

ALLIANCE FREEZING WORKS PROJECT 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 1st day of June 1958, between Messrs Wilkins and Davies Construction Co. Ltd., being the contractors to the Alliance Freezing Co. Ltd., hereinafter called "the employers" of the one part, and the Southland General Labourers and Related Trades Industrial Union of Workers, hereinafter called "the employees" of the other part.

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

SCHEDULE

1. Persons to whom the agreement applies. This agreement shall apply only to workers as set out in clause 3.

Hours of Work

2. Except where otherwise specified, the ordinary hours of work shall not exceed 40 hours per week, eight hours per day, to be worked between 7.30 a.m. and 5 p.m. Monday to Friday, both days inclusive.

Wages

3. (a) The minimum rate of wages for workers employed under this agreement shall be: Labourers, 5s. 8d. per hour, this rate includes the Court order of 18 per cent.

The above rate shall be subject to any increases granted in conciliation and approved by the Arbitration Court, or by any general wage order. Such increases to take place as from the time agreed upon in conciliation.

(b) The employers shall, when engaging any worker inform the worker he is employed on an hourly basis.

(c) Leading hand 8d. per hour extra.

(d) Steel fixers 5d. per hour extra.

(e) Steel bending 4d. per hour extra.

(f) Riggers 5d. per hour extra.

(g) Concrete mixers 4d. per hour extra.

(h) General concrete workers 3d. per hour extra.

(i) Skilled allowance 4d. per hour extra.

(j) Asphalt and tar workers, or working with bitumen or workers applying insecticides containing creosote, lead compounds, or emulsified preparations containing any such material shall be paid 3d. per hour extra.

(k) Scaffolders erecting and dismantling scaffolds for which notice of erection is necessary under the Scaffolding and Excavation Act 1922, shall be paid while so employed not less than 4d. per hour extra.

(l) Crane dogmen shall be paid $3\frac{1}{2}$ d. per hour extra. Labourers employed in operating heavy mechanical equipment driven by power units of 10 h.p. or over, such as winches, cranes, pile-drivers, derricks, crushers, and loaders shall be paid $2\frac{1}{4}$ d. per hour extra, provided that this sub-clause shall have no application to any worker operating steam driven equipment, nor to any driver of any implement used on excavation work and drawn by horse or hauled or propelled by motor or of any tractor.

(m) Workers using the following shall be paid $2\frac{3}{4}$ d. per hour extra:

Power-vibrators, pneumatic hammers, drills, mechanical rammers, borers, and breakers.

(n) Workers employed in sinking shafts, sumps, pier-holes, or working in trenches over 6 ft in depth shall be paid the following extra payments:

Over 6 ft and up to and inclusive of 12 ft: $2\frac{1}{4}$ d. per hour extra.

Over 12 ft and up to and inclusive of 20 ft: $3\frac{1}{2}$ d. per hour extra.

Over 20 ft: the last mentioned rate plus $1\frac{1}{4}$ d. per hour, additional for every 7 ft over 20 ft.

(o) Workers required to work under floors where the underside of the joist is less than 3 ft from ground level shall be paid $2\frac{1}{4}$ d. per hour extra while so engaged. This sub-clause shall not apply to the stripping of boxing.

(p) Any worker required to work on a swinging stage or on a ladder or employed on work on towers, steeples, or chimney-stacks, shall be paid the following extra rates:

For heights exceeding 35 ft and up to and including 70 ft $2\frac{1}{4}$ d. per hour extra.

For heights exceeding 70 ft and up to and including 105 ft $4\frac{1}{2}$ d. per hour extra.

For heights exceeding 105 ft and up to and including 140 ft 7d. per hour extra.

For heights exceeding 140 ft and up to and including 170 ft $9\frac{1}{4}$ d. per hour extra.

(q) No two of the above allowances can be paid at the same time.

Payment of Wages

4. (a) Wages shall be paid weekly on a regular pay day which shall not be later than Thursday. All waiting time shall be paid for.

(b) When a worker is discharged he shall be paid without delay, and when a worker leaves, he shall on demand be paid within 24 hours of leaving, all waiting time beyond the prescribed time shall be paid for at ordinary rates.

(c) A time sheet showing the daily ordinary and overtime hours worked by each employee shall be kept by the employer and signed by the employee at the conclusion of the week's work.

(d) Details of the wage make-up shall be made available to any employee on request and he shall be entitled to take a copy of same if he so desires.

Overtime

5. (a) All work done outside or in excess of the daily hours fixed in clause 2 of the 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.

(b) Any work done in excess of four hours on Saturday or after 12 noon on Saturdays shall be paid for at double time rates.

(c) Any worker having to work all day and having to continue to work until midnight shall be given eight hours off, or be paid double time for all time worked on the second day.

(d) Any time worked in excess of five hours without an interval of half an hour for a meal shall be paid for at overtime rates.

Holidays

6. (a) The following shall be recognised holidays which shall be paid for at ordinary rates except when the holiday falls on a day other than an ordinary working day: New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, Christmas Day, Boxing Day, Anniversary Day or a day in lieu thereof, (Easter Tuesday).

(b) 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 occurs.

(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 otherwise provided any work done on any of the above holidays or on Sundays shall be paid for at double time rates.

Annual Holidays

7. The provisions of the Annual Holidays Act 1944, shall apply to workers covered by the provisions of this agreement.

Men Working in Cylinders Under Compressed Air

8. The rate of pay and conditions for men working in cylinders under compressed air shall be agreed upon between the union and the employer for each job.

General Provisions

9. (a) No deduction in respect of time lost by any worker shall be made from the wages payable to him except for time lost by reason of the default of the worker or by reason of his illness or of any accident suffered by him.

(b) In the case of hourly workers two hours notice of termination shall be given or two hours wages paid or forfeited as the case may be; but nothing herein contained shall prevent an employer from summarily dismissing a worker for misconduct.

(c) Any worker called upon to perform work of an unusually dangerous nature, or of an unusually dirty or offensive nature shall be paid such extra rate per hour as may be agreed upon between the employer and the worker. Failing agreement, the rate shall be settled by a disputes committee constituted in accordance with the provisions of clause 18 of this agreement.

Accommodation

10. (a) The employer shall provide where reasonably necessary, accommodation to the satisfaction of the Inspector of Awards to enable workers to change and dry their clothes and have their meals. The employer shall also provide proper sanitary accommodation.

(b) Where the Inspector of Awards considers it practicable, reasonable ablution facilities shall be established on all jobs.

(c) Boiling water shall be provided at meal times and for refreshment respite.

Accidents

11. A modern first-aid emergency case, fully equipped shall be kept by the employer in a convenient and accessible position in every place where the Inspector of Awards shall deem it necessary.

Tools

12. All tools shall be supplied by the employer.

Wet Places

13. Where workers are called upon to work in water, slush, mud, or wet concrete lin, or more in depth, the employer shall provide such workers with gumboots suitable for the work. In the event of a dispute the matter shall be referred to the works engineer and the workers' delegate on the job for settlement.

Stoppage of Work

14. (a) Workers attending at the place of work and being stood down by reason of there being no work (other than on account of weather conditions) shall receive three hours' pay at ordinary rates, unless previously notified that their services were not required for that day. In the case of work not proceeding at the commencement of the day owing to bad weather conditions, workers so attending shall be paid for two hours.

(b) If workers are required by the employer to stand by in wet weather, they shall be paid ordinary rates until the employer cancels his instructions to stand by.

Tar and Bitumen Work

15. (a) Men engaged in using tar, bitumen, crude oil, bituminous emulsions, creosote, or any similar substances shall be supplied with gloves, overalls, gumboots, or other protective materials, cotton-waste and coconut oil.

(b) Where any worker commences to use any of the above mentioned materials he shall be paid the prescribed rates for the remainder of the day, irrespective of the time he is engaged.

(c) Five minutes at lunch time and 10 minutes at knocking-off time shall be allowed to these men to wash and change.

Meal Money

16. (a) The employer shall provide a meal or allow meal money at the rate of 4s. per meal when workers are called upon to work one hour or later after their usual daily time of knocking-off, provided such workers cannot reasonably get home for their meals and provided further, they have not been notified of such overtime on the day preceding the day on which they are required to work overtime.

(b) Men shall work during the regular meal-times if required to do so by the employer and shall be paid time and a half rates for the time so worked: Provided that in no case shall a man be employed for more than five hours without being given the time usually allowed for a meal.

(c) A morning and afternoon break of 10 minutes shall be allowed without deduction of wages.

Membership of Union

17. (a) It shall not be lawful for the contractors 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 purpose of subclause (a) a person of the age of 18 years or upwards, and every 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 21 years and upwards shall be deemed to be an adult.

(c) As soon as practicable after the engagement of a worker covered by this agreement the contractors shall notify the appropriate union of the date of engagement, together with the workers name and intended classification under this agreement.

(d) On engagement or within one month thereafter any worker so engaged or employed shall become a financial member of the appropriate union party to this agreement.

(e) 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 the union when requested to do so by his employer or by any officer or any representative of the appropriate union, shall be liable for dismissal by the contractor.

(f) On the first pay day in each of the months of April, July, October and January, the contractors shall deduct as union fees, the sum of 10s. from each worker covered by this agreement, and forward this money so deducted to each individual appropriate union.

Disputes

18. 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, as to any matter whatsoever arising out of this agreement and not specifically dealt with by this agreement, or if any dispute or difference shall arise between the parties in connection with any matter relevant to 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 for the district. Either side shall have the right to appeal to the Court against the decision of any such committee upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

Term of Agreement

19. This agreement shall come into force on the 1st day of June 1958, and shall remain in force for 18 months thereafter.

In witness whereof the parties hereto have executed these presents the day and year first above written.

Signed on behalf of:

Messrs Wilkins and Davies Construction Co. Ltd., being the Contractors to the Alliance Freezing Co. Ltd., Southland—

S. N. CLARK, Engineer.

and the Southland General Labourers and Related Trades Industrial Union of Workers—

D. HARRIS, Secretary.