

WILSON'S (N.Z.) PORTLAND CEMENT, LTD., **CEMENT-
WORKERS—AWARD**

In the Court of Arbitration of New Zealand, Northern 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 Portland Cement-workers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned company (hereinafter called "the employers") :—

Wilson's (N.Z.) Portland Cement, Ltd., Portland.

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 futher 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 1st day of June, 1951, 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 1st day of December, 1949.

[L.S.]

A. TYNDALL, Judge.

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. : Provided that the employer and the union may agree mutually to an earlier starting hour and a correspondingly earlier finishing hour.

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

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

(d) Where shifts are worked, a shift shall not exceed eight hours inclusive of crib-time. Except in the case of the "roster quick shift," when shifts are changed, any worker required to work two shifts within any twenty-four-hour period shall receive time and a quarter rates for the second shift or for any portion thereof: Provided, however, that if the worker is called back to work the second shift without having received at least eight hours off from the time he completed his first shift, he shall be paid overtime rates for any time worked on the second shift.

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

(f) If a day-worker is required to work an afternoon or night shift on repair work he shall be paid a shift allowance of 3s. per shift in addition to his ordinary pay; but if required to work on afternoon or night shift for less than three consecutive working-days in connection with repair work this provision shall not apply, and overtime rates shall be paid for time worked on any day outside of or in excess of the hours specified in subclause (a) of this clause.

(g) A shift-worker 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. (a) All work done outside of or in excess of the daily 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 three hours and double time thereafter.

(b) A worker residing out of Portland not being notified about overtime in time to enable him to arrange for crib shall receive an allowance of 2s. 3d. If such a worker is notified that he is to work overtime and brings an extra meal with him and overtime is not worked, such worker shall be paid an allowance of 2s. 3d.

(c) A worker other than a shift-worker who is 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. A worker required to start after 6 a.m. shall be paid time and a half up to the ordinary time of starting work.

(d) A worker having worked all day and night and being required to continue working on into the next day shall be paid double time rates until the worker has been allowed a break of eight hours.

(e) 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 his ordinary rate.

Wages

3. (a) The following shall be the minimum rates of pay:—

	Payable from 9th February, 1949, to 31st May, 1949.		Payable on and from 1st June, 1949.	
	Per Hour.		Per Hour.	
	s.	d.	s.	d.
(1) General labourers, and others not specified	3	3½	3	7
(2) Locomotive firemen-shunters, and platelayers	3	4¾	3	8¼
(3) Winchmen	3	4	3	7½
(4) Leading-hand platelayer	3	6¼	3	9¾
(5) Permanent carpenters', electricians', and fitters' labourers	3	3½	3	7
(6) Kiln-greasers	3	4¾	3	8¼
Kiln-greasers shall receive 3d. per hour extra while four kilns are operating.				
(7) Hammer and rolls millmen	3	4¾	3	8¼
(8) Coal-dump and belt men	3	4	3	7½
(9) Flue-dust men	3	4¾	3	8¼
Flue-dust men while working No. 1 flue shall be paid 4d. per hour extra.				
(10) Motormen	3	4¾	3	8¼
(11) Mill-greasers	3	5¾	3	9¼
(12) Crusher-men	3	4¾	3	8¼
(13) Millers, rock and coal drier firemen, and filter attendants	3	5¼	3	8¾
(14) Kiln-burners	3	9	4	0½
When three kilns are burning, the kiln-burner shall be paid 1½d. per hour extra, and when four kilns are burning, the kiln-burner shall be paid 3d. per hour extra.				
(15) Packhouse—				
(a) Machinists sewing bags	3	4¾	3	8¼
(b) Other packhouse workers	3	3½	3	7
(c) Loading cement, &c., into trucks	3	5¼	3	8¾
(d) Bates baggers and cement tunnel workers	3	6¾	3	10¼
	Payable from 14th February, 1949, to 31st May, 1949.			
	Per Hour.			
(16) Shipping: All men engaged in the loading and discharging of boats	3	10½	4	0

	Payable from 9th February, 1949, to 31st May, 1949.		Payable on and from 1st June, 1949.	
	Per Hour.		Per Hour.	
	s.	d.	s.	d.
(17) Portland Quarry—				
(a) Other quarry workers	3	3½	3	7
(b) Drillers' assistants	3	4	3	7½
(c) Drillers	3	5¼	3	8¾
(d) Shot-firers	3	5¼	3	8¾
(e) Benchmen	3	6½	3	10
(f) Sauerman drag driver	3	5¼	3	8¾
(g) Benchmen when suspended over face	3	6¾	3	10¼
(h) Jumper-drill men	3	9	4	0½
(18) Waro Quarry—				
(a) Truckers	3	4	3	7½
(b) Quarrymen	3	5¾	3	9¼
(c) Shot-firers and drillers	3	6½	3	10
(19) Control chemists, &c.—	Per Week.		Per Week.	
	£	s. d.	£	s. d.
(a) Shift control chemists	8	7 0	8	18 8
(b) Physical tester	7	6 0	7	17 8

(b) A worker engaged in bins or tanks or Wilsonite silos or white lime silos or slurry silos or Sly dust-arrester handling dried or ground coal, lime, cement, raw meal, or clinker shall be paid not less than 5s. 2d. per hour for the first four hours; thereafter double time rates shall be paid for bin-work. This provision shall not apply to the clinker storage shed.

(c) Cleaning or painting or repairing chimney-stacks when suspended on a bosun's chair shall be paid for at £1 19s. 3d. per day.

(d) Wire-rope splicing shall be paid for at 4s. 1½d. per hour.

(e) When a shift-worker is employed on afternoon or night shift he shall be paid 3s. per shift in addition to his ordinary rate of pay.

Special Payments

4. (a) A worker when employed cleaning or repairing mill roofs shall be paid 4d. per hour extra.

(b) A worker when handling large-size explosives in the Portland Quarry magazine and from magazine to quarry-face shall be paid 2d. per hour in addition to his ordinary rate. If the work necessitates the wearing of respirators, they shall be supplied, and workers when so required to wear respirators shall be paid 3d. per hour extra instead of 2d. per hour extra.

(c) A worker required to do bricklaying, other than lining rotary kilns, driers, or coolers, shall be paid bricklayers' rates or 3d. per hour in addition to his ordinary rate of pay, whichever may be the greater.

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

(e) A worker engaged tube milling or handling Repello shall be paid 6d. per hour or part of an hour in addition to the rates herein-before provided.

(f) A worker engaged feeding a concrete-mixer, or handling, mixing, or spreading wet concrete, shall be paid 1½d. per hour extra.

(g) Riggers and gear runners, and workers assisting in the erection of scaffolds, shall be paid whilst so employed 12 ft. or more above the floor not less than 1½d. extra per hour.

(h) A worker engaged inside boilers or inside main flue from kiln chambers to boilers, or inside kiln chambers, or wheeling out of kilns, shall be paid 6d. per hour extra.

(i) A worker engaged repairing cooler, kiln, or drier gears, locomotives or coal-mills shall be paid 3d. per hour in addition to his ordinary pay. If the temperature in which a worker is called upon to do the foregoing classes of work is over 98 degrees Fahrenheit, he shall be paid 4d. per hour extra instead of 3d. per hour extra.

(j) A worker engaged removing clinker from beneath coolers while a cooler or coolers are running, or cleaning up in clinker pit or clinker tunnels, shall receive 4½d. per hour in addition to his ordinary rate of pay. Such worker shall have the right to a change of work after four hours.

(k) A worker employed shovelling or driving winch inside clinker-storage shed shall receive 4d. per hour extra.

(l) A 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. No worker shall be compelled to work in any place where the temperature is 150 degrees Fahrenheit or over. This clause shall not apply to either kiln-burners or kiln-greasers.

(m) A worker employed blowing out motors shall receive 3d. per hour in addition to his ordinary rate.

(n) Baggers, workers loading trucks at the packhouse, and workers engaged in the loading and discharging of boats and ships shall be paid extra hourly rates in accordance with the following table when handling cement of a temperature of 98 degrees Fahrenheit or over:—

Workers in the holds of ships or on flat decked scows—

When the cement is 98 degrees to 110 degrees: 4d. per hour extra.

When the cement is 111 degrees to 120 degrees: 5d. per hour extra.

When the cement is 121 degrees to 130 degrees: 6d. per hour extra.

When the cement is 131 degrees to 140 degrees: 7d. per hour extra.

When the cement is 141 degrees to 150 degrees: 8d. per hour extra.

Baggers, workers loading trucks at the packhouse, workers on trucks or on deck—

When the cement is 98 degrees to 110 degrees : 3d. per hour extra.

When the cement is 111 degrees to 120 degrees : 4d. per hour extra.

When the cement is 121 degrees to 130 degrees : 5d. per hour extra.

When the cement is 131 degrees to 140 degrees : 6d. per hour extra.

When the cement is 141 degrees to 150 degrees : 7d. per hour extra.

(o) Two shillings per day, or part thereof, additional shall be paid to men cleaning or clearing blocked sewers or coming in contact with faecal or sewerage matter.

(p) A worker employed in sinking shafts, sumps, pier holes, or working in trenches over 6 ft. in depth shall be paid the following extra payments :—

Over 6 ft. and up to and inclusive of 12 ft. : 1½d. per hour extra.

Over 12 ft. and up to and inclusive of 20 ft. : 2½d. per hour extra.

Over 20 ft. : the last-mentioned rate plus 1d. per hour additional for every 7 ft. over 20 ft.

(q) Men employed under the raw-meal silos to bag carbo and sew the bags shall be paid 2d. per hour in addition to their ordinary rate.

(r) A worker engaged in the cement tunnel while the plant is operating shall be paid 6d. per hour or part of an hour extra while so employed. In addition, such worker shall be entitled to heat-money in accordance with the second table in clause 4(n), but shall not be entitled to any extra payment under clause 4 (l).

(s) Workers engaged in tipping or handling coal shall be paid 1½d. per hour or part of an hour in addition to their ordinary rate while so employed.

(t) A worker engaged cleaning under belt in basement at crusher shall be paid 3d. per hour extra while so employed.

(u) Except where otherwise provided, no worker shall be entitled to receive payment under more than one of the foregoing provisions of this clause at the one time, but if there are two provisions which are applicable to the conditions under which a worker is employed he shall be paid the higher rate of the two.

(v) A worker required to work during meal-hours shall be paid double time.

(w) A worker working on the wharf shall be allowed travelling-time to and from the western end of the wharf.

(x) A 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 employer's foreman.

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

(z) A worker ordered out on Saturdays, Sundays, or overtime shall receive not less than two hours' pay.

(aa) When a worker is employed on overtime and by virtue of such employment he is required to pay an extra travelling fare to or from his place of employment, such extra fare shall be paid by the employer.

General Conditions

5. (a) 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.

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

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

(d) Rubber gloves shall be supplied to workers packing cement joints on pipes, and suitable gloves shall also be supplied to workers engaged in handling frayed wire ropes or cement paper bags.

(e) Gumboots shall be supplied to workers in wet places when required.

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

(g) Respirators, or mutton-cloths, and goggles shall be supplied to workers working in dust when required.

(h) Workers feeding coal-belts, boat attendants berthing or unberthing boats, winchmen, hatchmen, truckmen, crusher-men, locomotive firemen, and quarry workers shall be supplied with oilskins in wet weather when required.

(i) Waro Quarry workers shall be supplied with water-proof capes in wet weather.

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

(k) In the event of boats loading after 10 p.m., a cup of tea and eatables shall be provided both in the packhouse and on the wharf, and twenty minutes shall be allowed for supper.

(l) When loading or discharging boats there shall be not less than six men employed stacking in every hatch.

(m) In every 'tween deck boat and in all boats where double handling or the use of hand trucks or barrows is necessary at least eight men shall be employed in each hatch worked.

(n) On all vessels over 275 tons net register shore winchmen and hatchmen shall be employed.

(o) A period of ten minutes shall be allowed each worker for the purpose of taking light refreshment mornings and afternoons.

(p) The employer may make a rateable deduction from the weekly wages prescribed in this award for any time lost by a worker through sickness, accident, or default.

Youths

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

	First Year, Per Week.	Second Year, Per Week.	Third Year, Per Week.	Fourth Year, Per Week.
Sixteen to seventeen—	s. d.	s. d.	s. d.	s. d.
First six months ..	44 0	60 6	88 0	102 0
Second six months ..	52 6	66 0		
Seventeen to eighteen—				
First six months ..	60 6	88 0	102 0	..
Second six months ..	66 0			
Eighteen to nineteen ..	88 0	102 0
Nineteen to twenty ..	102 0
Thereafter adult rates.				

(b) No youths 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 price of their meals shall be allowed unless notified on the previous day.

Country Work

10. "Country work" shall mean work which necessitates a worker 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 6s. per day or £1 16s. 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, including hot-water supply at the packhouse, and shall also provide a dining-room of adequate size with proper facilities for heating of food and 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) The provisions of the Factories Act, 1946, relating to holidays, statutory half-holidays and Sundays, and to payment for work done on such days, shall apply hereto.

(b) All work done on the above-mentioned days or on the day prescribed as a holiday in subclause (c) hereof shall be paid for at double time rates.

(c) Anniversary Day or a day in lieu thereof shall be a paid holiday.

(d) For time worked on Saturdays, shift-workers shall be paid at the rate of time and a half for work done before 12 noon, and at the rate of double time for work done after 12 noon.

(e) Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act, 1944, except that the shift-workers shall be allowed a holiday of three weeks.

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.

Matters Not Provided For

16. Any dispute in connection with any matter not provided for in this award 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 has been communicated to the party desiring to appeal.

Workers' Representatives

17. 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

18. (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 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.

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

Under-rate Workers

19. (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 wage, to examine the permit or agreement by which such wage is fixed.

Scope of Award

20. This award shall apply to the parties named herein.

Term of Award

21. This award, in so far as the provisions of subclause (a) of clause 3 relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the dates mentioned in that subclause, and so far as all other provisions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 1st day of June, 1951.

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 1st day of December, 1949.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

In this dispute the applicant is Wilson's (N.Z.) Portland Cement, Limited, and the respondent is the Portland Cement-workers' Industrial Union of Workers. There was no appearance of any representative of the respondent party either on 22nd November, 1949, when fixtures were made or on 25th November, 1949, when the case was heard.

In addition to the normal notification by advertisement in the daily press, the following steps were taken to notify the respondent union of the time and place of the sitting—

- (1) On the 4th November the Clerk of Awards notified the secretary of the union that the Court would sit at 2.15 p.m. on the 22nd November at the Supreme Court Building, Auckland, for the purpose of making a fixture for the hearing of the dispute.
- (2) Immediately after fixtures were made on the 22nd November the Registrar of the Court advised the secretary of the union by telegram that the Court had fixed 10 a.m. on Friday the 25th November at Auckland for the hearing of the dispute.

When the case was called, Mr. Anderson on behalf of the applicant asked that the Court should proceed under the authority of section 116 of the Industrial Conciliation and Arbitration Act, 1925. The section reads—

If, without good cause shown, any party to proceedings before the Court fails to attend or be represented, the Court may proceed and act as fully in the matter before it as if such party had duly attended or been represented.

No communication whatsoever showing any cause for failure to attend or be represented has been received by the Court or its officers from the respondent party, and the representative of the applicant was unable to furnish the Court with any information. The Court therefore decided to proceed with the hearing in accordance with the power vested in it by section 116.

The clauses in dispute were 2 (e), paragraph 16 of 3 (a), 4 (n), first portion of 4 (o), 4 (r), 4 (s), 4 (z), 5 (k), 5 (l), 5 (m), and 5 (n). (The clause references relate to the previous award, recorded in 46 Book of Awards 1352.)

A perusal of the claims and counter proposals shows that both the applicant and the respondent asked that the following clauses of the present award should be reincorporated in the new award: 4 (z), 5 (k), 5 (l), 5 (m), and 5 (n).

There is no record before the Court that any other counter proposal than those submitted by the respondents under section 42 (2) of the Industrial Conciliation and Arbitration Act, 1925, was considered with the leave of the Conciliation Commissioner pursuant to section 42 (3) of the Act.

The Court has therefore inserted the aforementioned clauses in the award.

The representative of the applicant employer agreed at the hearing that clauses 4 (n), 4 (r), and 4 (s) of the present award could be dropped as they were now redundant, and these clauses accordingly do not appear in the new award.

Clauses 2 (e), 3 (a), and the first portion of 4 (o) have been settled by the Court.

A. TYNDALL, Judge.