

THE MILBURN LIME AND CEMENT CO., LTD. (DUNEDIN),
CEMENT-WORKERS.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 15th day of August, 1939, between the Milburn Lime and Cement Co., Ltd. (hereinafter called "the employer"), of the one part, and the Otago and Southland Lime and Cement 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. 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 permanent shift-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-locomotive 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
Wash-mill and tippler hand ..	..	..	2	6
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.

(k) Men, other than regular shift-workers, required to work shifts outside the hours prescribed in clause 1 hereof for day-workers shall receive 1s. per shift extra for the back shift.

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 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 works-manager of the employer.

Workers to be Members of Union.

12. (a) It shall not be lawful for the employer bound by this agreement to employ or to continue to employ in any position or employment subject to this agreement 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 any position or 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.)

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 agreement in respect of the occupier of the factory bound by this agreement.

Scope of Agreement.

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

Term of Agreement.

15. This agreement shall be deemed to have come into force on the 1st day of August, 1939, and it shall continue in force until the 1st day of January, 1941.

Signed on behalf of the employer—

The Milburn Lime and Cement Co., Ltd.:

[L.S.] W. W. MACKERSY, General Manager.
E. DAVIDSON, Works-manager.

In the presence of Paul Evans.

Signed on behalf of the union—

[L.S.] WM. EAGLETON.
C. J. MANSON.

In the presence of J. Robinson, J.P.