

**MILBURN LIME AND CEMENT CO., LTD. (DUNEDIN), (CEMENT-
WORKERS).—AWARD.**

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Otago and Southland Lime, Cement, and Phosphate Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned company (hereinafter called "the employers") :—

The Milburn Lime and Cement Co., Ltd., Crawford Street, Dunedin.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of

the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, 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 from the 1st day of August, 1938, and shall continue in force until the 1st day of August, 1939, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

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 25th day of July, 1938.

[L.S.]

P. J. O'REGAN, Judge.

SCHEDULE.

Hours of Work.

1. An ordinary week's work shall not exceed forty hours, and a day's work shall not exceed eight hours. Except where otherwise provided herein, the working-hours shall be between 7.30 a.m. and 5 p.m. on five days of the week, from Monday to Friday, both days inclusive.

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. If a worker is required to commence work within twelve hours of ceasing work he shall be allowed one hour for changing shifts.

Except in the case of burners and pumpmen, the number of shifts shall be five per week, from Monday to Friday, both days inclusive. For burners and pumpmen the present practice as to shifts shall continue.

Overtime.

3. All time worked in any one day outside or in excess of the hours prescribed in clauses 1 and 2 hereof shall be paid for at the rate of time and a half for the first three hours and double time thereafter: Provided that on Saturday morning four hours may be worked at time and a half rates.

Holidays.

4. (a) Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Labour Day, Anzac Day, and the birthday of the reigning Sovereign shall be observed as holidays and paid for unless the holiday falls on a Sunday and such holiday is not required by statute to be observed on Monday.

(b) Men required to work on any of the holidays prescribed in subclause (a) hereof shall be paid double time rates for such work in addition to the ordinary day's pay.

Annual Holiday.

5. (a) An annual holiday of one week on full pay shall be allowed to all workers on completion of each year of service, such holiday to be given at a time suitable to the employer. Should the annual holiday be given in conjunction with the Christmas - New Year holidays, the annual holiday shall be five working-days in addition to the days prescribed as holidays in clause 4 hereof.

(b) If the employment of any worker is terminated for any reason, other than misconduct, before the completion of twelve months' service but after three months' service has been completed, a holiday of proportionate duration shall be allowed or paid for.

Sunday Work.

6. Time worked on Sunday shall be paid for at double time rates. If men are required to work on Sunday for less than

three hours, or if they are called upon to do Sunday work and, on turning out, are not required, they shall receive not less than three hours' pay at Sunday rates.

Meal Allowance.

7. When men are required to work in excess of nine hours on any day they shall be given a meal allowance of 2s.

Wages.

8. The following shall be the minimum rates of wages payable to the following classes of workers:—

	Per Hour.	
	s.	d.
Burners (rotary kiln)	2	7½
Shift engineers	2	9½
Tube-mill greaser and coal-drier	2	7½
Assistant tube-mill greaser	2	5½
Petrol-loco. driver	2	6½
Baggers	2	6½
Foreman cement loader-out	2	8½
Permanent cement loaders-out	2	5½
Marl-pit truckers	2	5½
Hydrate lime plant workers	2	6½
Electric-shovel driver	2	6½
All other workers	2	4½

Special Provisions.

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

(b) Baggers shall be paid double time rates 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 at other work mutually agreed upon between the works-manager and the men concerned as being dirty work, shall be paid 3s. 9d. per hour.

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

(h) When required, gum boots and waterproof coats shall be supplied to men working in wet places.

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

(j) Proper sanitary conveniences shall be provided, also change-rooms, lockers, and bathrooms.

Factory Steward and Committee.

10. There shall be a committee consisting of three members of the executive of the union, one of whom shall be the factory steward. 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 employer'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 within fourteen days after such decision shall have been communicated to the party desiring to appeal.

Under-rate Workers.

11. Any worker who, by reason of old-age or other disability, is 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 to the secretary of the union and the works-manager of the employer.

Workers to be Members of Union.

12. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award 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 award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes 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 award 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.)

Extension of Hours under Factories Act.

13. Pursuant to the provisions of section 3 of the Factories Amendment Act, 1936, the limits of hours fixed by subsection (1) of that section are hereby extended upon the terms of this award in respect of every occupier of a factory bound or to be bound by this award.

Scope of Award.

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

Term of Award.

15. This award shall come into force on the 1st day of August, 1938, and shall continue in force until the 1st day of August, 1939.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 25th day of July, 1938.

[L.S.]

— P. J. O'REGAN, Judge.

MEMORANDUM.

The matters not agreed upon in Conciliation Council were a claim for an annual holiday and rates of wages. These the Court has settled.

At the hearing a question was raised as to the interpretation of the shift-work clause agreed upon, and the Court has added a paragraph to make clear the agreement of the parties.

P. J. O'REGAN, Judge.