

WILSONS N.Z. PORTLAND CEMENT LTD. CEMENT WORKERS—INDUSTRIAL
AGREEMENT

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

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, and its amendments, this 10th day of August 1960, between the Portland Cement Works Employees' Industrial Union of Workers (hereinafter referred to as "the union"), of the one part, and Wilsons N.Z. Portland Cement Ltd. (hereinafter referred to as "the employer") of the other part, whereby it is mutually agreed by and between the said 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 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 employer and the union.

(c) The ordinary hours of work of shift workers shall not exceed five shifts of eight hours each, inclusive of crib time, in any one week, in accordance with the 20 week roster.

(d) Except in the case of the "roster quick shift", when shifts are changed any worker required to work two shifts within any 24 hour period shall receive time and a half 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 he shall be paid a shift allowance of 4s. per shift in addition to his ordinary pay; but if required to work on afternoon or night shift for less than four consecutive working days 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 40 hours, 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) Time worked by a shift worker on a rostered day off shall be paid for at overtime rates, provided that the shift worked on such day is a sixth shift in such week.

If a shift worker is off sick, provided a doctor's certificate is produced certifying to such illness, then a shift worked on a rostered day off shall be paid at overtime rates.

(c) 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 4s. 6d. or a meal will be provided by the company from the Portland dining room.

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 4s.

"Out of Portland" means past the water towers at the top of the hill by the Portland school masters house.

When shift workers have to work an extra shift owing to relief man failing to report, the company shall provide a meal to such shift workers.

(d) A worker other than a shift worker who is required to start work between the hours of 10 p.m. 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.

(e) Any worker who works at least four hours' overtime between the ordinary time for ceasing work and 3 a.m. the next day shall not be required to work any ordinary time unless double rates are paid or an eight-hour break has occurred. Where, by virtue of the compulsory eight-hour break, he loses ordinary time on the second day such time shall be paid for at ordinary rates, with a maximum of four hours' pay without work.

(f) When a worker is employed on overtime and by virtue of such employment is required to pay an extra travelling fare or make an extra journey on his own vehicle, to or from his place of employment, such extra fare or fare equivalent to travelling to Kensington Corner shall be paid by the employer.

(g) No worker shall be permitted to work more than 16 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 16 hours may be worked.

(h) A worker ordered out on Saturdays or Sundays or on a statutory holiday shall receive not less than four hours pay, but if such worker works more than four hours he shall be found work for a minimum of eight hours. Any worker not accepting the offer of a full eight hours work shall be paid only for the actual hours worked. If ordered out to work overtime on an ordinary working day he shall receive not less than three hours' pay.

(i) All overtime worked by packhouse workers shall be distributed as evenly as possible between the packhouse workers irrespective of which side or sides are working.

Holidays

3. (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 abovementioned days or on the days prescribed as holidays in subclause (c) hereof shall be paid for at double time rates.

(c) Anniversary Day or a day in lieu thereof, and 2 January, shall be paid holidays.

(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) When a statutory holiday falls on a shift worker's day off such worker shall be paid a day's pay, that is eight hours at his ordinary hourly rate of pay as prescribed in clause 5 (a).

(f) 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.

Shift workers and those men who work during the Christmas shutdown period must complete their annual holidays by 30 June, that is, within the six months of the holiday being due. If taken in two or three periods, each period shall be not less than one week.

(g) Whenever the Christmas Holiday period is stated by the management, and then altered at short notice, any financial obligation entered into by a worker in regard to fares or accommodation which results in the loss of money, such loss shall be borne by the company and paid on the first pay day after notification, provided satisfactory evidence of such loss is produced to the works manager.

Meals and Smokos

4. (a) 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.

(b) A worker required to work during his recognised meal hours shall be paid at the rate of double time for the hour or part of the hour worked.

(c) In the event of boats loading after 10 p.m. a cup of tea and eatables shall be provided in the packhouse, and 20 minutes shall be allowed for supper.

(d) A period of 10 minutes shall be allowed each worker for the purpose of taking light refreshment mornings and afternoons.

Wages

5. (a) The following shall be the minimum rates of pay:		Per Hour
		s. d.
(1) General labourers, and others not specified	.....	6 4½
(2) Locomotive firemen-shunters	.....	6 7½
(3) Platelayers	.....	6 5¾
(4) Winchmen	.....	6 4¾
(5) Leading-hand platelayer	.....	6 8
(6) Permanent carpenters', electricians', and fitters' labourers	.....	6 4½
(7) Kiln-greasers (original kilns)	.....	6 5¾

The following extra payments shall be made to kiln-greasers—

When one kiln is burning, 1s. 2d. per shift extra.

When two kilns are burning, 1s. 8d. per shift extra.

When three kilns are burning, 3s. 4d. per shift extra.

When four kilns are burning, 5s. 4d. per shift extra.

Feed end man and discharge end man on new kiln	6 8½
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		Per Hour	
		s.	d.
(8)	Logwasher and slurry mill operators	6	6½
(9)	Coal-dump and belt men	6	4¾
(10)	Flue-dust men	6	5¾
Flue-dust men while working No. 1 flue shall be paid 4½d. per hour extra.			
(11)	Motormen	6	5¾
(12)	Mill-greasers	6	7¼
(13)	Crusher-men	6	5¾
(14)	Cement-millers and filter attendants	6	6½
When three or four kilns are burning, the filter attendant shall be paid 4½d. per hour extra			
(15)	Kiln-burners (original kilns)	7	0
When three kilns are burning, the kiln-burner shall be paid 1¾d. per hour extra, and when four kilns are burning, the kiln-burner shall be paid 3½d. per hour extra.			
Kiln-burner on No. 5 or new kiln			
(16)	Packhouse—	7	2
	(a) Machinists sewing bags	6	5¾
	(b) Other packhouse workers	6	4¼
	(c) Loading cement etc. into trucks	6	6½
	(d) Bates baggers and cement tunnel workers	6	8¾
	(e) Bag weigher greaser	6	8¾
(17)	Portland Quarry—		
	(a) Other quarry workers	6	4¼
	(b) Drillers' assistants	6	4¾
	(c) Drillers	6	6½
	(d) Shot-firers	6	6½
	(e) Benchmen	6	8½
	(f) Sauerment drag driver	6	6½
	(g) Benchmen when suspended over face	6	8¾
	(h) Jumper-drill men	7	0
(18)	Waro Quarry—		
	(a) Truckers	6	4¾
	(b) Quarrymen	6	7¼
	(c) Shot-firers	6	8¼
	(d) Drillers	6	10
(19)	Leading hands	6	11¼
(20)	Workers operating internal transport	6	8¾
(21)	Control chemists, etc.—	Per Week	
	(a) Shift tester	£	s. d.
	(b) Physical tester	15	3 10
		13	14 0
(22)	Flotation operators	Per Hour	
(23)	Crane drivers	s.	d.
(24)	Slurry attendants	6	8¼
(25)	Clinker runners	7	0
(26)	Coal runners	6	6½
		6	4¼
		6	4¼

(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 8s. 7¼d. per hour for the first four hours; thereafter double time rates shall be paid.

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 £3 5s. 10d. per day.

(d) Wire-rope splicing shall be paid for at 7s. 1½d. per hour.

(e) When a shift worker is employed on afternoon or night shift he shall be paid 3s. 6d. per shift in addition to his ordinary rate of pay.

Youths

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

—	First Year,	Second Year,	Third Year,	Fourth Year,
	per Week	per Week	per Week	per Week
	s. d.	s. d.	s. d.	s. d.
Sixteen to 17—				
First six months	87 6	111 0	145 0	175 0
Second six months	100 0	119 0		
Seventeen to 18—				
First six months	111 0	145 0	175 0	..
Second six months	119 0			
Eighteen to 19	145 0	175 0	..	..
Nineteen to 20	175 0			
Thereafter adult rates.				

(b) No youths under 16 years of age shall be employed.

(c) No youth shall be employed on shift work or any responsible job unless he is paid the adult rates for that job.

Special Payments

7. (a) The extra payment specified in the second column shall be made for the class of work specified in the first column.

First Column	Second Column
(i) Cleaning or repairing mill roofs or the roof of the Portland hall	7d. per hour
(ii) Handling large size explosives in the Portland Quarry or from magazine to quarry face	7d. per hour
(iii) Lining rotary kilns	7d. per hour
(iv) Feeding a concrete mixer or handling, mixing, or spreading wet concrete	2½d. per hour
(v) Working 12 ft or more above floor rigging, gear running, or erecting scaffolds	3½d. per hour
(vi) Working inside kiln chambers or main flue from kiln chambers to stack or base of all kiln stacks	9½d. per hour
(vii) Wheeling out of kilns	9½d. per hour
(viii) Repairing cooler, kiln or drier gears coal-mills, or locomotives—	
If temperature is 98° Fahrenheit or less	3½d. per hour
If temperature is over 98° Fahrenheit	4½d. per hour
(ix) Removing clinker from beneath coolers while cooler is running or cleaning up in clinker pit or clinker tunnels	7d. per hour
(x) Shovelling inside clinker-storage shed	7d. per hour
(xi) Blowing out motors	4½d. per hour
(xii) Cleaning or clearing blocked sewers	4s. 7½d. per day
Coming into actual contact with faecal matter	10s. per day

First Column	Second Column
(xiii) (a) Men physically handling coal, i.e. loading - or unloading coal trucks or otherwise physically handling coal (except locomotive firemen)	3d. per hour
(b) Men operating rotary tippler while dusty coal is being discharged	3d. per hour
(c) Other occasions when coal is being moved by equipment mechanically operated by men, shall be dealt with at the time and if considered a dirty job a payment shall be made of	3d. per hour
(xiv) Cleaning alongside and under clinker tunnel belt	4½d. per hour
(xv) Working on the face at the Waro or Portland Quarry	7d. per hour
(xvi) Cleaning out blocked elevator pits in packhouse	7d. per hour

(b) 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.

(c) 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.

The foregoing shall not apply to either kiln-burners or kiln-greasers.

No worker shall be compelled to work in any place where the temperature is 150 degrees Fahrenheit or over.

(d) Baggers, workers loading trucks at the packhouse, shall be paid extra hourly rates in accordance with the following table when handling cement of a temperature of 98° Fahrenheit or over.

Baggers, workers loading trucks at the packhouse—

When the cement is 98 degrees to 110 degrees:	6d. per hour extra.
When the cement is 111 degrees to 120 degrees:	7d. per hour extra.
When the cement is 121 degrees to 130 degrees:	8d. per hour extra.
When the cement is 131 degrees to 140 degrees:	9d. per hour extra.
When the cement is 141 degrees to 150 degrees:	10d. per hour extra.

(e) 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:	2¼d. per hour extra.
Over 12 ft and up to and inclusive of 20 ft:	3½d. per hour extra.
Over 20 ft: The last-mentioned rate plus 1¼d. per hour additional for every 7 ft over 20 ft.	

(f) A worker engaged in the cement tunnel while the plant is operating shall be paid 7d. 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 table in clause 7 (d) but shall not be entitled to any extra payment under clause 7 (c).

(g) The holder of a Quarry Ticket shall be paid 1s. 2d. per day extra when working at the Waro or Portland Quarry.

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

(i) 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.

(j) 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.

(k) Repair gang labourers when working with fitters on No. 1 or No. 2 kilns or cooler gears or inside coal mills shall be paid the same additional rate as the fitters. While assisting to repair chains inside the chain system he shall be paid 9½d. per hour in addition to his ordinary rate.

(l) 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.

(m) When cleaning under pan feeder (from primary crusher) while wet clay is building up on floor and causing the man to work in a crouched position he shall be paid 3½d. per hour in addition to his ordinary pay.

(n) When working in Wilsonite silos or cement silos or cement storage bins shall be paid 1s. 6d. per hour in addition to the rate set out in clause 5 (b).

Working in Bins and Silos

8. No man shall be allowed to enter a bin or slurry-silo, unless another man is present. Suitable waist ropes shall be provided by the employer. In the cases of slurry-silos and agitator pit; gum boots shall be provided.

Payment of Wages

9. (a) Day worker's wages shall be paid fortnightly not later than Thursday and in working hours. When Thursday pay day or the next day is a holiday then wages shall be paid on Wednesday of that week.

(b) All wages to be paid in cash.

(c) A worker's time and penal rates given to the office by a foreman, only to be altered by instruction of the manager and the foreman concerned to be notified of the alteration and the reason for same.

(d) All errors and omissions in workers' wages shall be corrected and payment made within 24 hours after being reported and checked with the foreman.

General Conditions

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

(b) The wharf foreman shall tell each man in his department off to his duty.

(c) Every effort shall be made to eliminate or reduce dust generally and to improve working conditions.

Tools and Equipment

11. (a) All tools shall be supplied by the employer.

(b) Respirators shall be supplied to workers handling explosives in the Portland Quarry when necessary.

(c) Respirators and suitable goggles shall be supplied to workers working in dust when required; such articles to be kept by the worker but remain the property of the company.

Three mutton cloths each week shall be supplied to workers working in the pack-house, the shift workers, and adequate mutton cloths to workers when working in dusty conditions.

Kerosene and waste cloth to be supplied to workers when required.

(d) Oilskins shall be supplied in wet weather to workers feeding coal-belts, boat attendants berthing or unberthing boats, crusher-men locomotive firemen and quarry workers and lorry drivers and one oilskin per gang for truckers at pack-house.

- (e) Waterproof coats shall be supplied to physical testers.
- (f) Waterproof capes shall be supplied to Waro Quarry workers in wet weather.
- (g) Gumboots shall be supplied to workers in wet places when required.
- (h) Rubber gloves shall be supplied to workers packing cement joints in pipes, and suitable gloves shall also be supplied to workers engaged in handling frayed wire ropes or cement paper bags.
- (i) Safety ropes shall be supplied to men engaged in cleaning or repairing roofs, or performing work in which safety ropes should be used.
- (j) The sum of 2s. per week shall be paid to each worker as a clothing allowance.
- (k) Suitable aprons shall be provided to truckers in packhouse.

First Aid

12. (a) A modern first-aid outfit, fully equipped, shall be kept in a convenient and accessible place at the works, wharf, quarry, and Waro Quarry.
- (b) Shift testers, up to a maximum of four, who hold a current St. John's certificate shall be paid a special allowance of £5 per annum.
- On obtaining such a certificate a tester shall be entitled to claim from the employer a refund of the amount paid by him in fares reasonably incurred in journeying to Whangarei to attend St. John's classes.

Suburban Work

13. 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

14. "Country" 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. 11d. per day or £2 1s. 5d. per week, unless suitable board and lodging is provided by the employer.

Accommodation

15. (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.
- (e) It shall be a breach of this agreement for any worker to misuse or wilfully or negligently damage any showers, washing facilities, lavatory conveniences, accommodation, or amenities provided for the use of workers.
- (f) In all shift workers departments where moving machinery cannot be left unattended, wash basins and water supply, also soap and towels shall be supplied.

Transfers

16. 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.

Matters Not Provided For

17. Any dispute in connection with any matter not provided for in this agreement 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

18. 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

19. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, 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 purposes of subclause (a) of this clause a person of the age of 18 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 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 so to do 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.)

Under-rate Workers

20. (a) Any worker who considers himself 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 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 14 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 Agreement

21. This agreement shall apply to the parties named herein.

Term of Agreement

22. This agreement shall be deemed to have come into force on 26 June 1960; and this agreement shall continue in force until the 26th day of June 1962.

Signed on behalf of Wilsons N.Z. Portland Cement Ltd:

J. MCLACHLAN, Assistant General Manager and Secretary.

E. W. TAYLOR, Sales Manager and Buyer.

Witness—R. Gentles.

Signed on behalf of the Portland Cement Works Employees' Industrial Union of Workers:

A. J. F. WAKEFIELD, President.

SAM HOEY, Secretary.

JAMES MCADAMS.

Witness—R. C. McLaren.
