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**SOUTHLAND CEMENT CO. LTD. EMPLOYEES—AWARD**

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

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Southland Labourers and Related Trades Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned company (hereinafter called “the employers”):

Southland Cement Co. Ltd., Orawia.

THE Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 130 of the Industrial Conciliation and Arbitration Act 1954, 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 as hereinafter provided and shall continue in force until the 10th day of February 1965 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 21st day of March 1963.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

##### *Industry to Which Award Applies*

1. This award 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 40 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.

##### *Wages*

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

	Per Hour	
	s.	d.
Raw miller .....	7	4 $\frac{3}{4}$
Cement miller .....	7	1
Burner .....	7	6 $\frac{1}{4}$
Meal box and mixing attendant .....	7	0 $\frac{1}{2}$
Shift tester .....	7	6 $\frac{1}{4}$
Crane and loader driver .....	7	0 $\frac{1}{2}$
Leading hand bagging .....	7	5 $\frac{1}{4}$
Loader out .....	7	0
Hammer mill .....	7	0 $\frac{1}{2}$
Storeman .....	7	2
Workers not otherwise specified .....	6	11

After one month's continuous employment all workers shall be deemed to be weekly workers and shall be paid as such.

##### *Overtime*

4. (a) Except in the case of shift work, time worked in excess of the daily hours fixed in clause 2 of this award 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. All time worked on Saturday after 12 noon shall be paid for at double rates.

(b) Except in the case of shift work, 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 subclause (a) of this clause.

(c) The employer shall allow meal money at the rate of 5s. per meal when workers are called upon to work two hours or more after the usual time of knocking off; provided he has completed a normal day's work.

(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 half for the first three hours and double time thereafter.

(f) Any worker required to work on any Saturday, Sunday, or any holiday shall receive not less than two hours' pay at schedule overtime rates.

### *Shifts*

5. (a) The ordinary hours of work for shift workers shall not exceed five shifts of eight hours (inclusive of 30 minutes' crib time) each in any one week. If a worker is required to commence working a second shift within 24 hours of commencing the preceding shift, the second shift shall be paid for at overtime rates: Provided that this provision shall not apply in respect of a routine change of shift or at the commencement or finish of a period of shift work.

(b) Men employed on shift work shall not be called upon to work two weeks consecutively on the same shift, but shall change shifts weekly, except in cases of emergency when work may be carried on as required.

(c) Shift work shall mean work which is carried out by two or more successive relays of workers, each relay performing substantially the same type of work as the outgoing shift.

(d) Where workers are required to work on emergency work or for any reason they shall have a period of eight hours off work before required to commence again: Provided that where the period of eight hours off work extends into the worker's normal hours of work, the employer shall pay such worker at ordinary time rates for the normal working hours not worked by him.

(e) Shift workers shall be paid 3s. 9d. extra per shift.

### *Payment of Wages*

6. 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.

### *Holidays and Annual Holidays*

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

(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 award 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 subclause (a) of this clause 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 Sundays shall be paid for at double time rates.

(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 12 months' service shall be allowed a holiday of three clear weeks (15 working days) at their ordinary rate of pay.

(iii) Any shift worker who has been employed for less than 12 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 purpose of this clause are workers who are regularly employed on rotating shifts or are continuously employed on afternoon or night shifts.

(v) Workers in their tenth and subsequent years of service shall be allowed and paid for an additional five working days' holiday annually.

#### *Termination of Employment*

8. (a) Not less than two hours' notice in the case of hourly workers and one week's notice in the case of weekly workers shall be given by either party of the termination of employment.

(b) Where the required notice has not been given the party improperly terminating the employment shall pay or forfeit two hours' pay in respect of hourly workers or one week's pay in respect of weekly workers.

(c) Nothing in this clause shall prevent the employer from summarily dismissing any worker for serious misconduct.

(d) When a worker is discharged he shall be paid without delay, and when a worker leaves a job he shall, on demand, be paid within 24 hours of leaving. All wages due to such worker may be paid in cash or by cheque.

(e) All waiting time beyond the prescribed time shall be paid for at ordinary rates; but for the purpose of this clause Saturday, Sunday, and holidays shall not count as waiting time.

#### *Tools*

9. All tools shall be supplied by the employer.

#### *Refreshments*

10. (a) One man only may be permitted reasonable time to prepare a hot drink for the employees who shall be allowed a 10 minute break morning and afternoon, provided there shall be no complete cessation of work.

(b) Workers on afternoon and night shifts shall also be allowed a refreshment break during each four hour period of the shift, provided that there shall be no complete cessation of work.

(c) Provisions for the safe keeping of clothes, dishes, etc., shall be provided on the kiln floor.

### *Gumboots and Special Payments*

11. (a) 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.

(b) A worker working in cement silos shall be paid 2s. 6d. per hour extra.

(c) Excluding the work referred to in subclause (f) of this clause, 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 19 of this award.

(d) Where by agreement with his employer, a worker provides a vehicle, he shall be paid such allowance for use of same as may be mutually arranged, but such allowance shall not be less than the appropriate allowance prescribed by the Public Service Regulations.

(e) All workers shall be paid a clothing allowance of 2d. per hour except on the kiln platform and the bagging department where the rate shall be 3d. per hour.

(f) Workers required to work in the cement mill, dust collectors and/or coke crusher, shall be paid an additional rate of 9d. per hour.

### *First Aid*

12. Fully equipped first aid outfits shall be kept in convenient and accessible places and to the satisfaction of the Inspector of Awards. All accidents requiring first aid attention shall be recorded in an accident book.

### *Accommodation*

13. 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 also 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.

The employer shall provide facilities in the kiln, bagging and meal box, cement mill and raw mill, and laboratory departments to enable workers who crib on the job to heat their meals.

### *General Provisions*

14. (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 3 miles to and from the works and the worker's place of residence shall be paid at the rate of 3½d. per mile for the distance travelled beyond the 3 mile point measured by the nearest convenient mode of access for foot passengers.

(e) Workers substantially employed outside shall be supplied with oilskin trousers, coat and sou-wester hat by the employer.

(f) All clothing and gear issued to workers shall remain the property of the employer and shall be signed for by the worker.

#### *Deductions*

15. The employer may make a rateable deduction from the weekly wage for time lost by the worker through default, accident, or sickness.

#### *Unqualified Preference*

16. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

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

#### *Under-rate Workers*

17. (a) Any worker who considers himself 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 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 14 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 award shall prevent any worker covered hereby from doing work covered by another award provided that whilst so engaged he shall be paid at least the rate which is fixed in such other award.

#### *Disputes*

19. The essence of this award 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 award, or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with in this award, 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 14 days after such decision has been made known to the party desirous of appealing.

#### *Scope of Award*

20. The application of the award is restricted to the parties named herein.

#### *Term of Award*

21. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 11th day of February 1963, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 10th day of February 1965.

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 21st day of March 1963.

[L.S.]

A. TYNDALL, Judge.

#### **MEMORANDUM**

The award, including the operative date of provisions relating to wages, incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Council of Conciliation.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 16 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.