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NORTHERN INDUSTRIAL DISTRICT (EXCEPT PORTLAND CEMENT WORKS
WHANGAREI) CEMENT WORKERS—AWARD

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

In the Court of Arbitration of New Zealand, Northern Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Auckland Ceramic, Concrete, Builders and General Labourers and Related Trades Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned company (hereinafter called “the employers”):

Waitomo Portland Cement Ltd., Te Kuiti.

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 30th day of June 1967 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 5th day of July 1965.

[L.S.]

A. P. BLAIR, Judge.

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 lunch. The lunch 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 four-weekly roster.

(d) Except in the case of "roster quick shift" when shifts are changed any worker instructed to work two shifts within 24 hours of commencing his normal rostered shift shall be paid overtime rates for any time he worked on the second shift.

(e) Night and day work shall be divided equally between men on shift, so that all men are treated alike.

(f) If a day worker is required to work an afternoon or night shift he shall be paid a shift allowance of 5s. 6d. per shift in addition to his ordinary pay; but if required to work on afternoon or night shift for less than five 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.

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 of such week.

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

(c) 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 work after 6 a.m. shall be paid time and a half up to the ordinary time of starting work.

(d) 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.

(e) 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 in his own vehicle, to or from his place of employment, such extra fare or fare equivalent shall be paid by the employer.

(f) 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 when more than 16 hours may be worked.

(g) A worker called out on Saturdays or Sundays shall receive not less than four hours' pay at the appropriate rate of pay. If called out to work overtime on an ordinary working day he shall receive not less than three hours' pay.

(h) All overtime worked by packhouse workers in the packhouse shall be distributed as evenly as possible.

(i) All time worked after 12 noon Saturday shall be paid at double time rates.

Holidays

3. (a) The following shall be the recognised holidays which shall be paid for at ordinary rates: New Year's Day, 2 January, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Anniversary Day or a day in lieu thereof.

(b) The employer shall pay wages for the above holidays to all workers performing work coming within the scope of this award who have been employed by him at any time during the fortnight ending on the day on which the holiday occurs.

(c) Where any worker has been employed upon work coming within the scope of this award by more than one employer during the fortnight ending on the day on which any of the above holidays occurs, he shall be entitled to receive proportional payment for the holidays assessed on the basis of one tenth of an ordinary day's pay for each such holiday for each day employed during the fortnight.

Workers who have not been employed elsewhere during that fortnight on work coming within the scope of this award or who terminate their employment and are not taking up other employment during that fortnight shall if required by the employer declare such facts in writing and will then be paid the full holiday payment.

(d) 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.

(e) Except as otherwise provided any work done on any of the above holidays shall be paid for at double time rates in addition to the worker's ordinary rate.

(f) All time worked on a Sunday shall be paid for at double time rate.

(g) 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.

(h) 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 rate of pay as prescribed in subclause (a) of clause 6 hereof.

Annual Holidays

4. (a) Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944, except that shift workers shall be allowed a holiday of three weeks.

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

Meals and Smokos

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

(d) A worker who is required to work overtime for more than one hour after his usual daily finishing time shall be paid a meal allowance of 5s. 7d.: Provided the worker has not been notified of such overtime on the day preceding the day on which he is required to work overtime, or if he cannot reasonably get home for his meal and return in the meal period allowed.

Wages

| 6. (a) The following shall be the minimum rates of pay: | | Per Hour |
|--|-------|--------------------|
| | | s. d. |
| (1) General labourers, maintenance labourers, and others not specified | ..... | 7 8 |
| (2) Crusher men | ..... | 7 9 $\frac{3}{4}$ |
| (3) Blender | ..... | 8 1 |
| (4) Kiln burner | ..... | 8 6 $\frac{3}{4}$ |
| Kiln burner's assistant | ..... | 7 10 $\frac{3}{4}$ |
| (5) Packhouse workers | ..... | 8 1 |
| (6) Leading hands | ..... | 8 3 $\frac{3}{4}$ |
| (7) Workers operating internal transport | ..... | 8 1 |
| (8) Physical tester | ..... | 8 3 $\frac{3}{4}$ |
| (9) Storage bay operator | ..... | 8 4 $\frac{1}{2}$ |
| (10) Miller | ..... | 8 1 |

(b) A worker engaged in cleaning meal or cement silos, clinker, raw material, gypsum, fuel hoppers, or bucketing cement out of rail tankers, shall be paid 10s. per hour for the first four hours, thereafter double time rates shall apply.

(c) A worker engaged in cleaning or painting or repairing chimney stacks when suspended on a bosun chair shall be paid £3 15s. per day.

(d) When a shift worker is employed on early or late shift he shall be paid 5s. 4d. per shift in addition to his ordinary rate of pay.

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, crane gantry rails or rafters | 7½d. per hour. |
| (ii) Lining kilns | 7½d. per hour. |
| (iii) Feeding a concrete mixer or handling or mixing or spreading wet concrete | 2½d. per hour. |
| (iv) Working 12 ft or more above floor rigging, gear running, or erecting scaffolds | 3¾d. per hour. |
| (v) Removing clinker from clinker chain pit or elevator pit | 7½d. per hour. |
| (vi) Cleaning out blocked meal and cement elevator pits | 7½d. per hour. |
| (vii) Blowing out motors | 5d. per hour. |
| (viii) Cleaning or clearing blocked sewers | 4s. 11d. per day. |
| Coming into actual contact with faecal matter | 10s. 10d. per day. |
| (ix) Tipping or handling coal or coke | 3¼d. per hour. |
| (x) Cleaning out inside of dust collectors or removing sleeves | 4s. 3d. per day. |
| (xi) Repairing filter sleeves | 3½d. per hour. |
| (xii) Any worker required to work in the Dracco tower within two hours of the kiln shutting down or the Dracco towers being isolated, shall be paid ordinary rates while so working in addition to the rate appropriate to the time at which the work is done, but subject to subclause (b) of this clause normal rates of pay shall be paid for all time worked after the kiln has been shut down for two hours. | |

(b) A worker required to work in any compartment or confined space between Dracco towers or between the first and second kiln piers where the heat exceeds 110 degrees Fahrenheit shall be paid ordinary rates while so working in addition to the rate appropriate to the time at which the work is done.

The foregoing shall not apply to raw millers, kiln burners, or kiln burners' assistants engaged in the course of their normal duties.

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

(c) 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.

(d) 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.

(e) 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 receive the higher rate of the two.

(f) 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, 2½d. per hour extra.

Over 12 ft and up to and including 20 ft, 3¾d. per hour extra.

Over 20 ft, the last mentioned rate plus 1¼d. per hour additional for every 7 ft over the 20 ft.

Payment of Wages

8. (a) Wages shall be paid weekly in working hours on the regular pay day, which shall not be later than Thursday. All waiting time shall be paid for at ordinary rates of pay.

(b) A worker's time and penal rates given to the office by the foreman shall only be altered by instruction of the manager or his appointee and when this occurs the worker shall be notified of the alterations and reasons for same.

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

(d) In the event of pay day being a holiday, where practicable wages shall be paid under the same conditions as set out in subclause (a) of this clause on the day preceding the holiday: Provided, however, that if a holiday falls on a Friday wages shall be paid not later than the preceding Wednesday.

Termination of Employment

9. (a) The employment of any worker shall be terminable by two hours' notice on either side: Provided, however, that the employer shall be entitled to dismiss any worker summarily for misconduct: Provided, further, that except in the case of dismissal for misconduct any worker who is dismissed upon or after reporting for work at the usual hour shall be entitled to at least four hours' pay for that day.

(b) Workers shall be paid immediately upon dismissal if such occurs in the employer's ordinary office hours, and otherwise when the office normally re-opens. Failing payment as aforesaid, the worker shall be deemed to have worked his normal hours until he is paid and shall be entitled to wages accordingly.

(c) If a worker suffers injury on the job during working hours and his condition necessitates his leaving the job, he shall, if necessary, be conveyed at the expense of his employer by transport suitable to his condition.

General Conditions

10. (a) 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.

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

(c) The employer shall allow the workers a paid stop-work meeting of one hour's duration every two months to discuss union business and matters affecting their employment.

(d) Workers employed in the packhouse and workers employed handling cement in bags shall be provided with suitable heavy aprons.

(e) No foreman shall be permitted to perform work covered by this award except in the case of emergency or in instructing other workers.

(f) There shall be made available at the works a gas tester of a type approved by the Department of Health.

(g) Fifteen minutes cleaning up time shall be allowed and paid to men working in dirty conditions in Draccos, raw mill Peth collectors and kiln bricking.

Tools and Equipment

11. (a) All tools shall be supplied by the employer.
 (b) Respirators and suitable goggles shall be supplied to workers working in dust when required by the worker, such articles to be kept by the worker but remain the property of the employer.
 (c) Three mutton cloths per week shall be supplied to the workers working in the packhouse and shift workers, and adequate mutton cloths to workers when working in dusty conditions.
 Kerosene and waste cloth to be supplied to workers when required.
 Oilskins shall be supplied in wet weather to all outside workers.
 (d) Suitable gloves shall be supplied to workers packing cement joints on pipes, and suitable gloves shall be also supplied to workers engaged in handling frayed wire ropes or cement paper bags.
 (e) Safety ropes shall be supplied to men engaged in cleaning or repairing roofs or performing work in which safety ropes should be used.
 (f) Each worker shall be paid a sum of 3s. 6d. per week as a clothing allowance.
 (g) Gumboots shall be supplied to workers in wet places when required.

First Aid

12. (a) A modern first aid outfit, fully equipped, shall be kept in a convenient and accessible place at the works.
 (b) Any worker, up to a maximum of four, who holds a current St. John's certificate shall be paid a special allowance of £3 per annum.
 On obtaining such a certificate a worker shall be entitled to claim from the employer a refund of the amount paid by him in fares reasonably incurred by him in journeying to attend St. John's classes at Te Kuiti.

Accommodation

13. (a) The employer shall provide accommodation to enable workers to change and dry their clothing, 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 within the works and a dining room of adequate size.
 (d) It shall be a breach of this award for any worker to misuse or wilfully or negligently damage any showers, washing facilities, lavatory conveniences, accommodation, or amenities provided for use of workers.

Transfers

14. 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

15. Any dispute in connection with any matter not specifically provided for in this award shall be settled between the particular employer concerned and an official representative 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.

Right of Entry

16. The secretary or other authorised officer of the union shall be entitled to enter at all reasonable times upon the premises or job of any employer bound by this award for the purpose of interviewing any workers (with the consent of the employer or his representatives, such consent not to be unreasonably withheld), but not so as to interfere unreasonably with the employer's business.

Unqualified Preference

17. (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.)

Under-rate Workers

18. (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 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 Award

19. This award shall operate throughout the Northern Industrial District, except Wilsons N.Z. Portland Cement Ltd., works at Portland.

Term of Award

20. 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 1st day of July 1965, 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 30th day of June 1967.

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 5th day of July 1965.

[L.S.]

A. P. BLAIR, 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 17 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. P. BLAIR, Judge.
