
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 4th day of December 1962 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.

Clause 1: Hours of Work

(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.

Clause 2: Wages

(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	18	4	7	5½
Diesel shovel operators	14	11	8	7	3½
Dragline operators	14	11	8	7	3½
Bulldozer operators	14	11	8	7	3½
Coles crane operators	14	3	4	7	1
Front-end loader operators	14	3	4	7	1
Operators generally not specified	14	11	8	7	3½
Dumper drivers	14	3	4	7	1
Articulator drivers	14	3	4	7	1
Bus and truck drivers	14	3	4	7	1
Motor drivers generally	14	3	4	7	1

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.

Clause 3: Overtime

(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.

(d) Workers called out for special work outside the ordinary working hours shall be paid a minimum of two hours.

Clause 4: Special Payments

(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 6d. per hour extra while so engaged.

(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 2s. 6d. per day as dirt money while assisting on maintenance of machines.

Clause 5: Increase in Rates of Remuneration

The rates of remuneration determined by this award shall be increased to the extent and in the manner prescribed by the general order of the Court made under the Economic Stabilisation Regulations 1953 and dated the 4th day of July 1962.

(EXPLANATORY NOTE—The general order of 4 July 1962, which took effect on 26 July 1962, increased rates of remuneration determined by awards and industrial agreements by an amount equal to 2½ per cent thereof, but excluded from the scope of the increase all allowances in respect of tools bicycles, motor vehicles, protective or special clothing, or special footwear.

For the purposes of the general order the term "remuneration" in relation to rates determined by awards and industrial agreements is defined by the regulations as meaning salary or wages; and includes time and piece wages and overtime and bonus and other special payments; and also includes allowances, fees, commission, and any other emolument, whether in one sum or several sums; and also includes travelling expenses.)

Clause 6: General Conditions

(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 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.

Clause 7: Special Conditions

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 workers to or from any of the company's establishments, 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 their 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 elasticity of hours of work. A worker shall not be entitled to two allowances under this clause for the same work.

Clause 8: Holidays

(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 rates in addition to the ordinary rate.

Clause 9: Annual Holidays

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

Clause 10: Meals

(a) The dinner interval shall be from 12 noon to 12.30 p.m. tea 5 p.m. to 5.30 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.

Clause 11: Accommodation and Welfare Provisions

(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.

Clause 12: Unqualified Preference

(a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

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

(f) 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.

Clause 13: Accidents

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

Clause 14: Time Book

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.

Clause 15: Interview With Workers

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.

Clause 16: Disputes Committee

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.

Clause 17: First-aid Outfit

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.

Clause 18: Scope of Agreement

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.

Clause 19: Term of Agreement

(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 2nd day of December 1962 and shall continue in force until the 2nd day of December 1964.

On behalf of New Zealand Cement Co. Ltd.:

J. G. LARSEN, Director/General Manager.

J. VAN DER WOUDE, Secretary/Chief Accountant.

Witnessed by D. A. Harris.

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.