

NEW ZEALAND CEMENT HOLDINGS LTD. LIME WORKERS—INDUSTRIAL
AGREEMENT

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

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 5th day of August 1964, between the Otago and Southland Lime and Cement Employees Industrial Union of Workers (hereinafter called "the union"), of the one part and the New Zealand Cement Holdings Ltd., Dunedin (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

Industry to Which Agreement Applies

1. This agreement shall apply to the production and/or manufacture of lime at the employer's Milburn and Dunback works.

Hours of Work

2. (a) The ordinary hours of work shall not exceed 40 per week nor eight per day, and shall be worked on the five days of the week, Monday to Friday inclusive; between the hours of 7.30 a.m. and 5 p.m.

(b) Not less than three-quarters of an hour shall be allowed for the midday meal; but this may be varied by mutual agreement of the parties.

(c) (i) Shifts may be worked where necessary. Except in the case of Monday mornings, when four-hour shifts may be worked, shifts shall consist of eight hours, including half an hour crib-time. Neither the eight-hour shifts nor the four-hour shifts shall be broken.

(ii) For the purposes of this clause "shift-work" shall mean work which is carried out by two or more successive relays or spells of workmen, each relay performing substantially the same duties as the outgoing shifts. Work shall not be deemed to be shift-work unless shifts are worked on four or more consecutive working days.

(iii) Men on afternoon or night shift shall be paid 5s. 2d. per shift extra. This allowance shall be payable in respect of any shift the whole period of which does not fall between the hours of 7.30 a.m. and 5 p.m. In the case of kilns in which a nightshift only is worked, an extra 8d. per shift in addition to the 5s. 2d. prescribed above shall be paid.

Sunday Work

3. Sunday work shall be optional. Any work done on Sundays shall be paid for at double ordinary rates.

Overtime

4. (a) All time worked in excess of the daily hours fixed in clause 2 of this agreement 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: Provided that time worked before noon on Saturday shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b) Overtime shall be calculated daily.

(c) No worker shall be required to work more than five hours continuously without being allowed time for a meal or a meal allowance of 5s. 2d.: Provided that if the men are required to work overtime continuously for more than two hours at other than shift-work they shall be allowed half an hour for a meal and a meal allowance of 5s. 2d.

Holidays

5. (a) The following shall be observed as holidays: New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Christmas Day, Boxing Day, the birthday of the reigning Sovereign, and Anniversary Day or a day in lieu thereof.

(b) In the event of a holiday, other than Anzac Day, falling on a Saturday, or a Sunday, such holiday shall be observed on the succeeding Monday, and in the event of another holiday falling on such Monday, such other holiday shall be observed on the succeeding Tuesday.

(c) When any of the holidays mentioned in sub-clause (a) of this clause falls on a working-day, payment shall be made for same, as if worked at ordinary rates of wages.

Subject to section 28 of the Factories Act, the employer shall pay one-tenth of a day's ordinary wages to each worker in respect of each ordinary day worked by him for the employer during the fortnight ending on the day of any holiday referred to in sub-clause (a) of this clause.

(d) For work done on any of the holidays mentioned in subclause (a) of this clause, payment shall be made at the rate of double time in addition to any payment the worker may be entitled to under subclause (c) of this clause.

(e) (i) Workers other than shift workers shall, on completion of each year of service, be entitled to an annual holiday of two weeks on full pay. Workers with less than one year's service shall be entitled to a proportionate allowance in lieu of holiday on completion of service.

(ii) Shift-workers, after each complete 12 months of service, shall be allowed a holiday of three clear weeks (15 working days) at their ordinary rate of pay.

(iii) Any shift-worker who has been employed for less than 12 months but not less than three months upon the termination of his employment or upon his transfer to work other than shift-work shall be entitled to receive proportionate holiday pay computed at his ordinary rate of pay.

(iv) Shift-workers for the purpose of this clause are workers who are regularly employed on rotating shifts or are continuously employed on afternoon or night shifts.

(v) The additional week's annual holiday provided for shift-workers shall be allowed at a time suitable to the employer.

Wages

| 6. (a) The following shall be the minimum rates of wages: | | Per | Hour |
|---|-------|-----|------|
| | | s. | d. |
| Drillman with explosive permit | ..... | 7 | 11½ |
| Drill assistant with explosive permit | ..... | 6 | 9¾ |
| Drillmen | ..... | 6 | 9¼ |
| Loco drivers | ..... | 6 | 10½ |
| Feeders to crushers and mills | ..... | 6 | 8 |
| Lime-drier firemen | ..... | 6 | 7¾ |
| Lime-classers | ..... | 6 | 7¾ |
| Baggers while so employed | ..... | 6 | 8 |
| Spallers | ..... | 6 | 7½ |
| Mechanical digger-drivers | ..... | 7 | 2 |
| Platelayer | ..... | 6 | 8 |
| Dragline operator | ..... | 6 | 7¾ |
| All other workers | ..... | 6 | 6¼ |

If an unspecified worker is employed for three or more hours on any day at any of the classified operations, he shall be paid for all time worked on such day at the rate prescribed for such classified operation.

(b) Men driving horses or vehicles in connection with the operation of the works shall be paid the rate of wages prescribed by the general Motor and Horse Drivers' award in force from time to time for such work whilst so employed, provided that not less than the minimum wages payable under this agreement are paid to such workers.

General Provisions

7. (a) When required, respirators, aprons, and goggles shall be supplied to men working on lime.

(b) Gumboots shall be supplied by the employer to workers when they are working in water or liquid slush or slurry over 1 in. in depth. A worker shall be paid an allowance of 3½d. per hour when required to wear gumboots for not less than two hours in any day.

(c) Ten minutes shall be allowed to workers for "smoke-oh" morning and afternoon.

(d) A modern first-aid outfit, fully equipped, shall be kept in a convenient and accessible place at the works.

(e) Except where otherwise mutually arranged wages shall be paid weekly not later than Thursday and within working hours: Provided that where a holiday falls and is observed on a Thursday or Friday, payday will be not later than Wednesday of that week. Full details of earnings and deductions shall be supplied to each employee.

(f) Proper sanitary conveniences, including an adequate supply of fresh water, and accommodation for men living on the works, shall be provided at all lime works, and it shall be the duty of the check inspector to assist the works-manager in seeing that employees using such sanitary conveniences do so in a proper and careful manner.

(g) Each employer shall provide accommodation to enable workers to change and dry their clothes and have their meals. Such accommodation shall be for the use of all workers on the job. No lime, cement, or tools shall be stored in the change-room. An adequate supply of water shall be available at all times. The employer shall make provision for the supply of boiling water at meal-times.

(h) Where workers are required by the employer to live on the job, the employer shall provide accommodation for such workers, in accordance with the terms of section 6 of the Shearers' Accommodation Act.

(i) Any worker reporting for work and finding work is not available due to wet weather shall be paid a minimum of four hours at ordinary rates.

(j) All workers covered by this agreement shall be paid a clothing and boot allowance of 1½d. per hour.

(k) Workers required to work in rain shall be supplied with oilskin over-garments by the employer.

Contract Work

8. Where the operation of any works covered by this agreement is carried on by contract, the contractor or contractors shall pay the wages and observe all the conditions of this agreement.

Piece-work

9. Any worker or number of workers may agree with an employer to perform work on a tonnage or piecework basis: Provided that the terms of such agreement shall be lodged with the secretary of the union and with the local Inspector of Awards within fourteen days after such agreement is reached.

Check Inspectors and Committees

10. The union shall elect a check inspector and a committee of two at each limeworks in the industrial district; such check inspector and committee while so officiating must be in the employ of a party to this agreement. The duties of the committee shall be to assist the manager of the works to adjust any grievances or disputes that may arise. Any grievance or dispute that cannot be so settled shall be referred to a committee consisting of an executive officer of the union, the manager or officer of the company, and the Inspector of Awards at Dunedin. In the event of the committee being unable to settle the matter, it may be referred to the Court by either party.

Effective Operation of Agreement

11. (a) The employer bound by this agreement shall permit the secretary of the union of workers to enter at all reasonable times (to be mutually arranged between the employer and the union) upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

(b) The employer shall on written request supply the secretary of the union with a list of workers employed under this agreement. Such request shall be made not oftener than once in each three months.

Unqualified Preference

12. (a) Any adult person engaged or employed in any position or employment subject to this agreement by any employer bound by this agreement shall, if he is not already a member of a union of workers bound by this agreement, 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 agreement so long as he continues in any position or employment subject to this agreement.

(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 agreement.

(d) Every employer bound by this agreement commits a breach of this agreement 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 agreement.

(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

13. (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.

Application of Agreement

14. This agreement shall apply to the original parties named herein.

Term of Agreement

15. This agreement, 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 22nd day of June 1964, and so far as all other provisions of the agreement are concerned, it shall come into force on the day of the date hereof, and this agreement shall continue in force until the 30th day of June 1966.

On behalf of New Zealand Cement Holdings Ltd.:

J. L. T. BRAITHWAITE, Assistant General Manager.
W. F. MITCHELL, Secretary.

On behalf of the Otago and Southland Lime and Cement Employees Industrial Union of Workers:

R. J. SHARP, President.
L. B. SWAN, Secretary.
