

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT.

(10738.) MILBURN LIME AND CEMENT CO., LTD., (DUNEDIN).—
INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 1st day of February, 1935, between the Milburn Lime and Cement Co., Ltd., Dunedin (hereinafter called "the employer"), of the one part, and the Otago and Southland Lime, Cement, Phosphate, and Marl Employees' Industrial Union of Workers (hereinafter called "the union"), of the other part, witnesseth that it is hereby mutually agreed between the employer and the union as follows:—

SCHEDULE.

Hours of Work.

1. A week's work shall not exceed forty-eight hours. The hours of work shall be between 7.30 a.m. and 5 p.m. on five days of the week, and between 7.30 a.m. and 12 noon on Saturday.

Shift Work.

2. Men employed on shifts shall commence the first shift at 12 midnight and cease work at 8 a.m. The second shift shall commence at 8 a.m. and cease at 4 p.m. The third shift shall commence at 4 p.m. and cease at 12 midnight.

Overtime.

3. All time worked in any one day outside or in excess of the hours mentioned in clauses 1 and 2 hereof shall be considered overtime, and shall be paid for at the rate of time and a quarter for the first two hours and time and a half thereafter. Except when changing shifts, any man working more than one shift shall be paid at overtime rates.

Holidays.

4. (a) The following shall be recognized holidays: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Labour Day, and Anzac Day.

(b) Men required to work on holidays prescribed in this clause shall be paid time and a half rates.

Sunday Work.

5. (a) Time worked on Sunday shall be paid for at the rate of time and a half for eight hours. All time worked in excess of eight hours shall be paid for at the rate of double time, except when relieving a mate, when time and a half shall be paid.

(b) If men are called upon to do Sunday work, and on turning out are not required, they shall be paid a half-day's pay at Sunday rates.

(c) The loco-tractor driver when ordered out on Sunday shall receive not less than two hours' pay at Sunday rates.

Meal Allowances.

6. No man shall be required to work more than five hours continuously without being allowed time for a meal or meal allowance of 1s. 6d: Provided that if men are required to work overtime continuously for more than two hours at other than shift-work they shall be allowed half an hour for a meal and a meal allowance of 1s. 6d.

Wages.

7. The following shall be the minimum rate of wages payable to the following classes of workers:—

		Per Hour.	
		s.	d.
Burners (rotary kiln) .. ..	..	1	10
Shift engineers .. ..	..	2	0 $\frac{1}{4}$
Tube-mill greaser and coal-drier ..	..	1	9
Assistant tube-mill greaser .. ..	..	1	8
Petrol-loco driver .. ..	..	1	9
Baggers .. ..	..	1	9
Permanent cement loaders-out ..	..	1	8
Marl-pit truckers .. ..	..	1	8
Quarryman with explosive permit ..	..	1	10
Hydrate lime plant workers .. ..	..	1	9
Electric-shovel driver .. ..	..	1	9
All other workers .. ..	..	1	7

Special Provisions.

8. (a) Men taken off day-work for shift-work shall not lose time thereby.

(b) Baggers shall be paid double time when the fan is off for more than one day.

(c) Baggers shall be paid 1d. per hundred per man extra when working with old bags.

(d) Respirators shall be supplied to men working in dust when same are required.

(e) Goggles shall be supplied by the employer when same are required.

(f) Men employed in cleaning out coal-bins, clinker-bins, and cement-silos, or other work mutually agreed upon between the works manager and the men concerned as being dirty work, shall be paid 2s. 6d. per hour.

(g) All tools shall be supplied by the employer.

(h) Gum-boots and oilskin coats shall be kept in store for the use of marl-pit truckers in wet weather.

(i) A modern first-aid outfit, fully equipped, shall be kept in a convenient and accessible place at the works.

(j) An oilskin coat for the use of the shunter shall be available when he requires same.

Sanitary Conveniences.

9. Proper sanitary conveniences shall be provided; also change-rooms, lockers, and bathrooms.

Factory Steward and Committee.

10. The union shall elect a factory steward and two other members of the union to act with him, who shall while so officiating be in the company's employ. The duty of the committee shall be to assist the manager of the works to adjust any grievances or disputes that may arise. Should a dispute arise that cannot be settled by the company's representatives and the factory committee, then it shall be reported to the secretary of the union, who shall endeavour to effect a settlement, failing which the matter in dispute shall be referred to the Conciliation Commissioner for the district, who may either decide the same or refer the matter to the Court. Either party if dissatisfied with the decision of the Commissioner 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.

Preference.

11. (a) If the employer shall hereafter engage any worker coming within the scope of this agreement who shall not be a member of the union, and who shall not become a member thereof within seven days after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same. The provisions of this subclause relating to the dismissal of workers shall apply, with equal effect, to any worker coming within the scope of this agreement engaged since the 13th day of September, 1929, but before the coming into force of this agreement, who is not a member of the union during the currency of this agreement.

(b) The provisions of this clause shall operate only if and so long as the rules of the union shall permit any worker coming

within the scope of this agreement of good character and sober habits to become a member of the union, upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week, and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being more than three months in arrear, without reasonable excuse, in his contributions to the union: Provided that the maximum fine for non-attendance at a meeting of the union or for being in arrear with his contributions shall not exceed 2s. 6d. and £1 for misconduct at a meeting of the union.

Under-rate Workers.

12. Any worker, who by reason of old age or other disability is 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 to the secretary of the union and the company's works manager.

Scope of Agreement.

13. The application of this agreement is restricted to the cement workers employed by the Milburn Lime and Cement Co., Ltd., in its cement works at Burnside.

Term of Agreement.

14. This agreement shall come into force on the 1st day of February, 1935, and shall continue in force until the 1st day of February, 1936.

Signed on behalf of the Milburn Lime and Cement Co., Ltd., this 1st day of February, 1935—

The Milburn Lime and Cement Co., Ltd.

[SEAL.]

J. H. STEWART, General Manager,
W. W. MACKERSY, Manager,

in the presence of S. Smith.

Signed on behalf of the union and seal affixed this 1st day of February, 1935—

[SEAL.]

G. MACDONALD, President,
G. E. MAWHINNEY, Executive Member,

in the presence of J. Robinson.