

GUARDIAN CEMENT CO. LIMITED EMPLOYEES—AWARD

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

In the Court of Arbitration of New Zealand, Westland Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Wellington, Nelson, Westland, and Marlborough Local Bodies, Other Labourers, and Related Trades Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned company (hereinafter called “the employers”):

Guardian Cement Co. Ltd., P.O. Box 111, Westport.

THE Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 130 of the Industrial Conciliation and Arbitration Act 1954, 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 31st day of March 1966 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 3rd day of June 1964.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Hours of Work

1. 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 7 a.m. and 5 p.m.; provided that the employer and the workers concerned may agree mutually to a variation of these hours.

Shift Workers

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

Shift hours to be as follows:

1st shift (night shift): 12 midnight – 8 a.m.

2nd shift (day shift): 8 a.m. – 4 p.m.

3rd shift (afternoon shift): 4 p.m. – 12 midnight.

The normal shift rotation will be as per agreed roster, in operation at the date of the coming into force of this award.

(b) Men employed on shift work shall not be called upon to work two weeks consecutively on the same shift, but shall change shifts weekly except in cases of emergency, when work may be carried on as required.

(c) "Week" means the period from midnight on Saturday up to and including midnight on the following Saturday.

(d) Where shifts are worked, a shift shall not exceed eight hours inclusive of meal time. If a worker is required to work a second shift between the hours of midnight and midnight he shall be paid time and a half for the first three hours and double time thereafter.

(e) Shift work shall mean work which is carried out by two or more successive relays of workers, each relay performing substantially the same type of work as the outgoing shift.

(f) Shift workers shall be paid 5s. extra per shift from 4 p.m. to 12 midnight and 12 midnight to 8 a.m. shifts. A shift worker who is called to work 12 midnight to 8 a.m. shift and is not required to attend, shall be given eight hours' notice of cancellation of shift.

(g) Day workers may be employed on shifts, such change of employment to be notified by 4 p.m. on the previous day.

(h) Shift workers may be employed on day work, such change of employment to be notified by midnight of the previous day.

(i) If a day worker is required to work an afternoon or night shift for less than three consecutive working days, he shall be paid at overtime rates as specified in clause 4, but if required to work for three or more consecutive working days shall be classified as a shift worker.

(j) Except as otherwise provided, the rates of pay for work done on Saturdays by shift workers between the hour of midnight Friday and noon Saturday, shall be time and a half, and between noon Saturday and midnight Sunday shall be double time.

				Rates of Pay		Per Hour	
				s.	d.		
3. (a)	Quarry drillers	.....	.....	7	2½		
	Weighbridge attendants	.....	.....	7	4¼		
	Conveyor attendants	.....	.....	7	1½		
	Leading hands	.....	.....	7	9½		
	Burners	.....	.....	7	9½		
	Millers	.....	.....	7	4		
	Cement packers cum sack handlers	.....	.....	7	8		
	Shift testers	.....	.....	7	5½		
	Laboratory assistant	.....	.....	7	5½		
	Slurry department attendants	.....	.....	7	2½		
	Crane operators (overhead crane)	.....	.....	7	7		
	Greasers (except kiln greasers)	.....	.....	7	1½		
	Crusher attendants	.....	.....	7	2½		
	Kiln greasers cum coal attendants	.....	.....	7	2½		
	Store helpers	.....	.....	7	2½		
	Wash mill attendants	.....	.....	7	2½		
	Cement loaders cum shunters	.....	.....	7	2½		
	Workers not otherwise specified	.....	.....	7	0½		

(b) *Employment of Youths*—Youths may be employed at not less than the following rates:

	Per Week		
	£	s.	d.
17 to 18 years of age	7	0	0
18 to 19 years of age	7	15	0
19 to 20 years of age	8	10	0
20 to 21 years of age	10	0	0

Thereafter at the appropriate adult rate.

Youths under 18 years of age shall not be called upon to move single handed any article of a weight exceeding 75 lb.

(c) Wages shall be paid weekly and in the employer's time. With every payment each worker shall be supplied in writing with a fully itemised statement showing the wage make-up with ordinary time, overtime, wage rate, allowances, and deductions shown separately.

(d) After one week's employment the engagement shall be on a weekly basis, unless employment on an hourly basis is confirmed in writing.

(e) Greasers, when required to replace the miller, shall be paid at millers' rate for such shift.

Overtime

4. (a) (i) Except as otherwise provided herein, all overtime worked on any day as 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.

(ii) Time worked by shift workers in excess of eight hours in any day shall be paid for at the rate of time and a half for the first three hours and double time thereafter, provided that this shall have no application when the overtime arises from arrangements made between the workers themselves.

(b) A worker other than a shift worker, notified the day previously 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.

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

(d) For work done on Saturday morning by workers other than shift workers 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

5. (a) A worker repairing inside of raw mills that have not been washed out, working in cement silos, slurry silos, slurry pits, slurry basin or bulk cement tankers, shall be paid his ordinary rate extra while so employed.

(b) Quarry drillers working on top of a quarry face being higher than 50 ft above the quarry floor shall be paid an additional payment of 1s. per day as height money.

(c) Any worker, other than a ganger or assistant foreman, placed in charge of four or more other men shall receive 3s. 6d. per day extra. This does not apply to tradesmen in charge of their mates and labourers.

(d) Workers with quarrymen's certificate shall be paid 2s. per day extra. Other workers whilst handling explosives at the direction of the foreman shall be paid an additional 1d. per hour.

(e) Men shovelling clinker under coolers, clearing clinker shutes and drag chain trough below ground level, cleaning smoke chamber and bottom of kiln stack, working on a quarry face suspended on ropes, shall be paid 6d. per hour extra while so employed.

(f) Workers cleaning and repairing coal mill, separator, cyclone, raw coal silo and coal dust bin, kiln rollers, excavators, bulldozers, kiln flues, cement elevators and dust filters, fluxo packer and packing plant machinery or cleaning lime crusher pit shall be paid 6d. per hour extra over and above the normal ordinary rate, plus 2s. 6d. dirt money per day while so employed. This provision does not apply to attendants, greasers, and workers normally engaged on the machinery and in the departments concerned.

(g) Any worker required to work in any compartment or confined space when the heat exceeds 110 degrees Fahrenheit (temperature to be checked by a foreman) shall be paid ordinary time rate in addition to the rate otherwise payable to him at that time, while so employed. Not less than two men shall be so employed.

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 kiln burners, kiln greasers, or coal millers while engaged operating the kiln and coal mill installation.

"Confined space" means a working-place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position, or without proper ventilation, or where confinement within a limited space is productive of unusual discomfort.

(h) Any worker required to work in a confined space on a kiln cooler, cement mill, raw mill or coal mill shall be paid 6d. per hour extra while so employed.

(i) Except as 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 or more provisions which are applicable to the conditions under which a worker is employed he shall be paid the highest rate applicable.

(j) (i) Men, other than tradesmen, employed on oxy-acetylene or electric welding and cutting (except on spot or butt welding machines) for less than four hours in a day, shall be paid 1s. 9d. per day extra; for more than four hours in a day 2s. 9d. extra per day.

(ii) For workers, other than tradesmen, welding or burning in confined spaces where it is not practicable to provide adequate ventilation, suction and induction fans shall be available, and such workers while so employed shall be paid half ordinary rate in addition to the rate otherwise payable to them at that time.

(k) If men are called out to work outside their normal hours they shall be paid a minimum of two hours at overtime rates.

(l) When an employee is called out for special work (not ordinary day work or shift work) and uses his own transport, other transport not being available, he shall be paid 9d. per mile.

(m) In lieu of providing overalls or other articles of protective clothing, footwear or gumboots, the employer shall pay to all workers a clothing allowance of 1½d. per hour. Quarry workers and packing plant loaders, however, will be supplied with gumboots, leggings, and raincoats.

(n) (i) The following extra payments shall be made where the work being carried out involves the risk of a fall between:

	Per Hour
35 ft and 70 ft	d. 3¼
70 ft and 105 ft	4½
105 ft and 140 ft	7
140 ft and 170 ft	9¼

This subclause shall not apply to quarrymen except as provided in sub-clauses (b) and (e) of this clause, nor for slurry attendants, conveyor attendants, crane operators, and other workers engaged in the production and whose duties take them to high places.

(ii) Workers required to work on roof trusses or fixing purlins on roof trusses where a false step or mishap would entail an unbroken fall of 15 ft or more shall be paid 4½d. per hour in addition to their hourly rate of wages, while so employed.

(o) Workers employed in cleaning or repairing narrow trenches or drains over 6 ft in depth shall be paid the following extra payments:

Over 6 ft and up to and inclusive of 12 ft: 2½d. 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 1½d. per hour additional for every 7 ft over 20 ft.

(p) *Wet Money*—When the employer requires a worker to work in heavy rain, he shall pay him half ordinary time rate in addition to the rate otherwise payable to him at that time, from the time of commencement of such work in the rain until the end of the shift. This does not apply to shiftmen and cement loaders cum shunters who are engaged on their normal work.

(q) Workers who in the course of their duties are required to use spray-painting equipment, shall be paid not less than the appropriate additional rate prescribed in the Painters' Award for the time being in force.

(r) Workers required to do steam cleaning shall be paid 6d. per hour additional while so employed.

(s) Workers required to do sand blasting shall be paid 6d. per hour extra while so employed plus 2s. 6d. per day and shall be provided with approved protective clothing.

Termination of Employment

6. In the case of weekly workers one week's notice of the termination of employment shall be given by the party desiring to terminate the employment or one week's wages paid or forfeited, as the case may be, and in the case of hourly workers, two hours' notice of termination shall be given or two hours' wages paid or forfeited, as the case may be; but nothing herein contained shall prevent an employer from summarily dismissing a worker for misconduct.

Special Conditions

7. (a) Any worker transferred temporarily from his usual employment shall not have his wages reduced by such transfer; such transfer shall be considered permanent after a period of eight weeks, when the ruling rate for the work being performed shall apply, provided that if a higher rate applies to the work to which he has been transferred such higher rates shall be paid: Provided that it shall be part of the duty of any worker to work as required on "Good House-keeping" duties.

(b) Men on hourly wages called out for break-downs between midnight and 3 a.m. shall be paid double time for the time so worked and shall not be required to return to work at ordinary rates of pay until the lapse of a period of time corresponding to that for which double time was payable.

(c) When men are called to work on their day off two hours' previous notice shall be given.

(d) When men are called out at 8 a.m. and sent home immediately to come out at 4 p.m. they shall receive four hours' pay on account of this call.

(e) Any worker, other than a weekly worker, going to work and being sent home by reason of there being no work, and through no fault of his own, shall receive one day's pay.

(f) In the event of any worker, other than a weekly worker, commencing work and not completing a day's work through no fault of his own, he shall receive one full day's pay.

(g) 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, or absence with the consent of the employer.

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

(i) 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.

Working in Bins, Hoppers, and Silos

8. (a) No worker shall be required to enter a bin, hopper, or silo unless another man is present. Suitable waist-ropes shall be provided by the employer when necessary.

(b) When men are employed in the coal dust bin or in cement silos they shall be provided with respirators. When men are working in a bin the feeder of the bin must be stopped.

Packing Plant

9. (a) Men employed on the fluxo packer shall be supplied with respirators when required and shall not be called upon to work for more than an hour at a time at this work, after which they shall be engaged on other duties in the packing plant for not less than one hour.

(b) When loading cement in railway wagons or lorries no ganger is required unless more than six men are so employed at one time.

(c) Workers engaged in loading rail tankers with bulk cement shall be paid 2d. per hour additional while so employed.

Holidays

10. (a) The following holidays shall be allowed and paid for: Christmas Day, Boxing Day, New Year's Day, 2 January, Good Friday, Easter Monday, Anzac Day, birthday of the reigning Sovereign, Labour Day, and Anniversary Day.

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.

(c) If any worker is rostered off duty on the day of observance of any of the holidays specified in subclause (a) hereof, payment shall be made for such day at ordinary rates of pay.

Annual Holidays

11. (a) All workers shall be allowed annual holidays in accordance with the Annual Holidays Act 1944, and its amendments: Provided that shift-workers on completion of any one year of continuous service shall either be paid an additional week's wages at ordinary rates or allowed an extra week's holiday at a time to suit the employer.

(b) Any worker who has been employed for less than 12 months as a shift worker shall receive and be paid for a proportionate part of the additional week's holiday.

Meals

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

(b) When necessary the time of the meal hour may be delayed or advanced, but not to exceed one hour in either case. All meal hours worked by workers other than shift workers 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) No day-worker shall be compelled to work longer than five hours without a break for a meal, and shift-workers shall be allowed sufficient time during the first five hours of a shift to have a meal while the machinery is running. Machinery attendants, as for instance burners and millers, will as a rule be required to remain with their respective machines during meals, and should be prepared to "crib on the job".

(d) A rest period of a maximum of 10 minutes shall be allowed each morning, each afternoon, and each evening.

(e) Arrangements will be made by the employer for facilities to boil water for tea.

(f) When shift workers are required to work overtime for one hour or more after the usual time for ceasing work, the employer shall supply such workers with a meal. This provision shall not apply where notification is given the previous day that overtime is to be worked.

Accommodation and Welfare Provisions

13. (a) The employer shall provide suitable facilities to enable workers to change and dry their clothes. Two 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 any worker who misuses, abuses, or wilfully or negligently damages any amenities or facilities provided for the use of workers shall be liable to summary dismissal.

(d) When necessary, goggles and respirators shall be supplied on request to workers when working in dust. Safety helmets will also be available on request for workers engaged on kiln relining work or in the quarries.

(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. This provision, however, shall not normally apply to shift-workers on normal production duties.

Disputes Committee

14. The essence of this award being that the work of the employer shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award as to any matter whatsoever arising out of or connected therewith, and not provided for herein, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by a Conciliation Commissioner. Either side shall have the right to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

First-aid Outfit

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

Unqualified Preference

16. (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 purpose 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.)

Under-rate Workers

17. (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 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 Award

18. This award shall apply to the workers employed by Guardian Cement Co. Ltd., Westport, for whom provision is made herein.

Term of Award

19. 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 26th day of April 1964, 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 31st day of March 1966.

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 3rd day of June 1964.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Council of Conciliation.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 16 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.
