

SOUTHLAND CEMENT CO. LTD. **EMPLOYEES**—INDUSTRIAL AGREEMENT

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

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this the 11th day of February 1957, between the Southland Cement Co. Ltd. Orawia, (hereinafter called "the employers") of the one part, and the Southland General Labourers and Related Trades Industrial Union of Workers (hereinafter called "the union") of the other part, witness that it is hereby agreed between the employers and the union as follows:

1. The terms, conditions, stipulations 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 shall respectively 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 of this agreement, or the said terms, conditions, stipulations and provisions, but shall in all respects abide by and perform the same.

SCHEDULE

Industry to Which the Agreement Applies

1. This agreement shall apply only to the workers as set out in clause 3 employed by the Southland Cement Co. Ltd. at Orawia.

Hours of Work

2. The ordinary hours of work shall not exceed forty hours per week, or eight hours per day, to be worked between 7.30 a.m. and 5 p.m. on five days of the week, Monday to Friday both days inclusive.

	<i>Wages</i>	<i>Per Hour</i>	
		s.	d.
3. Burners	5	4
Lab. testers (laboratory)	5	4
Miller	5	3
Gantry	5	1
Meal box	5	1
Hammer-mill	5	1
Storeman	5	1
Greaser	5	1
Furnace and miller	5	1
Packers	5	1
Labourers	4	10

All other workers employed in or around the works shall be paid not less than 4s. 10d. per hour.

Overtime

4. (a) All time worked in excess of the daily hours fixed in clause 2 of this agreement shall count as overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter, provided that time worked before noon on Saturday shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b) Except in the case of shift-work, and time worked before the usual commencing time or after 5 p.m. on five days of the week shall be considered overtime and shall be paid for in accordance with the rate fixed in sub-clause (a) hereof.

For the purpose of this clause the usual commencing-time shall be recognised commencing-time of work on the job.

(c) Any work done after 12 noon on Saturdays shall be paid for at double time rates.

(d) Workers required to work continuously for more than five hours without an interval of at least half an hour for a meal shall be paid for the excess time at time and a half rates.

(e) In the case of shift-workers, time worked on Saturdays shall be paid for at the rate of time and a half for the first three hours, double time thereafter. All time worked on Saturdays after 12 noon, shall be paid for at double rates.

Increase in Rates of Remuneration

5. The rates of remuneration determined by this agreement shall be increased to the extent and in the manner prescribed by the general order of the Court made under the Economic Stabilisation Regulations 1953, and dated the 26th day of October 1956.

(EXPLANATORY NOTE—The general order of 26 October 1956, increased rates of remuneration determined by awards and industrial agreements by an amount equal to 18 per cent thereof, but excluded from the scope of the increase—

- (1) Such portion of the remuneration of each worker in each week as exceeded the amount of £13 in the case of adult workers (male) the amount of £9 15s. in the case of adult workers (female) and the amount of £7 10s. in the case of male and female workers under the age of twenty-one years; and
- (2) All allowances in respect of tools, bicycles, motor vehicles, protective or special clothing, or special footwear.

The term "remuneration" means salary or wages; and includes time and piece wages and overtime and bonus and other special payments; and also includes allowances, fees, commission, and any other emolument, whether in one sum or several sums; and also includes travelling expenses.)

Shifts

6. (a) Shifts may be worked where necessary, and in such cases, normal shifts shall consist of eight hours, including crib-time.

(b) The eight hour shifts shall not be broken.

(c) For the purpose of this clause "shift-work" shall mean work which is carried out by two or more successive relays or spells of workmen, each relay performing substantially the same duties as the outgoing shift. Work shall not be deemed to be shift-work unless shifts are worked on four or more consecutive working-days.

(d) Men on shifts shall be paid 3s. 6d. per shift extra.

Payment of Wages

7. Wages shall be paid fortnightly, on a regular pay day, and not later than Thursday in working hours, and all waiting-time shall be paid for at ordinary rates; but for the purpose of this clause Saturday, Sunday, or holidays shall not count as waiting-time.

Statutory Holidays and Annual Holidays

8. (a) The following shall be observed as holidays: New Year's Day, 2nd January, Good Friday, Easter Monday, Anzac Day, Labour Day, Christmas Day, Boxing Day, and the Birthday of the reigning Sovereign

(b) In the event of a holiday other than Anzac Day, falling on a Saturday or a 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.

(c) The employer shall pay wages for the above holidays to all workers performing work coming within the scope of this agreement who have been employed by him at any time during the fortnight ending on the day on which the holiday falls.

(d) For work done on any of the holidays mentioned in sub-clause (a) hereof payment shall be made at the rate of double time in addition to any payment the worker may be entitled to.

(e) All time worked on Sunday shall be paid at double time rates with a minimum of two hours.

(f) *Annual Holidays:* (i) Workers other than shift-workers shall be allowed annual holidays in accordance with the provisions of the Annual Holidays Act 1944.

(ii) Shift-workers, after each complete twelve months of service, shall be allowed a holiday of three clear weeks, (fifteen working days) at their ordinary rate of pay.

(iii) Any shift-worker who has been employed for less than twelve months but not less than three months upon the termination of his employment or upon his transfer to work other than shift-work, shall be entitled to receive proportionate holiday pay computed at his ordinary rate of pay.

(iv) Shift-workers for the purposes of this clause are workers who are regularly employed on rotating shifts or are continuously employed on afternoon or night shifts.

Termination of Employment

9. Not less than two hours' notice shall be given by either party of the termination of the employment. Nothing in this clause shall prevent the employer from summarily dismissing any worker for serious misconduct. In the event of any worker being dismissed all wages due to him shall be paid immediately. Any worker leaving, shall, on request, be paid the wages due to him within twenty-four hours. All waiting-time beyond the prescribed time shall be paid for at ordinary rates; but for the purpose of this clause Saturday, Sunday, or holidays shall not count as waiting-time.

Tools

10. All tools shall be supplied by the employer.

Refreshments

11. One man only may be permitted reasonable time to prepare a hot drink for the employees, who shall be allowed a ten minute break morning and afternoon, provided there shall be no complete cessation of work.

Gumboots

12. Gumboots shall be supplied by the employer to workers, when they are working in water or liquid slush or slurry over 1 in. in depth, a worker shall be paid an allowance of 3½d. per hour when required to wear gumboots for not less than two hours in any day.

First-aid

13. Fully-equipped first-aid outfits shall be kept in convenient and accessible places.

Accommodation

14. Where reasonably necessary, each employer shall provide suitable accommodation to enable the workers to change and dry their clothes and have their meals. No lime, cement, sacks or tools shall be stored in the lunch room. The employer shall also supply proper sanitary accommodation for the workers, and shall be responsible for such accommodation being kept reasonably clean. The employer shall make provision for boiling water for meals and refreshments. Safe shelter and clean drinking water shall be provided for all workers within a reasonable distance from their work.

General Provisions

15. (a) Goggles and/or respirators shall, on request, be supplied to workers requiring same.

(b) Aprons shall be supplied to workers inside the factory, the nature of whose employment necessitates the use of same.

(c) Where workers are required by the employer to live on the job, the employer shall provide suitable accommodation for such workers in accordance with the terms of section 6 of the Shearers' Accommodation Act. Where a dispute arises concerning the rent, the matter shall be dealt with under clause 19, (Disputes).

(d) Where the cement works is so situated that the workers are unable to obtain a residence adjacent to the works, and where the employer does not furnish transport to and from the works, an allowance for travelling, exceeding three miles, to and from the works and the worker's place of residence shall be paid at the rate of $3\frac{1}{2}$ d. per mile for the distance travelled beyond the three mile point, measured by the nearest convenient mode of access for foot-passengers.

(e) After employment for one month a worker substantially employed outside, shall be paid an oilskin and clothing allowance of 3s. per week.

Workers to be Members of Union

16. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, it shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this agreement for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested to do so by his employer or any officer or representative of the union, commits a breach of this agreement, and shall be liable accordingly.

(NOTE—Attention is drawn to section 174 (3) of the Industrial Conciliation and Arbitration Act 1954, which gives to workers, the right to join the union.)

(d) Each employer shall, on written request, supply to the secretary or the local union, or of the New Zealand Federated Labourers' Industrial Association of Workers a list of the workers employed under this agreement. Such request shall not be made more often than once each three months.

Under-rate Workers

17. (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 fourteen 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 period 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.

Variation of Duties

18. Nothing in this agreement shall prevent any worker covered hereby from doing work covered by another agreement, provided that whilst so engaged, he shall be paid at least the rate which is fixed in such other agreement.

Disputes

19. The essence of this agreement being that the work of the employers 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 therewith and not 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 in 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 fourteen days after such decision has been made known to the party desirous of appealing.

Scope of Agreement

20. This application of the agreement is restricted to the parties named herein.

21. Term of agreement: One year from 11 February 1957.

Signed on behalf of the Southland Cement Co. Ltd.:

D. D. FEA.
E. B. ROUT.

Signed on behalf of the Southland General Labourers and Related Trades Industrial Union of Workers:

[L.S.]

P. C. PETERSEN.
D. HARRIS.

Date: 11 February 1957.