

(10563.) OTAGO AND SOUTHLAND CEMENT-WORKERS.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Milburn Lime and Cement Co., Ltd. (hereinafter called “the employers”), and the Otago and Southland Lime, Cement, Phosphate, and Marl Employees’ Industrial Union of Workers (hereinafter called “the union”).

THE COURT of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, 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 from the 4th day of December, 1933, and shall continue in force until the 4th day of December, 1934, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

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 28th day of November, 1933.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. A week's work shall not exceed forty-eight hours. The hours of work shall be between 7.30 a.m. and 5 p.m. on five days of the week, and between 7.30 a.m. and 12 noon on Saturday.

Shift Work.

2. Men employed on shifts shall commence the first shift at 12 midnight and cease work at 8 a.m. The second shift shall commence at 8 a.m. and cease at 4 p.m. The third shift shall commence at 4 p.m. and cease at 12 midnight.

Overtime.

3. All time worked in any one day outside of or in excess of the hours mentioned in clauses 1 and 2 hereof shall be considered overtime, and shall be paid for at the rate of time and a quarter for the first two hours and time and a half thereafter. Except when changing shifts, any man working more than one shift shall be paid at overtime rates.

Holidays.

4. (a) The following shall be recognized holidays: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Labour Day, and Anzac Day.

(b) Men required to work on holidays prescribed in this clause shall be paid time and a half rates.

Sunday Work.

5. (a) Time worked on Sunday shall be paid for at the rate of time and a half for eight hours. All time worked in excess of eight hours shall be paid for at the rate of double time, except when relieving a mate, when time and a half shall be paid.

(b) If men are called upon to do Sunday work and on turning out are not required, they shall be paid a half-day's pay at Sunday rates.

(c) The loco-tractor driver when ordered out on Sunday shall receive not less than two hours' pay at Sunday rates.

Meal Allowances.

6. No man shall be required to work more than five hours continuously without being allowed time for a meal or meal allowance of 1s. 6d.: Provided that if men are required to work overtime continuously for more than two hours at other than shift-work they shall be allowed half an hour for a meal and a meal allowance of 1s. 6d.

Wages.

7. The following shall be the minimum rates of wages payable to the following classes of workers :—

	Per Hour.	
	s.	d.
Burners (rotary kiln)	1	9
Shift engineers	1	11½
Tube-mill greaser and coal-drier	1	8
Assistant tube-mill greaser	1	7
Petrol-loco driver	1	8
Baggers	1	8
Permanent cement loaders-out	1	7
Marl-pit truckers	1	7
Quarryman with explosive permit	1	9
Hydrate lime plant workers	1	8
Electric-shovel driver	1	8
All other workers	1	6

Special Provisions.

8. (a) Men taken off day-work for shift-work shall not lose time thereby.

(b) Baggers shall be paid double time when the fan is off for more than one day.

(c) Baggers shall be paid 1d. per hundred per man extra when working with old bags.

(d) Respirators shall be supplied to men working in dust when same are required.

(e) Goggles shall be supplied by the employer when same are required.

(f) Men employed in cleaning out coal-bins, clinker-bins, and cement-silos, or other work mutually agreed upon between the works manager and the men concerned as being dirty work, shall be paid 2s. 6d. per hour.

(g) All tools shall be supplied by the employer.

(h) Gum-boots and oilskin coats shall be kept in store for the use of marl-pit truckers in wet weather.

(i) A modern first-aid outfit, fully equipped, shall be kept in an accessible and convenient place at the works.

(j) An oilskin coat for the use of the shunter shall be available when he requires same.

Sanitary Conveniences.

9. Proper sanitary conveniences shall be provided ; also change-rooms, lockers, and bathrooms.

Matters not provided for.

10. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the president or secretary of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the local Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party if dissatisfied with the decision of the Conciliation Commissioner may appeal to the Court upon giving written notice of such appeal to the other party within fourteen days after such decision shall have been communicated to the party desiring to appeal.

Preference.

11. (a) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within seven days after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same. The provisions of this sub-clause relating to the dismissal of workers shall apply, with equal effect, to any worker coming within the scope of this award engaged since the 13th day of September, 1929, but before the coming into force of this award, who is not a member of the union during the currency of this award.

(b) The provisions of this clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions, not exceeding 6d. per week, and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being more than three months in arrear, without reasonable excuse, in his contributions to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his contributions, and £1 for misconduct at a meeting of the union.

Under-rate Workers.

12. Any worker who by reason of old age or other disability is incapable of earning the minimum wage fixed by this award, may be

paid such lower wage as may from time to time be fixed on application of the worker to the secretary of the union and the company's works manager.

Term of Award.

13. This award shall come into force on the 4th day of December, 1933, and shall continue in force until the 4th day of December, 1934.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 28th day of November, 1933.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The only matter referred to the Court was the date of the coming into force of the award. In other respects the award embodies the recommendations of the Conciliation Council, which the parties agreed to accept.

F. V. FRAZER, Judge.
