

NEW ZEALAND SOLUBLE SLAGS, LTD. (HUNTLY), **FERTILIZER-
WORKERS.**—AGREEMENT UNDER LABOUR DISPUTES
INVESTIGATION ACT, 1913

In the Court of Arbitration of New Zealand.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the agreement made on the 16th day of May, 1947, between the Otahuhu Chemical Manure Workers' Union (Inc.) and New Zealand Soluble Slags, Ltd.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no agreement made in pursuance of the Labour Disputes Investigation Act, 1913, shall come into force until it is filed under section 8 of the said Act: And whereas it is provided, further, that no such agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the agreement made on the 16th day of May, 1947, between the Otahuhu Chemical Manure Workers' Union (Inc.), of the one part, and New Zealand Soluble Slags, Ltd., of the other part: Now, therefore, the

Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said agreement for the purposes of the said regulations.

Dated this 26th day of September, 1947.

[L.S.]

A. TYNDALL, Judge.

NEW ZEALAND SOLUBLE SLAGS, LTD. (HUNTLY), FERTILIZER-WORKERS.—AGREEMENT UNDER LABOUR DISPUTES INVESTIGATION ACT, 1913

THIS agreement, made in pursuance of the Labour Disputes Investigation Act, 1913, this 16th day of May, 1947, between the Otahuhu Chemical Manure Workers' Union (Inc.) (hereinafter called "the union"), of the one part, and New Zealand Soluble Slags, Ltd. (hereinafter called "the employers"), 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 are hereby declared to form part of this agreement.

2. 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

Hours of Work

1. The ordinary hours of work shall not exceed eight hours on each of five days of the week, Monday to Friday, both days inclusive.

Overtime

2. (a) All time worked in excess of eight hours per day, Monday to Friday, both days inclusive, or eight hours per shift, shall be paid for at the rate of time and a half for the first four hours and thereafter double time.

(b) All time worked on Saturdays shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(c) All time worked on Sunday shall be paid for at double time rates.

Holidays

3. (a) The provisions of the Factories Act, 1921-22, and its amendments relating to holidays and to payment for work done on such days shall apply to all workers covered by this agreement. The provisions of this subclause shall also apply to Anniversary Day.

(b) The 2nd January and Easter Saturday shall be observed as holidays, but a worker shall not be entitled to any payment in respect of such days unless he works, in which case he shall be paid for the time worked at the rate of double time.

Wages

4. (a) The minimum rates of pay shall be as follows:—

(i) Factory workers—

			Per Hour.	
			s.	d.
Day-workers	..	..	3	1½
Crane-drivers	..	..	3	2
Crusher hands	..	..	3	2
Furnace chargers	..	..	3	2
Furnacemen	..	..	3	3½
Men on tube mills, slag, or coal	..	..	3	2
Greasers	..	..	3	2½
Bagging-machine men	..	..	3	2½
Loaders	..	..	3	2

(ii) Quarry workers—

Popper men	..	..	3	2½
Crusher men and aerial man	..	..	3	2
Spallers and all others	..	..	3	1½

(b) A worker employed on an afternoon or night shift shall while so employed be paid a shift allowance of 2s. 6d. per shift. An afternoon shift means any shift commencing after 12 noon and finishing at or before midnight, and a night shift means any shift finishing subsequent to midnight and at or before 8 a.m.

(c) Senior men when in charge of three or more other men shall be paid 1s. 6d. per day extra.

(d) When a quarry worker is required to report for work and he reports and remains on the job he shall be paid a minimum of eight hours' pay on a Monday, Tuesday, Wednesday, Thursday, or Friday and of six hours' pay on a Saturday

(e) Youths may be employed at not less than the following rates of pay:—

	Per Hour.	
	s.	d.
Under eighteen years of age ..	2	0
Eighteen to nineteen years of age ..	2	2½
Nineteen to twenty years of age ..	2	6
Over twenty years of age ..	..	Adult rates.

(f) Youths shall not sheet wagons.

(g) Wages shall be paid fortnightly not later than Friday and during working-hours. Pay-envelopes shall contain statement docket.

Annual Holiday

5. An annual holiday shall be allowed in accordance with the provisions of the Annual Holidays Act.

Notice of Overtime

6. (a) When workers are required to work overtime after 6 p.m. on any day from Monday to Friday, both days inclusive, or after 1 p.m. on Saturdays, they shall be notified on the previous day. Failing such notice having been given, the employer shall provide a substantial meal consisting of at least bread, butter, meat, cheese, and tea, coffee, or cocoa, or pay to such worker 2s. in lieu thereof.

The provisions of clause 10 of this agreement increasing rates of remuneration shall not apply to the meal-money payment provided for in this clause.

(b) Except as provided in clause 4 (d), when workers are called upon to work overtime a minimum of two hours' work at overtime rates shall be paid for, unless the employer can establish that failure to provide work was beyond his control. Should any dispute arise as to the interpretation of this subclause, such dispute shall be settled in accordance with the provisions of clause 16 hereof.

Meal-hours

7. (a) Except as otherwise provided in subclause (b) of this clause, one hour shall be allowed for lunch each day, but by mutual agreement between the employer and workers a shorter interval—being not less than half an hour—may be allowed.

(b) A shift-worker shall be allowed thirty minutes' crib-time in each shift without deduction from wages, provided always that the machinery shall be kept in motion when required.

Transfer of Duties

8. A worker being temporarily transferred to work for which a lower rate is fixed by this agreement shall not have his wages reduced. If transferred to work for which a higher rate is fixed, he shall be paid such higher rate while so employed.

General Conditions

9. (a) If a worker reports on a job to start work and has not been notified beforehand that there is no work on that day, he shall be paid for two hours at his ordinary rate of pay.

(b) A worker employed at the quarry at Pukemiro who has to travel five miles or more to the job shall be allowed thirty minutes' travelling-time each day, which shall be paid for at his ordinary rate of pay.

(c) A good supply of clean drinking-water shall be provided and maintained by the management within easy access of the workers.

(d) Suitable bathing accommodation shall be provided to which both hot and cold water shall be laid on, a locker to be supplied to each worker.

(e) Gloves, glasses, torches, batteries, bulbs, and respirators shall be supplied to workers where deemed to be necessary. Furnacemen shall be supplied with aprons.

(f) Adequate sanitary arrangements shall be provided and kept clean by the employer.

(g) Proper provision shall be made for dining and dressing accommodation. The employer shall be held responsible for the room being kept clean each day.

(h) Any worker abusing any accommodation provided in accordance with this agreement shall be liable to instant dismissal.

(i) Workers employed outside in wet weather shall be supplied with oilcoats.

(j) The employer shall supply gum boots for quarry workers. The boots shall remain the property of the employer, who shall issue them when required. They shall not be taken off the employer's property.

(k) Day-workers shall be allowed an interval of ten minutes for "smoke-oh" each morning and afternoon without loss of pay. Shift-workers shall be allowed two intervals of ten minutes, provided the machinery is kept in motion.

Increase in Rates of Remuneration

10. All rates of remuneration (which term includes time and piecework rates, overtime, and other special payments) provided for in this agreement shall be subject to the provisions of the general orders dated the 9th August, 1940, and the 31st March, 1942, under the Rates of Wages Emergency Regulations 1940 increasing rates of remuneration as follows:—

- (a) The order dated the 9th August, 1940, increases all rates of remuneration by an amount equal to 5 per cent. thereof:
- (b) The order dated the 31st March, 1942, increases all rates of remuneration (inclusive of the August, 1940, bonus) by an amount equal to 5 per cent., but this increase is payable—
 - (i) In the case of males twenty-one years of age and over, on earnings up to £5 per week only;
 - (ii) In the case of females twenty-one years of age and over, on earnings up to £2 10s. per week only; and
 - (iii) In the case of males or females under twenty-one years of age, and apprentices, on earnings up to £1 10s. per week only.

No Discrimination

11. The employer shall not, in the employment or dismissal of hands, discriminate against members of the union, nor in the conduct of his business do anything for the purpose of injuring the union either directly or indirectly.

First Aid

12. The employer shall provide and maintain a properly equipped first-aid outfit, which shall be placed in a convenient and accessible place to each worker.

Workers to be Members of Union

13. Subject to Rule 4 of the union's rules being unaltered, it shall not be lawful for any employer bound by this agreement to employ or to continue to employ subject to this agreement any worker who is not for the time being a financial member of the Otahuhu Chemical Manure Workers' Union (Inc.)

Right of Entry

14. The secretary or other authorized officer of the union of workers shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Under-rate Workers

15. (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.

Disputes

16. If a dispute shall arise between the parties to this agreement upon any matters arising out of or in connection with this agreement, it shall be referred to a committee consisting of a representative of the employer and a representative of the union, who shall appoint an independent chairman. The committee may either decide the matter or refer it to the Court. Either party, if dissatisfied with the decision of the committee, 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.

Term

17. This agreement shall come into force on the 22nd day of May, 1947, and shall continue in force until the 22nd day of May, 1948.

Signed on behalf of the Otahuhu Chemical Manure Workers' Union (Inc.)—

H. J. LEVY, President.
W. MILLER, Secretary.

Witness—D. McLeod.

Signed on behalf of New Zealand Soluble Slags, Ltd.

A. R. FRASER, Manager.

Witness—D. D. Wilson.

NOTE.—This agreement, made under the Labour Disputes Investigation Act, 1913, was filed with the Clerk of Awards at Auckland, pursuant to section 8 (1) of the said Act, on the 2nd day of October, 1947.