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**NEW ZEALAND CEMENT CO. LTD., CAPE FOULWIND, DRIVERS AND
OPERATORS—INDUSTRIAL AGREEMENT**

[Filed in the Office of the Clerk of Awards, Greymouth]

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 17th day of July 1960, between the Westland Road Transport and Motor and Horse Drivers' and their Assistants' Industrial Union of Workers (hereinafter called "the union"), of the one part and New Zealand Cement Co. Ltd., Cape Foulwind, (hereinafter called "the employer"), of the other part, whereby it is mutually agreed by and between the 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 shall not exceed 40 per week, or eight hours per day to be worked between the hours of 7 a.m. and 5 p.m. from Monday to Friday, both days inclusive.

(b) The daily hours shall be continuous, except for meal intervals.

(c) No worker shall work more than five hours continuously without an interval of at least half an hour for a meal.

Wages

2. (a) The below specified operators and drivers shall be paid the weekly wages as stated:

	Per Week			Per Hour	
	£	s.	d.	s.	d.
Electric shovel operators	14	0	0	7	0
Diesel shovel operators	14	0	0	7	0
Dragline operators	14	0	0	7	0
Bulldozer operators	14	0	0	7	0
Coles crane operators	13	11	8	6	9½
Front-end loader operators	13	11	8	6	9½
Operators generally not specified	14	0	0	7	0
Dumper drivers	13	11	8	6	9½
Articulator drivers	13	11	8	6	9½
Bus- and truck drivers	13	11	8	6	9½
Motor drivers generally	13	11	8	6	9½

Workers may be employed for a period not exceeding one month on an hourly wage.

(b) Wages shall be paid weekly and in the employer's time, and not later than Thursday. The computation of wages shall be shown on the pay envelope or by a slip inserted therein: Provided that the computation is not already available to the worker in his time book.

Overtime

3. (a) Except as otherwise provided herein all overtime worked on any day outside or in excess of the hours provided in clause 1 hereof shall be paid for at the rate of time and a half for the first three hours and double time thereafter. Provided that all time worked between 10 p.m. and 6 a.m. shall be paid for at the rate of double time.

(b) *Sundays*—All work done on Sundays shall be paid for at double ordinary time rates, and a minimum of four hours shall cover all calls before noon and a similar minimum after that hour.

(c) For work done on Saturday morning time and a half rates shall be paid for the first three hours and double time thereafter, and for all work done after the hour of noon double time rates shall be paid.

Special Payments

4. (a) When an employee, on instructions from his employer, uses his own transport, (other transport not being available), he shall be paid a vehicle allowance of 8d. per mile.

(b) Drivers employed loading or unloading cement in bags by hand shall be paid 3d. extra per ton for each ton handled: Provided that two payments shall not be made in respect of the same journey.

(c) Drivers and operators shall be required to assist when their vehicles or machines are being cleaned, greased, or generally serviced, and in lieu of providing protective clothing or overalls the employer shall pay 1½d. per hour as clothing allowance.

(d) When the employer requires a bulldozer operator to operate his machine in heavy rain he shall pay him half ordinary time rate in addition to the rate otherwise payable to him at that time, while so employed.

(e) Operators shall be paid 6d. per hour extra with a minimum payment of 5s. 6d. per day as dirt money while assisting on maintenance of machines.

Requirements of Economic Stabilisation Regulations

5. No worker bound by this award shall in any week be paid a lesser amount by his employer than the worker would have been entitled to be paid under this award if it had specifically applied the general order of the Court dated 18 September 1959, otherwise than by incorporation pursuant to the pronouncement of the Court dated 18 September 1959.

General Conditions

6. (a) Drivers of dumpers, tipping trucks, coal trucks and cement tankers are required to unload their vehicles without assistance at no extra payment. Cement tanker drivers are also required to load their vehicles without assistance at their normal rates of pay. It shall be part of the ordinary duty of a driver to load or unload and assist at any other work in connection with the employer's business which may be required of him other than driving for the purpose of filling in time, but in such case he shall be paid not less than his ordinary rate of pay as a driver.

(b) Where workers are called out to work at 6 p.m. or after they shall be paid from 6 p.m. a minimum of four hours: Provided that if workers are called out after 5 p.m. to commence work at 6 p.m. they shall be paid from 6 p.m. a minimum of four hours. This clause shall not apply to the drivers on stand-by duty for transportation of shift workers as stipulated in clause 7.

(c) The employer shall be entitled to make a rateable deduction from the weekly wages provided for herein for time lost by the workers' own default, or through sickness or accidents, or for absence with the consent of the employer.

(d) Workers desirous of taking time off should apply in advance to their in-charge using the forms provided by the employer for this purpose.

(e) Any worker who for reasons of illness or any other reason cannot report for duty at the required hour must inform his in-charge as soon as possible.

Special Conditions

7. The employer shall be at liberty to make special arrangements with the workers as to the hours of work of workers who are engaged in (i) the transportation of shift workers to or from the works, or in (ii) transport of gypsum from Westport Wharf to the works, or in (iii) transport of paper bags from Westport Wharf to the packing plant, or in (iv) bagged cement from the packing plant to Westport Wharf. Provided that the hours of work do not exceed 40 per week, eight per day to be worked Monday to Friday, both days inclusive. Nothing in this clause shall permit the working of shifts.

Overtime at the rate of time and a half computed on the ordinary wage shall be paid to such drivers for any and all time worked in excess of the daily hours herein specified, and the proviso in clause 3 (a) shall not apply, but subclause 3 (b) shall apply. In the case of duties under (i) the drivers shall be available on rotation between the hours of 11 p.m. and 1 a.m. and, this being extra to the ordinary eight hours day duty, shall for this be paid a special allowance of 23s. per week in addition to their ordinary rate. Where the employer makes these special arrangements an allowance of 23s. per week extra shall be paid to compensate for the elasticity of hours of work. A worker shall not be entitled to two allowances under this clause for the same work.

Holidays

8. (a) The following holidays shall be allowed and paid for: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, birthday of the reigning Sovereign, Labour Day and Anniversary Day, and one other day to be mutually arranged between the worker and the employer.

Should any of the above holidays, except Anzac Day, fall on a Saturday or Sunday, such holidays shall be observed on the next working day or days.

(b) Any work done on the above holidays shall be paid for at double time rate in addition to the ordinary rate.

Annual Holidays

9. All workers shall be allowed annual holidays in accordance with the Annual Holidays Act 1944, and amendments.

Meals

10. (a) The dinner interval shall be from 12 noon to 12.30 p.m., tea 5 p.m. to 5.30 p.m. and supper 10 p.m. to 10.30 p.m.

(b) When necessary the time of the meal hour may be varied, but not by more than one hour. All meal hours worked shall be paid for at the rate of double time. Provided that such payment be calculated as follows: If the hour of noon is exceeded one half hour additional shall be paid; if the period exceeds 20 minutes after the hour of noon, one hour additional shall be paid.

(c) A rest period of a maximum of 10 minutes shall be allowed each morning, each afternoon and each evening, and after two hours during overtime, provided that such overtime will extend over at least three hours.

Accommodation and Welfare Provisions

11. (a) The employer shall provide suitable facilities to enable workers to change and dry their clothes. Showerbaths and a suitable number of wash basins shall also be provided, with hot and cold water available at all times.

(b) Suitable mess rooms shall be provided for the use of the men, one in the quarry area, one at the packing plant and one in the vicinity of the workshop.

(c) The workers shall assist the management in keeping the accommodation provided in a clean state, and it shall be a breach of this agreement for any worker to misuse, abuse or wilfully or negligently damage any amenities or facilities provided for the use of workers. Such defaulters shall be liable to summary dismissal.

(d) When necessary goggles and respirators shall be supplied on request to workers when working in dust.

(e) Subject to the approval of the management workers engaged on exceptionally dusty or dirty work may be allowed one half-hour for bathing purposes within the eight hours, such half-hour to commence immediately after the men cease performing the work in question.

Workers to be Members of Union

12. (a) It shall not be lawful for any 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.

(b) For the purpose of subclause (a) of this clause a person of the age of 18 years and 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 21 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 to do so by his employer or any officer or representative of the union, commits a breach of this agreement, and shall be liable accordingly.

(NOTE—Attention is drawn to section 174 (3) of the Industrial Conciliation and Arbitration Act 1954, which gives to workers the right to join the union.)

(d) Within one month after the date of coming into operation of this agreement the employer shall, if requested by the secretary of the union, either supply him with a list of all those workers in his employ covered by this agreement, or provide facilities for the secretary to obtain this list. Thereafter, but not more frequently than once in every three months, the employer shall, if required by the secretary of the union, supply a list of employees engaged since the last list was supplied.

Accidents

13. A small first-aid emergency kit shall be attached to each vehicle.

Time Book

14. The employer shall provide time books as provided for in the Transport Licensing Regulations 1950, clause 30, and such books shall be kept in accordance with the said regulations. The time books shall be open for inspection by a representative of the union at not less than monthly intervals.

Interview with Workers

15. The secretary or other representative of the union shall be permitted to interview workers in working hours, but so as not to interfere unreasonably with the operations of the employer.

Disputes Committee

16. The essence of this agreement being that the work of the employer shall proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties as to any matter whatever arising out of this agreement or connected therewith, every such dispute or difference, as the same shall arise, shall be dealt with by the manager of the works and the president and secretary or two members of the union, viz., a works delegate and the secretary. If they fail to arrive at any agreement, the matter shall be referred to a committee composed of three representatives of the employers and three representatives of the union with an independent chairman for a decision. The decision of the majority of the committee shall be binding, and if no decision is arrived at either party may refer the dispute to the Court for settlement upon giving 14 days' notice to the other party of their intention to so refer the dispute.

First-aid Outfit

17. A modern first-aid outfit (St. John, or similar) fully equipped, including stretcher, shall be kept in a convenient and accessible place in quarry, packing plant and factory proper.

Scope of Agreement

18. This agreement shall apply to all the workers referred to herein employed by New Zealand Cement Co. Ltd., Cape Foulwind, Westport, and for whom provision is made in clause 2 hereof.

Term of Agreement

19. (a) In the case of workers, other than hourly workers, a week's notice of dismissal or resignation shall be given by the employer or the worker. When the employment is terminated without the requisite notice, one week's wage shall be paid or forfeited, as the case may be. This, however, shall not prevent the summary dismissal of a worker for wilful misconduct.

(b) This agreement shall be deemed to have come into force on the 17th day of July 1960 and shall continue in force until the 16th day of July 1962.

On behalf of New Zealand Cement Co. Ltd.:

J. G. LARSEN, Director/General Manager.

J. GRAHAM BROWN, Secretary/Chief Accountant.

Witnessed by J. Mikkelson.

On behalf of the Westland Road Transport and Motor and Horse Drivers' and their Assistants' Industrial Union of Workers:

R. R. RUSSELL, President.

W. GREEN, Secretary.
