

## NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

## (11306.) WILSONS' (N.Z.) PORTLAND CEMENT, LTD., CEMENT WORKERS.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 24th day of November, 1936, between Wilsons' (N.Z.) Portland Cement, Ltd., Employees' Industrial Union of Workers (hereinafter referred to as "the union"), of the one part, and Wilsons' (N.Z.) Portland Cement, Ltd. (hereinafter referred to as "the employers"), of the other part, whereby it is mutually agreed by and between the said parties hereto as follows, that is to say:—

1. That 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 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. (a) Except as hereinafter provided, the ordinary hours of work of day-workers shall not exceed eight hours on five days of the week (Monday to Friday both days inclusive), to be worked between the hours of 8 a.m. and 5 p.m.

(b) Day-workers may be employed in the pack-house or at work in connection with the loading of ships between the hours of 8 a.m. and 12 noon on Saturday at ordinary rates of pay.

(c) One hour shall be allowed for dinner. The dinner-hour may be curtailed by mutual agreement between the employers and the union.

(d) The ordinary hours of work of shift-workers shall not exceed five shifts of eight hours each in any one week.

(e) Where shifts are worked, a shift shall not exceed eight hours per day, inclusive of crib-time.

(f) Night and day work shall be divided equally between men on shift, so that each man will be treated alike.

(g) Day-workers may be employed on shift on repair work, provided that such workers are notified before 5 p.m. on the previous day and 2s. extra per shift is paid for shifts worked outside the hours provided in clause 1 (a) hereof. Should men be called out without notification, overtime rates shall be paid.

(h) Shift-workers may be temporarily transferred to day-work in order to complete a full week of forty hours whenever possible, but such work shall be performed without payment of overtime.

#### Overtime.

2. All work done outside of or in excess of the hours mentioned in clause 1 hereof shall count as overtime, and shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

<i>Rates of Pay.</i>		Per Hour.	
		s.	d.
3. (a)	Rotary burners .. .. .	2	7½
	Millers, rock and coal drier firemen, quarry drillmen and shot-firers .. .. .	2	5½
	Quarry benchmen .. .. .	2	6¾
	Drillers' assistants .. .. .	2	4½
	Kiln greasers, rolls and hammer mill men, coal-dump men, coal-belt attendants, crusher-men, and McCaslin conveyor attend- ant when on shift work .. .. .	2	3¾
	Permanent carpenters', electricians', and fitters' labourers, locomotive firemen, winch- men, and quarry workers .. .. .	2	2½
	General labourers and others not specified..	2	2
	Cement tunnel and Bates' baggers .. .. .	2	6¾
	Loading cement into trucks .. .. .	2	5
	Loading and discharging boats .. .. .	2	6¾
(b)	Waro Quarry rates:—		
	Shotfirers and drillers .. .. .	2	6¾
	Quarrymen .. .. .	2	6
	Truckers .. .. .	2	3¼

(c) Workers engaged in bins, or tanks, or Wilsonite Silos, handling dried or ground coal, lime, cement, raw meal, or clinker, shall be paid not less than 4s. per hour for the first four hours, thereafter double time for bin-work. This shall not apply to the clinker-storage shed.

(d) Cleaning or painting chimney-stacks shall be paid for at 25s. per day.

(e) Wire-rope splicing shall be paid for at 3s. per hour.

(f) Cleaning or repairing mill roofs shall be paid for at 2s. 6½d. per hour.

(g) Men engaged cleaning inside sly dust arrester shall be paid 2s. 6¾d. per hour.

(h) When a labourer is engaged on a painting job as a brush hand, he shall receive 2s. 6d. per hour.

(i) Men handling unpacked explosives and/or charging holes in the quarry-face shall be paid 2s. 5½d. per hour, and shall be provided with respirators if required.

(j) Men required to do bricklaying shall be paid bricklayers' rates or 3d. per hour in addition to their ordinary rates of pay, whichever may be the greater.

(k) A worker employed lining rotary kilns shall be paid 2s. 6d. per hour while so employed.

#### *Special Payments.*

4. (a) Workers engaged cleaning boilers, cleaning inside main flue from kiln chambers to boilers, or inside kiln chambers, shall be paid 1s. 6d. per day in addition to their ordinary rates of wages.

(b) A worker engaged repairing cooler, kiln, or drier gears shall be paid 1s. 6d. per day in addition to his ordinary pay if in the opinion of the engineer the work is extra hot or dirty.

(c) Men working in slurry silos shall receive an allowance of 1s. per day.

(d) Men employed removing clinker from beneath coolers while a cooler or coolers are running shall receive 3d. per hour in addition to their ordinary rates of pay.

(e) Men employed shovelling inside clinker-storage shed shall receive 4d. per hour in addition to their ordinary wages.

(f) Any worker required to work in any compartment or confined space where the heat exceeds 110 degrees Fahrenheit shall be paid double rates, computed on his ordinary rate of pay.

(g) Workers residing out of Portland not being notified about overtime in time to enable them to arrange for crib shall receive an allowance of 1s. 6d.

(h) Men required to work during meal-hours shall be paid time and a half.

(i) Men working on wharf shall be allowed travelling-time to and from western end of wharf.

(j) Any worker going to work and being sent home by reason of there being no work and through no fault of his own shall receive two hours pay at ordinary rates, unless previously notified by the employers' foreman.

This subclause shall apply to workers employed at Waro Quarry also.

(k) In the event of any worker commencing work and not completing a day's work, through no fault of his own, he shall receive a full day's wages.

This subclause shall apply to workers employed at Waro Quarry also.

(l) Workers ordered out on Saturdays, Sundays, or over-time shall receive not less than two hours' pay.

(m) All workers other than shift-workers who are required to start work between the hours of 12 midnight and 6 a.m. shall be paid double time rates up to the ordinary time of starting work. Workers required to start after 6 a.m. shall be paid time and a half up to the ordinary time of starting work.

(n) Any worker having worked all day and night and being required to continue working on into the next day shall be paid double time rates for all such time worked.

(o) A worker required to start work on the wharf after 6 p.m. shall be paid waiting-time from 6 p.m. until the time he is required to report for work, such payment to be at half of his ordinary rate.

#### *General Conditions.*

5. (a) The coal miller on the Fuller Mills shall have a greaser when four rotary kilns are running.

(b) No worker shall be permitted to work more than sixteen consecutive hours without a break of eight hours, except in the event of a breakdown of machinery necessitating a stoppage of the works, and boat-loading, when more than sixteen hours may be worked.

(c) Safety ropes shall be supplied to men engaged in cleaning or repairing roofs.

(d) The wharf foreman shall tell each man off to his duty.

(e) Rubber gloves shall be supplied to men packing cement joints on pipes.

(f) Gum boots shall be supplied to men working in wet places when required.

(g) Every effort shall be made to eliminate or reduce dust in packhouse.

(h) Respirators, or mutton cloths, and goggles, shall be supplied to men working in dust when required.

(i) Men feeding coal belts, boat attendants berthing or unberthing boats, winchmen, hatchmen, truckmen, crushermen, loco. firemen, and quarry-workers shall be supplied with oilskins in wet weather when required.

(j) Waro quarry-workers shall be supplied with waterproof capes in wet weather.

(k) In the event of boats loading after 10 p.m. a cup of tea and eatables will be provided both in the packhouse and on the wharf.

(l) Workers engaged in loading or unloading trucks on the wharf shall be supplied with goggles.

#### *Youths.*

6. (a) Youths may be employed in accordance with the following scale:—

Age Commencing.	First Year.	Second Year.	Third Year.	Fourth Year.
16 to 17 (1st 6 mos.) .. ..	23/-	31/-	52/-	60/-
(2nd 6 mos.) .. ..	27/-	35/-	..	..
17 to 18 (1st 6 mos.) .. ..	31/-	52/-	60/-	..
(2nd 6 mos.) .. ..	35/-	..	..	..
18 to 19 .. ..	52/-	60/-	..	..
19 to 20 .. ..	60/-	..	..	..
Thereafter adult rates.				

(b) No youth under sixteen years of age shall be employed.

#### *First Aid.*

7. A modern first-aid outfit, fully equipped, shall be kept in a convenient and accessible place at the works, wharf, quarry, and Waro Quarry.

#### *Tools.*

8. All tools shall be supplied by the employer.

#### *Suburban Work.*

9. In the event of men being required to go to work outside their ordinary work, the employer shall pay the fares and ordinary rate for the time the men are travelling to and from their homes, and the price of their meals shall be allowed unless notified on the previous day.

#### *Country Work.*

10. "Country work" shall mean work which necessitates men sleeping away from home, and on which all fares shall be paid travelling to and from thereto, and ordinary rates allowed for time occupied by travelling, with living-allowance at 5s. per day or 30s. per week, unless suitable board and lodging is provided by the employer.

*Accommodation.*

11. (a) The employer shall provide accommodation to enable workers to change and dry their clothes, and also provide proper sanitary arrangements.

(b) The employer shall provide shower-baths and wash-basins with hot and cold water.

(c) The employer shall also provide a constant supply of fresh water for washing and drinking purposes, and facilities shall be provided for boiling water at meal-times.

(d) A sufficient supply of fresh water and suitable lighting shall be supplied at the end of the wharf for the convenience of workers.

*Transfers.*

12. Any worker engaged temporarily in any line of work other than that in which he is usually engaged shall be paid the wages prevailing in that branch to which he is temporarily transferred, provided that in no case shall the wage to be paid be less than that which he would be entitled to at his usual work.

*Holidays.*

13. (a) A paid holiday shall be allowed on each of the following days: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day.

(b) All work done on the above-mentioned days shall be paid for at double time rates.

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

(d) Anniversary Day shall be a recognized holiday, but a worker shall not be entitled to payment for such day unless he works, in which case he shall be paid for time worked at the rate of double time.

(e) Shift workers shall be paid time and a half rates for work done on Saturday between 12 noon and midnight.

*Payment of Wages.*

14. Wages shall be paid at not longer than fortnightly periods, and in working-hours.

*Crib-time.*

15. No worker shall be compelled to work more than five hours without half an hour for crib-time, but, when machinery is running continuously, shift-workers shall take their crib without necessitating any cessation of operations.

*Under-rate Workers.*

16. (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 the 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 payment shall be paid 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 has 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 Factories of any 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.

*Matters not provided for.*

17. Any dispute in connection with any matter not provided for in this agreement shall be settled between the particular employer concerned and the secretary and president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner, 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 seven days after such decision shall have been communicated to the party desiring to appeal.

*Workers' Representative.*

18. On application by the union's accredited representative, the employer shall offer no unreasonable obstacle to his interviewing men on the works.

*Workers to be Members of Union.*

19. (a) It shall not be lawful for any employer bound by this agreement to employ or to continue to employ, in the industry to which this agreement relates, any adult person who is not for the time being a member of an industrial union of workers bound by this agreement or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this agreement:

Provided, however, that any non-unionist may be continued in employment by an employer bound by this agreement during any time while there is no member of a union bound by this agreement who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purpose of subclause (a) of this clause, a person of the age of eighteen 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 by this agreement for workers of the age of twenty-one years and upwards shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

*Term.*

20. This agreement shall come into force on the 29th day of November, 1936, and shall continue in force until the 28th day of November, 1937.

Signed on behalf of Wilsons' (N.Z.) Portland Cement, Ltd.,  
Employees' Industrial Union of Workers:—

[L.S.]

JOHN WINDSOR, President.  
J. H. GRANT, Secretary.

Witness—E. W. Thompson, Labourer, Portland.

Signed on behalf of Wilsons' (N.Z.) Portland Cement,  
Ltd.—

[L.S.]

S. REID, General-Manager.  
F. W. WILSON, Secretary.

Witness—A. Whyte, Buyer, Auckland.