

## BURNSIDE 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 its amendments; and in the matter of an industrial dispute between the Otago and Southland Lime and Cement Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned company (hereinafter called "the employers") :—

Milburn Lime and Cement Co., Ltd., 90 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 hereinafter provided, and shall continue in force until the 24th day of August, 1950, 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 26th day of September, 1949.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

##### *Hours of Work*

1. An ordinary week's work for day-workers 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. (a) The ordinary hours of shift-workers shall not exceed five shifts of eight hours each in any one week. The first shift shall commence at twelve midnight and cease at 8 a.m. The second shift shall commence at 8 a.m. and shall cease at 4 p.m. The third shift shall commence at 4 p.m. and shall cease at twelve midnight. If a shift-worker is required to commence work within twelve hours of ceasing work, he shall be allowed one hour for changing shifts. Shift-workers shall be paid not less than time and a half rates for work done on Saturday.

(b) Shift-workers shall receive 3s. per shift extra for the first and third shifts mentioned in subclause (a) hereof: Provided that where less than three back shifts are worked overtime rates shall be paid.

(c) Forty-eight hours' notice of the change of shifts shall be given to store hands, failing which overtime rates shall be paid.

(d) A shift-worker required to work on his rostered day off shall be paid therefor at overtime rates.

### *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. For work done on Saturdays by workers, other than the following, time and a half rates shall be paid for the first three hours and double time thereafter: Burners, cooler hands, coal-drier hands, and pump hands and other rostered shift-workers.

### *Holidays*

4. (a) Christmas Day, Boxing Day, New Year's Day, the day following that upon which New Year's Day is observed, Good Friday, Easter Monday, Labour Day, Anzac Day, the birthday of the reigning Sovereign, and Anniversary Day or a day in lieu thereof to be mutually agreed upon, shall be observed as holidays and paid for.

(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.

(c) If any of the holidays (except Anzac Day) mentioned in subclause (a) hereof falls on a Saturday or on a Sunday, such holiday shall be observed on the next succeeding working-day.

### *Annual Holidays*

5. Annual holidays shall be allowed in accordance with the Annual Holidays Act, 1944.

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

*Meal Allowance*

7. Where men are required to work in excess of nine hours on any day they shall be given a meal allowance of 2s. 6d.

*Wages*

8. (a) The following shall be the minimum rates of wages payable for the following classes of workers:—

				Per Hour.	
				s.	d.
Burners (rotary kiln)	..	..	..	3	10 $\frac{1}{4}$
Coal-drier	..	..	..	3	9 $\frac{1}{4}$
Tube-mill greaser	..	..	..	3	9 $\frac{1}{4}$
Cement-screw greaser	..	..	..	3	7 $\frac{1}{4}$
Pumpman	..	..	..	3	8 $\frac{1}{4}$
Quarry floorman	..	..	..	3	7 $\frac{1}{4}$
Petrol-locomotive driver	..	..	..	3	8 $\frac{1}{4}$
Baggers	..	..	..	3	8 $\frac{1}{4}$
Foreman cement loader out	..	..	..	3	10 $\frac{1}{4}$
Cement loaders out	..	..	..	3	7 $\frac{1}{4}$
Marl-pit truckers	..	..	..	3	7 $\frac{1}{4}$
Hydrate-lime workers	..	..	..	3	8 $\frac{1}{4}$
Electric-shovel driver	..	..	..	3	11 $\frac{1}{4}$
Wash-mill and tippler hand	..	..	..	3	7 $\frac{3}{4}$
Shunter	..	..	..	3	7 $\frac{1}{4}$
All other workers	..	..	..	3	6

(b) Baggers and truck hands shall be paid 3d. per hundred per man extra when working with old bags.

(c) Men employed in the sorting and handling of uncleaned old bags shall be paid 3d. per hour additional.

(d) Baggers shall be paid double time rates while the fan is off.

(e) (i) Men employed cleaning out coal-bins, clinker-bins, and cement-silos or at work cleaning or repairing inside coal-drier, or at any other class of work mutually agreed upon between the works-manager and the men as being dirty work (other than the classes of work mentioned in paragraph (ii) of this subclause), shall be paid 5s. per hour or part of an hour.

(ii) Men employed cleaning out or repairing wash-mill, cement-elevators, sumps, pits, hydrator, and dust chambers, or employed at work inside cement and slurry mills, combustion

chambers, furnaces, or kiln, or employed digging out slurry silos, shall be paid 9d. per hour in addition to their ordinary wage whilst so employed.

### *Special Provisions*

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

(b) Respirators shall be supplied to men working in dust where same are required.

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

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

(e) When required, gum boots or leggings, waterproof coats, and sou'westers shall be supplied to workers in wet places. Gloves shall be supplied to truckers in the quarry.

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

(g) Proper and sufficient sanitary conveniences shall be provided, also change-rooms, lockers, and showers.

(h) Sufficient overalls shall be kept in stock to supply to workers employed in pulverizing-bins, coal-driers, silos, and on such other dirty work as may be agreed upon between the management and the union. Workers may obtain at half cost from the employer two sets of overalls per year.

(i) Each cement-truck loader shall be supplied with a suitable coat.

(j) Cheese cloth shall be supplied as required to workers in the cement store and in the hydrate of lime plant.

### *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 to the Court within fourteen days after such decision shall have been communicated to the party desiring to appeal.

*Workers to be Members of Union*

11. (a) Subject to the provisions of subsection (5) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, 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.

(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.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union commits a breach of this award, and shall be liable accordingly.

(d) The employer shall supply to the secretary of the union a list of all persons employed subject to this award upon request, but not more often than once in each three-monthly period.

(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.)

*Under-rate Workers*

12. (a) Any worker who considers himself 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 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 wages, to examine the permit or agreement by which such wage is fixed.

#### *Scope of Award*

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

#### *Term of Award*

14. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 24th day of August, 1949, and so far as all other provisions of the award are concerned it shall come into force on the day of the date hereof ; and this award shall continue in force until the 24th day of August, 1950.

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 26th day of September, 1949.

[L.S.]

A. TYNDALL, Judge.

---

#### MEMORANDUM

The award incorporates the memorandum of partial settlement arrived at in Conciliation Council and the subsequent agreement of the representatives of the parties upon the matters remaining unsettled.

Wages have been made payable retrospectively by agreement.

A. TYNDALL, Judge.