

**GUARDIAN CEMENT CO. LTD. FACTORY ENGINEERS, ELECTRICAL WORKERS,  
TRADESMEN AND THEIR ASSISTANTS—AWARD**

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 New Zealand Engineering, Coach-building, Aircraft and Related Trades Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned company (hereinafter called “the employers”):

Guardian Cement Co. Ltd., 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 17th 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 7.30 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 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 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.

(g) Day workers may be employed on shifts, such change of employment to be notified by 4 p.m. of 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 1, but if required to work for more than three consecutive working days he 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 hours 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 Wages

	Per Week			Per Hour	
	£	s.	d.	s.	d.
3. (a) Tradesmen holding Advanced Trade Certificate .....	17	1	8	8	6 $\frac{1}{4}$
Tradesmen holding Trade Certificate .....	16	7	6	8	2 $\frac{1}{4}$
Tradesmen not specified (fitters, turners, blacksmiths, welders, electricians) .....	16	0	10	8	0 $\frac{1}{4}$
Tool bay attendants .....	16	0	10	8	0 $\frac{1}{4}$
Shift fitters .....	16	0	10	8	0 $\frac{1}{4}$
Shift electricians .....	16	0	10	8	0 $\frac{1}{4}$
Tradesmen's mates .....	14	10	0	7	3

Workers may be employed for a period not exceeding one month on an hourly wage.

(A tradesman's mate is a worker with not less than three months' experience as a tradesman's assistant, who is directed to regularly assist a tradesman in his normal duties and who uses such tools of trade as the tradesman directs.)

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

	Per Week			Per Hour	
	£	s.	d.	s.	d.
17 to 18 years of age .....	6	19	2	3	5 $\frac{3}{4}$
18 to 19 years of age .....	8	10	10	4	3 $\frac{1}{4}$
19 to 20 years of age .....	9	7	6	4	8 $\frac{1}{4}$
20 to 21 years of age .....	10	5	0	5	1 $\frac{1}{2}$

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.

Apprentices are subject to special contract.

(c) Wages shall be paid weekly and in the employer's time. When a holiday falls on a Friday wages shall be paid not later than Wednesday.

### *Overtime*

4. (a) 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.

(b) In the case of shift workers overtime shall only be payable after eight hours and shall then be paid for at the rate of time and a half for the first three hours and double time thereafter: Provided that overtime shall not be payable when the overtime arises from arrangements made between the workers themselves.

(c) 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.

(d) *Sundays*—All work done on Sundays shall be paid for at double time rates. A minimum of four hours shall cover all calls back before noon and a similar minimum after that hour. Provided that in the case of Sunday work arranged not later than the preceding Friday the minimum shall be two hours.

(e) 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, inside mechanical dust filters, inside cement cooler or in charged compartments of coal mill shall be paid his ordinary rate extra while so employed.

(b) Any worker, 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.

(c) (i) Workers cleaning and repairing coal mill, excavators, bulldozers if not previously cleaned, kiln flues, Fluxo packer, or steam cleaning or sand blasting shall be paid 6d. per hour extra over and above the normal rate, plus 2s. 6d. dirt money per day while so employed.

(ii) Workers employed on drag chains underground while kiln burning shall be paid half ordinary rate extra while so employed.

(d) Any worker required to work in any compartment or confined space where the heat exceeds 110° 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° Fahrenheit or over.

“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.

(e) 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.

(f) 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.

(g) (i) Men 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 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.

(h) If men are called out to work outside their normal hours they shall be paid a minimum of two hours at overtime rates, calculated from the time of leaving home to the time of returning to home.

(i) 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.

(j) The employer is not called upon to provide overalls or other articles of clothing. In lieu thereof a clothing allowance is payable to employees covered by this agreement at the rate of 1½d. per hour.

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

	Per Hour
20 ft and 50 ft	3¼d.
50 ft and 75 ft	4½d.
75 ft and 140 ft	5½d.
140 ft and 170 ft	9¼d.

This paragraph shall not apply to workers engaged in the production and whose duties normally 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.

(l) *Wet Money*—When the employer requires a worker to work in the open in heavy rain he shall pay him at the discretion of the supervisor one half additional ordinary rates while so employed.

(m) *Tools*—All tools shall be supplied by the employer. Where the tradesmen are obliged to use their own tools, at the direction of the employer, a tool allowance of 1½d. per hour shall be paid.

### *Special Conditions*

6. (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 called out for break-downs between midnight and 6 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 one day's previous notice shall be given, except in emergencies.

(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 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.

(f) 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.

(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*

7. (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.

(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*

8. Men employed on the Fluxo packer when packing 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 employed on other duties in the packing plant for not less than one hour.

#### *Holidays*

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

Where the industry award provides for the allowing of a holiday or the payment of penal rates in respect of 2 January, workers under this award shall be entitled to similar conditions.

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

#### *Meals*

11. (a) The dinner interval shall be from 12 noon to 12.30 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 four and a half hours without a break for a meal, and shift workers shall be allowed sufficient time during the first four and a half hours of a shift to have a meal while the machinery is running. Machinery attendants, as for instance shift fitters, 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, and after two hours during overtime, provided that such overtime will extend over at least three hours.

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

#### *Accommodation and Welfare Provisions*

12. (a) The employer shall provide suitable facilities to enable workers to change and dry their clothes. Showerbaths and a suitable number of wash basins shall also be provided, with hot and cold water available at all times.

(b) Suitable mess rooms shall be provided for the use of the men, one in the quarry area, one at the packing plant and one in the vicinity of the workshop.

(c) The workers shall assist the management in keeping the accommodation provided in a clean state, and it shall be a breach of this award for any worker to misuse, abuse or wilfully or negligently damage any amenities or facilities provided for the use of workers. Such defaulters shall be liable to summary dismissal.

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

(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.

#### *Unqualified Preference*

13. (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.)

#### *Disputes Committee*

14. The essence of this award 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 award or connected therewith, every such dispute or difference, as the same shall arise, shall be dealt with by the manager of the works and the president and secretary or two members of the union, viz., a shop steward and the secretary. If they fail to arrive at any agreement, the matter shall be referred to a committee composed of three representatives of the employers and three representatives of the union with an independent chairman for a decision. The decision of the majority of the committee shall be binding, and if no decision is arrived at either party may refer the dispute to the Court for settlement upon giving 14 days' notice to the other party of their intention to so refer the dispute.

#### *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 quarry, packing plant and factory proper.

#### *Notification*

16. Within one month after the date of coming into operation of this award the employer shall, if requested by the secretary of the union, either supply him with a list of all those workers in his employ covered by this award or provide facilities for the secretary to obtain this list. Thereafter, but not more frequently than once in every three months, the employer shall, if required by the secretary of the union, supply a list of employees engaged since the last list was supplied.

#### *Application of Award*

17. This award shall apply to the tradesmen, tradesmen's mates, tool bay attendants and youths employed by the Guardian Cement Co. Ltd., and for whom provision is made in clause 3 hereof.

#### *Scope of Award*

18. This award shall apply only to the union and employer named 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 5th 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 17th 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 13 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.

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