreman	1.80.6
Plant Operator	1.71
Harvester Operator	1.66.8
Front-End Loader Driver	1.66.8
Yardman/Driver	1.56
Other Worker	1.50

6. Holidays –

(a) Add the following to the present clause: 'New Zealand Day'.

7. Annual Holidays –

(a) Except as otherwise provided, every worker shall at the end of each year of his employment by the employer become entitled to an annual holiday of three weeks paid on the basis of the worker's average, weekly, taxable earnings: Provided that the holiday pay does not exceed the worker's ordinary pay plus 30 percent and provided, further that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday. For the purpose of calculating a worker's average, weekly, taxable earnings for the year the employer may fix a close-off date other than the anniversary date of the worker's commencement of employment.

(b) Delete.

(c) Same.

(d) Same.

(e) Amend to read: Where the employment of any worker is terminated at the end of a period of employment which is not less than three weeks but less than one year, the employer shall forthwith pay to the worker in addition to all other amounts due to him an amount equal to 6 percent of his gross taxable earnings but not exceeding 7.8 percent of his gross ordinary pay for that period of employment.

(f) Same.

(g) Also Amend to read: 6 percent and 7.8 percent.

(h) Delete.

(i) Same.

8. Payment of Wages – Same.

9. Termination of Employment – Same.

10. General Conditions —

(a) Same.

(b) (i) Same.

(ii) A worker shall be eligible for the issue of two pairs of overalls, and two pairs of safety regulation boots, one week after commencing employment. Laundering and maintenance of such overalls shall be the responsibility of the worker. Overalls returned to the Company after twelve months for replacement shall be first laundered by the worker.

(iii) Same.

(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, tea/coffee and sugar for all smokos and lunches or pay an allowance to cover same.

(ii) Same.

(d) Same.

(e) Same.

(f) (i) Same.

(ii) First Aider: If a worker who is the holder of a current St. John's first-aid certificate, or its equivalent, is directed to act as job first-aider, he shall be paid an allowance of \$1.80 per week whilst so employed.

(g) Same.

(h) Same.

(i) Same.

(j) Same.

(k) Where workers are unable to return home for the meal interval occurring after 10 hours of work from the commencement of work, the employer shall provide a meal or allow meal money at the rate of \$1.50 per meal.

11. Service Allowance —

(a) For continuous service exceeding one year — \$1.50 per week.

(b) For continuous service exceeding two years — a further \$1.50 per week, making \$3.00 per week in all.

(c) Same.

(d) Same.

(e) Same.

12. Sick Pay —

(a) After six months continuous service with the employer a worker shall be entitled for each subsequent year of service to sick pay for up to ten days calculated at the rate of his ordinary pay, reduced by the amount of any social security sickness benefit or any other payment to which the worker would be entitled in respect of such incapacity. Sick pay shall be accumulative by carrying forward from one year to another any unused sick pay days.

(b) Same.

(c) Same.

(d) Same.

(e) Same.

(f) Same.

(g) Same.

(h) Same.

(i) Same.

13.—19. Same.

20. Term of Agreement — This Agreement shall come into force on August 15th 1973 and shall continue in force until August 14th 1974. N. R. Taylor, Chairman.

Dated at Wellington, this 25th day of February 1974. G. O. Whatnall, Member.
A. D. Hennessey, Member.

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FLETCHER INDUSTRIES LIMITED LUCERNE DIVISION
ASHBURTON EMPLOYEES – AMENDMENT OF AGREEMENT

Dated 20/12/74

ORDER OF THE INDUSTRIAL COMMISSION PURSUANT TO REGULATION
48 (2) OF THE WAGE ADJUSTMENT REGULATIONS 1974

The Fletcher Industries Limited, Lucerne Division, Ashburton Employees' Industrial Agreement – dated 28.11.72 shall be deemed to be amended as follows:

Clause 3 – Shifts:

Delete 90 cents and substitute \$1.00.

Clause 5 – Rates of Pay:

Delete rates shown and substitute the following:

	Per Hour
	\$
Plant Operator, Foreman	1.73.5
Plant Operator	1.63.5
Harvester Operator	1.60
Front End Loader Driver	1.60
Yardman/Driver	1.50
Other Worker	1.35.6

Clause 7 – Annual Holidays:

Delete existing clause and substitute the following:

(a) Except as otherwise provided, every worker shall at the end of each year of his employment by the employer become entitled to an annual holiday of three weeks paid on the basis of the worker's average weekly taxable earnings: Provided that the holiday pay does not exceed the worker's ordinary pay plus 30 percent and provided, further, that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday. For the purpose of calculating a worker's average weekly taxable earnings for the year the employer may fix a close-off date other than the anniversary date of the worker's commencement of employment.

(b) For the purpose of this clause lump sum special payments shall be excluded from the computation of average weekly taxable earnings, and ordinary pay shall be as defined in the Annual Holidays Act 1944.

(c) Where a holiday is taken in more than one period the amount payable under this clause shall be divided proportionately. Where a holiday is allowed wholly or partly in advance of the date fixed by the employer as provided in subclause (a) of this clause it shall be sufficient compliance with this clause for payment to be assessed on the percentage formula prescribed in subclause (e) subject to final adjustment and payment of any remainder after that date: Provided that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday.

(d) Where the employment of any worker is terminated at the end of a period of employment which is not less than three weeks but less than one year, the employer shall forthwith pay to the worker, in addition to all other amounts due to him an amount equal to 6 percent of his gross taxable earnings but not exceeding 7.8 percent of his gross ordinary pay for that period of employment.

(e) Where the period of employment is less than three weeks the amount to be paid as proportionate holiday pay shall be as prescribed by the Annual Holidays Act 1944.

(f) Where it is customary for the employer to allow annual holidays to his workers or to any class of his workers during a period in each year when his premises are closed or the work of these workers is for any reason discontinued, and at the date of the commencement of any such period any such worker has not become entitled to any annual holiday then the worker shall not be entitled to any wages for three weeks following that date, but the employer shall before that date pay to him, in addition to all other amounts due to him, an amount equal to 6 percent of his gross taxable earnings but not exceeding 7.8 percent of his gross ordinary pay for the period of his employment up to that date, and the next year of his employment shall be deemed to commence on that date.

(g) The employer shall give to each worker not less than two weeks' notice of the date of his annual holidays.

10. (b) (iv) General Conditions:

Any worker providing himself with approved safety footwear and wearing same, shall be paid an allowance of 60 cents per week. As to what constitutes approved safety footwear shall be decided by the company in conjunction with the local union representative.

(c) (i) Smoko:

Delete existing clause and substitute the following:

The employer shall allow each employee a rest period of ten minutes in the morning and afternoon without loss of pay. The employer shall supply hot water, tea/coffee, milk and sugar for all smokos and lunches.

Clause 10 (f) (ii) – First Order:

Delete \$1.50 substitute \$1.65.

(k) Meal Allowance:

Delete 92 cents substitute \$1.10.

Clause 11 – Service Allowance:

(a) Delete \$1.00 substitute \$1.20.

(b) Delete \$1.00 and \$2.00 and substitute \$1.20 and \$2.40 respectively.

Clause 12 – Sick Pay:

(a) Delete last sentence and substitute therefor:

Sick pay shall accumulate up to a maximum of 20 days per year, by carrying forward from one year to another any unused sick pay of up to 15 days.

This amendment shall be deemed to have come into force on the 15th day of August 1973.

Dated at Wellington this 20th day of December 1974.

G. O. Whatnall, President.

MEMORANDUM

Any increase pursuant to the Wage Adjustment Order dated 11.8.73 shall be deemed to have been incorporated in the wage rates specified in this amendment.

The Wage Adjustment Order dated the 16.1.74 shall be deemed to apply according to its tenor to the wage rates and allowance contained in the principal agreement dated 28.11.72.

NOTE – This order replaces an incorrect document issued and published in error and dated the 25th day of February 1974.

G. O. Whatnall, President.