

GOLDEN BAY CEMENT WORKS EMPLOYEES—INDUSTRIAL AGREEMENT

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

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 18th day of January 1960, between the Golden Bay Cement Works Employees' Industrial Union of Workers (hereinafter called "the union") of the one part and the Golden Bay Cement Co. Ltd. Tarakohe (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

Terms 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 8 a.m. and 5 p.m.: Provided that the employer and the union 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.

(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 workers on shipping during the time of their ordinary shift shall be paid their own ordinary shift rate or the 8 a.m. to 5 p.m. shipping rate, whichever is the higher.

(f) 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.

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

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

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

(j) Day workers engaged on shift work for repairs shall be paid the millers' rate of 4-12 and 12-8 shifts. Shift workers engaged on repairs shall be paid their own rates, except the workers engaged placing bricks in the kiln, who will be paid the burners' rate.

(k) If a day workers is required to work on afternoon or night shift for less than five consecutive working days he shall be paid at overtime rates as specified in clause 1 but if required to work for more than five consecutive working days he shall be classified as a shift worker and in addition, will be paid at the rate of time and a half for the first shift worked.

(l) If a worker is required to work an afternoon or night shift on repair work 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 in connection with repair work 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 clause 1.

(m) 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.

		<i>Rates of Pay</i>	Per Hour
			s. d.
3. (a)	Shift foremen	.....	7 8 $\frac{1}{4}$
	Quarrymen	.....	6 7
	Crusher attendants	.....	6 9 $\frac{1}{4}$
	Burners	.....	7 1
	Cement millers	.....	6 8 $\frac{1}{2}$
	Berz millers	.....	6 8 $\frac{1}{4}$
	Noduliser attendants	.....	6 8 $\frac{1}{4}$
	Blending silo attendants	.....	6 8 $\frac{1}{4}$
	Lepol grate attendants	.....	6 8
	Cooler attendants	.....	6 8
	Coal drier attendants	.....	6 8
	Production foreman's gang	.....	6 8 $\frac{1}{2}$
	Crane drivers	.....	6 11 $\frac{3}{4}$
	Shift testers	.....	7 3 $\frac{1}{2}$
	Tradesmen	.....	7 1 $\frac{1}{2}$
	Tradesmens' labourers	.....	6 8 $\frac{1}{2}$
	Shovel and dozer drivers	.....	7 2 $\frac{1}{4}$
	Truck drivers	.....	6 9 $\frac{1}{4}$
	Euclid drivers	.....	6 10 $\frac{1}{2}$
	Cook	.....	6 8
	General labourers	.....	6 6

(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	.....	5 12 6
18 to 19 years of age	.....	6 12 6
19 to 20 years of age	.....	7 5 0
20 to 21 years of age	.....	8 10 0

and thereafter at the appropriate adult rate.

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

(c) Wages shall be paid fortnightly and in the employer's time, on the Wednesday following the end of the fortnight, except that when a statutory holiday falls on Monday or Tuesday prior to, or on the normal paying out day, wages will be paid on Thursday.

(d) No workers bound by this award shall in any week be paid a lesser amount by his employer than the worker would have been entitled to be paid under this award if it had specifically applied the general order of the Court dated 18 September 1959, otherwise than by incorporation pursuant to the pronouncement of the Court dated 18 September 1959.

(e) *Loading of Golden Bay*—1. The loading gang shall consist of six men made up as follows:

Two on board the *Golden Bay*
Two at wharf end of air slide
Two at silos

2. The loading shall continue during the rest period and men shall have their "rest break" in relays.

3. When it is necessary to work continuously through the meal hours the men employed in the loading shall have their meals in relays of half an hour, and shall be paid for the full hour at double time rates.

4. *Hours of Work*—

7 a.m. – 10 p.m.	.....	Monday to Friday
7 a.m. – 6 p.m.	.....	Saturday

If at any time due to unforeseen circumstances due to weather or tides it becomes necessary to load outside the prescribed hours the particular case will be discussed between the company and the union representatives.

5. When working outside of ordinary hours, the minimum payments as prescribed in clauses 4 (a), 4 (b), and 13 (b) of the existing agreement shall be paid.

6. Men clearing in the machinery compartment of *Golden Bay* shall be paid the rate prescribed in clause 3 (a) of the existing agreement for operating the air slide.

Overtime

4. (a) Except as otherwise provided herein and except on Saturday mornings all overtime worked on any one 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. Men will not be asked to work continually for 16 hours or more unless absolutely necessary; they shall not be required to perform any work at ordinary rates until eight hours have elapsed from the time of ceasing overtime.

(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 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 basin, raw meal silos, or cleaning the drain under kiln platform, shall be paid at double time rates while so employed.

(b) Rock-drillers shall be paid an additional payment of 6s. per week as height money.

(c) Any man in charge of three or more men, and responsible for their work, shall be deemed to be in charge of a "gang", and shall receive 3s. 3d. per day extra. This does not apply to tradesmen in charge of their labourers except in agreed cases.

(d) Workers with quarryman's certificate shall be paid 2s. per day extra.

(e) Sevenpence per hour extra shall be paid to men employed on the following:

Shovelling clinker under coolers.

Clearing clinker elevator chute.

Clearing combustion chambers and bottom of kiln stacks.

Suspended on ropes over quarry.

(f) Dirt money of 2s. 10d. plus 7d. per hour extra over and above the ordinary rate will be paid on cleaning and repairing the following:

Coal grinding mills

Coal drier flues

Coal drier

Kiln flues

Kiln rollers

Elevators

Mechanical shovels

Bulldozers

Repairing—

Coal screen

Fluxo and bagging shed machinery

and carpenters engaged on repairs and patch work in the bagging shed.

(g) *Confined Space*—Definition: 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.

1. Sevenpence per hour extra will be paid for confined space work on:

Kiln coolers

Cement mills

Coal drier

Raw mills

Berz mills

Coal mills

Precipitator casings

2. Double rates computed on the ordinary rate of pay shall be paid to any worker required to work in any compartment or confined space where the heat exceeds 110°F (temperature to be checked by a foreman). Not less than two men shall be so employed.

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

This clause shall not apply to kiln burners or kiln greasers while engaged operating the kiln.

3. Time and a half rates computed on the ordinary rate of pay shall be paid to any worker welding or burning in a confined space where it is not practicable to provide adequate ventilation and suction and induction fans shall be made available.

5. (h) Men employed on oxy-acetylene or electric welding and cutting (except on spot or butt welding machines) for less than three hours in a day, shall be paid 1s. 9d. per day extra; for more than three hours in a day 2s. 4d. extra per day.

(i) If men are called out to work in continuation of a job in the factory at 6 p.m. or after they shall be paid from 6 p.m. a minimum of four hours. If men are specially called out after 5 p.m. to work in the factory after 6 p.m. they shall be paid from 6 p.m. a minimum of four hours.

(j) When an employee is called out for special work and uses his own transport, (other transport not being available), he shall be paid 8d. per mile.

(k) In lieu of providing overalls all employees covered by this agreement shall be paid a clothing allowance of 1½d. per hour.

(l) The bagging shed gang shall receive 4d. per hour above the rates specified in clause 13 (a): the worker engaged in cleaning up broken bags shall be deemed to be working in the bagging shed gang for the purpose of this payment.

(m) Men wearing gum boots by the direction of the employer shall be paid an allowance of 2d. per hour.

(n) 1. The following extra payments shall be made where the work being carried out involves the risk of a fall between:

	Per Hour
	d.
35 ft and 70 ft	2¼
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.

2. 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 6d. per hour in addition to their hourly rate of wages, while so employed.

3. The two workers required to operate and rig the Spider staging shall be paid 9d. per hour in addition to their hourly rate of wages while so employed.

(o) Workers 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.

(p) *Wet Money*—When the employer requires a worker to work in rain he shall pay him an allowance at the rate of 1s. per hour while so employed. This does not apply to shiftmen or quarryworkers who are engaged on their normal work.

(q) *Tools*—Allowances shall be paid as under to tradesmen who provide themselves with tools reasonably suitable for the work they are required to perform; fitters, electricians and the mechanic in charge of the garage at the rate of 10d., carpenters and if paperhanger required, at the rate of 1s. 4d. and plumbers at the rate of 4d. per day.

(r) Workers required for creosoting or handling newly painted roofing iron shall be paid 3½d. per hour in addition to their ordinary rate of wages while so employed.

(s) 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 provisions which are applicable to the conditions under which a worker is employed he shall be paid the higher rate of the two.

Special Conditions

6. (a) Any worker transferred temporarily from his usual employment shall not have his hourly rate of wages reduced by such transfer; such transfer shall be considered permanent after a period of four 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 watchmen to work as required on "good house-keeping" duties.

(b) Men called out for break-downs between midnight and 4 a.m. shall be paid double time until a break of eight hours, if they continue to work on the breakdown after 8 a.m.

(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 to come out at 4 p.m. they shall receive four hours pay on account of this call.

(e) When day workers are called out for work between midnight and 7 a.m. they shall be paid a minimum of four hours at double their ordinary rates and shall be provided with a crib allowance of 4s. 6d. as specified in clause 13 "Shipping".

(f) Any 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 unless previously notified by the employer's foreman.

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

(h) If it be wet weather when time to leave home to commence work, workers engaged to work in the open will not be expected at the works while the rain continues.

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

Working in Bins and Silos

7. (a) No one man shall be allowed to enter a bin or slurry-silos unless another man is present. Suitable waist-ropes shall be provided by the employer. In the case of slurry-silos and agitator pit, gum boots shall be provided.

(b) When men are employed in the dry coal bin or ground coal bin or in cement silos they shall be provided with respirators, and two additional men shall be in attendance. When men are working in a bin the feeder of the bin must be stopped.

Bagging Shed

8. (a) Men employed on bagging machines shall be supplied with respirators when required and shall not be called upon to work for more than one hour at a time at this work, after which they shall be allowed an interval of one hour at other employment.

(b) When packing cement on the floor or shipping off the floor at a rate exceeding 10 tons per hour six men shall constitute a gang; for lesser rates four men shall constitute a gang.

(c) Cement duster is to be cleaned every two hours and all suction is to be turned on to bagging machines when working.

(d) When pumping from bagging shed to bulk silos on the hill during afternoon or night shifts two men shall be employed.

Holidays

9. (a) The following holidays shall be allowed and paid for:

Christmas Day	Anzac Day
Boxing Day	Birthday of the reigning Sovereign
New Year's Day	Labour Day
Good Friday	Anniversary Day
Easter Monday	

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.

Annual Holidays

10. (a) All workers shall be allowed annual holidays in accordance with the Annual Holidays Act 1944 and amendments; provided that after six years service an additional day's holiday per annum will be granted each worker until the total annual holiday period is three weeks and provided also that shift workers after each complete 12 months of service shall be allowed a holiday of three clear weeks (15 working days) in place of two weeks. For day workers each weeks holiday shall consist of five working days plus one weekend.

Meals

11. (a) The breakfast hour shall be from 7 a.m. to 8 a.m., dinner 12 noon to 1 p.m., tea 5 p.m. to 6 p.m., and supper 10 p.m. to 10.30 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 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) By mutual agreement between the company and the union the meal-hour can at any time be reduced to half an hour.

(d) 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.

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

(f) Boiling water shall be available for meals at all times.

Accommodation and Welfare Provisions

12. (a) The employer shall provide facilities to enable workers to change and dry their clothes. Two showerbaths and three wash-basins shall be also 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 each quarry and one in the vicinity of the machine shop.

(c) All accommodation buildings shall be efficiently lighted, cleaned and ventilated in accordance with the Factories Act. 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 or wilfully or negligently damage any amenities or facilities provided for the use of workers.

(d) All motors shall be inspected daily.

(e) Where necessary, goggles and respirators shall be supplied on request to workers when working in dust.

(f) When workers are employed in repairing coal screen, fluxo and bagging shed, they shall be allowed one half-hour for bathing purposes within the eight hours, such half-hour to commence immediately after the men cease performing the above work. Subject to the approval of the management washing-time shall be also allowed in the following: working in cement mill, raw mill, fluxo, blowing out motors, cement bins, machinery under silos, top end kiln and shovelling half burnt: Provided the foregoing shall not apply to work done on the hammer mill.

Shipping

13. (a) Men employed on the following work: driving hauler, cement silos, shunting and loading trucks at shed or wharf, on vessels, or at any work connected with shipping shall, except as hereinafter provided be paid at the rate of (see also clause 2 (e)):

		Per Hour	
		s.	d.
Monday to Friday:			
8 a.m. to 5 p.m.	.....	6	8 $\frac{3}{4}$
6 p.m. to 10 p.m.	.....	10	1 $\frac{1}{4}$
10 p.m. to 7 a.m.	.....	13	5 $\frac{1}{2}$
and for Saturdays:			
Midnight to 7 a.m.	.....	13	5 $\frac{1}{2}$
8 a.m. to 12 noon	.....	10	1 $\frac{1}{4}$
After noon	.....	13	5 $\frac{1}{2}$

The above hourly rates are to be amended if and when the watersiders' hourly rates are amended.

(b) Men called out to work after the ordinary hours shall be entitled to payment for the following minima:

- From 6 p.m. Monday to Friday, four hours
- From 8 a.m. Saturday, four hours
- From 1 p.m. Saturday, four hours

(c) Except as otherwise stated in this clause the normal hours of work shall be between 8 a.m. and 10 p.m. Monday to Friday inclusive, and 8 a.m. to 5 p.m. Saturdays with right to work until 1 p.m. and 6 p.m. respectively, to complete loading or unloading a vessel (provided the amount of cement to be loaded is specified at 1 p.m.).

Provided always that a collier due to arrive between midnight and 7 a.m. shall, if so required, be worked on arrival; to be agreed between management and the union representatives beforehand.

(d) Should workers be ordered to work and report for same and should the vessel fail to arrive the appropriate minima as provided in clause (b) hereof shall be paid and the men shall not be called upon to do any other work except as is connected with the incoming vessel. This shall apply to men called for work either aboard or ashore.

(e) *Heat Money for Stacking Cement*—Workers employed stacking cement in holds of ships or on flat decked scows shall be paid as follows:

1. When the cement is 98 degrees Fahrenheit to 110 degrees Fahrenheit the sum of: 7d. per hour extra shall be paid.
2. When the cement is 111 degrees Fahrenheit to 120 degrees Fahrenheit the sum of: 8d. per hour extra shall be paid.
3. When the cement is 121 degrees Fahrenheit to 130 degrees Fahrenheit the sum of: 9d. per hour extra shall be paid.
4. When the cement is 131 degrees Fahrenheit to 140 degrees Fahrenheit the sum of: 10d. per hour extra shall be paid.
5. When the cement is 141 degrees Fahrenheit to 150 degrees Fahrenheit the sum of: 1s. per hour extra shall be paid.

(f) In loading cement, and unloading coal and gypsum six men shall be the minimum to constitute a gang with grabs and four men when using baskets. Extra men shall be provided when it is considered necessary. This to be decided between the union and the company.

When the number of men employed on any ship's gang is in dispute and no agreement is arrived at the matter shall be referred—without any intermission of work—to the disputes committee as provided in clause 16.

(g) In all cases men shall be called for the time they are required to start work.

(h) No shipping will be worked during the dinner hour (noon to 1 p.m.) on the first Wednesday of each month; this is the union monthly meeting time.

(i) A crib allowance of 4s. 6d. will be paid when work is carried on to 10.30 p.m.

(j) All men engaged in unloading coal or gypsum shall be paid 10d. per hour while so employed.

Workers to be Members of Union

14. (a) 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 or who is not for the time being a member of a trade union which was registered as such before the 1st day of May 1936, and which is bound by this agreement; Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this agreement during any time while there is no member of a union bound by this agreement who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purpose of subclause (a) of this clause a person of the age of 18 years and 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.

(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

15. (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.

Disputes Committee

16. (a) 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 executive of the union. 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 fourteen days' notice to the other party of their intention to so refer the dispute.

First-aid Outfit

17. A modern first-aid outfit (St. John or similar) fully equipped including stretcher, shall be kept in a convenient and accessible place.

Scope of Agreement

18. This agreement shall apply to the Golden Bay Cement Works Employees' Industrial Union of Workers and the Golden Bay Cement Co. Ltd. Tarakohe.

Term of Agreement

19. This agreement shall be deemed to have come into force on the 18th day of January 1960, and shall continue in force until the 18th day of January 1961.

On behalf of the Golden Bay Cement Co. Ltd.:

R. S. HAILE.
A. TAYLOR.

Witnessed by—B. I. Reilly, Clerk, Tarakohe.

On behalf of the Golden Bay Cement Works Employees' Industrial Union of Workers:

S. SMALL, President.
A. REES, Secretary.
J. CARMINE, Vice-President.

Witnessed by—B. I. Reilly, Clerk, Tarakohe.
