

ZINC OXIDE LTD. EMPLOYEES—INDUSTRIAL AGREEMENT*[Filed in the Office of the Clerk of Awards, Auckland]*

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 4th day of November 1959, between the Auckland Ceramic, Concrete, Builders' and General Labourers' and Related Trades Industrial Union of Workers, 196 Hobson St., Auckland (hereinafter called "the union") of the one part, and Zinc Oxide Ltd., Hamer St., Auckland C. 1 (hereinafter called "the employer") of the other part, whereby it is mutually agreed by and between the parties hereto as follows:

1. That the terms, conditions, stipulations, and provisions contained and set out in the Schedule hereto shall be binding upon the parties, and they shall be deemed to be and hereby declared to form part of the agreement.

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

SCHEDULE**APPLICATION OF AGREEMENT***Hours of Work*

1. (a) The ordinary hours of work shall not exceed 40 per week, nor more than eight per day, on five days of the week, Monday to Friday, both days inclusive.

(b) The hours of a day worker (other than a shift worker) shall be between 7.30 a.m. and 5 p.m.

Shift Work

2. (a) Shifts may be worked where necessary, and in such cases shifts shall consist of not more than eight hours, including crib time which shall be paid for.

(b) 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 shifts. Work shall not be deemed to be shift work unless shifts are worked on four or more consecutive working days.

(c) A worker employed on shift work shall be paid a shift allowance of 3s. 6d. per shift extra.

Wages

3. The following shall be the minimum rates of wages:

	£	s.	d.
Weekly workers	14	10	0 per week
Casual workers	0	7	3 per hour

A "casual worker" is a worker who is employed for less than one week.

A worker who is in receipt of a higher rate of pay as provided for in this agreement shall not be reduced in his rate of pay.

Overtime

4. (a) Except as provided for in sub-clause (b) hereof, all time worked in excess of the daily hours fixed in clause 1 of this agreement, shall count as overtime and shall be paid for at the rate of time and half for the first three hours and double time thereafter.

(b) All time worked before 12 noon on Saturdays shall be paid for at time and half for the first four hours and double time thereafter. All time worked after 12 noon on Saturdays shall be paid for at double time rates.

(c) For work done on Sundays, New Year's Day, 2nd January, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Christmas Day, Boxing Day, and the birthday of the reigning Sovereign, double rates shall be paid in addition to the ordinary pay.

(d) For the purpose of this clause each day shall stand by itself.

(e) When it is necessary that overtime shall be worked, preference shall be given to the company's regular employees.

Holidays

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

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

(c) Where any worker has been employed on work coming within the scope of this agreement by more than one employer during the fortnight ending on the day on which any of the above holidays occurs, he shall be entitled to receive payment for the holiday from such one or more of these employers, and if more than one, in such proportions as the Inspector of Awards determines.

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

Requirements of Economic Stabilisation Regulations

6. No worker bound by this agreement shall in any week be paid a lesser amount by his employer than the worker would have been entitled to be paid under this agreement, if it had specifically applied the general order of the Court dated 18 September 1959 otherwise than by incorporation pursuant to the pronouncement of the Court dated 18 September 1959.

Accommodation

7. The employer shall supply suitable accommodation to enable workers to change and dry their clothing and have their meals. No tools or materials to be stored in the change room. Employers shall also provide satisfactory sanitary accommodation and make provision for boiling water for meals. A shower and suitable washing conveniences shall be provided.

Meal Money

8. The employer shall allow meal money at the rate of 4s. per meal when workers are called upon to work overtime on any day and provided that such workers cannot reasonably get home to their meals and provided, further, that they have not been notified of such overtime on the day preceding the working of such overtime.

Transport Allowance

9. Workers called upon to work overtime and starting and finishing work at a time when the ordinary means of transport have ceased running shall be conveyed to and from their homes at the expense of their employer.

Accidents

10. A modern first aid emergency case, fully equipped shall be kept by the employer in a convenient and accessible place at the factory. Accidents shall be reported and recorded in an accident book by the leading hand or the person in charge.

Job Delegate

11. A job delegate shall be appointed from time to time and shall be recognised as such by the employer.

Termination of Employment

12. Four hours notice of termination of employment shall be given on either side, and all wages due shall be paid immediately on termination in the employers time. All waiting time shall be paid for at ordinary rates.

Payment of Wages

13. Wages shall be paid weekly in working hours and not later than Thursday in each week, except where a holiday falls on a Friday, when wages shall be paid on a Wednesday.

Smoke-oh

14. An interval of 10 minutes shall be allowed each morning and afternoon without any deduction from pay, and in the case of shift workers two paid breaks of 10 minutes shall be allowed at a recognised time, providing there shall be no cessation of work.

Disputes

15. The essence of this agreement being that the work of the employer shall not on any account whatsoever be impeded but shall proceed as if no dispute has 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 disputes committee to be composed of two representatives from each side, together with an independent chairman to be mutually agreed upon, and in default of agreement to be appointed by a Conciliation Commissioner.

Should either party fail to appoint representatives to the disputes committee, either party may refer the matter in dispute to a Conciliation Commissioner, who may either decide the matter, or refer the matter to the Court. In the event of the disputes committee failing to agree the matters shall be referred to the Court. In the event of the disputes committee coming to a decision, either side shall have the right of appeal to the Court against the decision of the committee or the decision of the Commissioner, and written notice of such appeal shall be given to the other side within 14 days after such decision has been made known to the party desirous of appealing.

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 bound by this agreement.

(b) For the purposes of sub-clause (a) of this clause a person of the age of 18 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 in this agreement for workers of the age of 21 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 the worker the right to join the union.)

Scope of Agreement

17. This agreement shall apply only to the parties hereto.

Term of Agreement

18. This agreement shall be deemed to have come into force on the date of signing thereof and shall continue in force until 31 January 1961.

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

Signed for and on behalf of the Auckland Ceramic, Concrete, Builders', and General Labourers and Related Trades Industrial Union of Workers.

H. KAY, Secretary.

Witness to the above signature: R. E. Jones.

Signed for and on behalf of Zinc Oxide Ltd.

T. L. GICK, Director.

Witness to the above signature: R. Douglas.