

CANTERBURY **LIME-WORKERS.**—AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Canterbury Builders' and General Labourers' and Related Workers' Industrial Union of Workers (hereinafter called "the union") and the under-mentioned persons, firms, and companies (hereinafter called "the employers") :—

Amberley Lime Co., Ltd., care of C. A. Wornall,  
Amberley.

Cheviot Lime Co., Cheviot.

Glenbourne Lime-works, Waiau.

Gore Bay Lime-works, Gore Bay.

J. H. Smellie, Albury.

Mount Somers Lime-works, Mount Somers.

Timaru Lime Co., Ltd., 243 Stafford Street, Timaru.

Waikari Lime Co., Ltd., Waikari.

Whiterock Lime Co., Rangiora.

Winchester Lime Co., Ltd., Winchester.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, 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 from the 14th day of April, 1938, and shall continue in force until the 14th day of April, 1939, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

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 11th day of April, 1938.

[L.S.]

P. J. O'REGAN, Judge.

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#### SCHEDULE.

##### *Industry to which Award applies.*

1. This award shall apply to workers other than the manager or foreman employed by persons, firms, or companies engaged in the production of burnt or crushed lime.

*Hours of Work.*

2. (a) For workers employed on work incidental to or connected with the manufacture of burnt lime, the ordinary hours of work shall be forty-four per week, not more than eight hours per day, to be worked from Monday to Friday, both days inclusive, and four hours on Saturday.

(b) For workers employed on work incidental to or connected with the manufacture of carbonate of lime, or of shell lime, the ordinary hours of work shall be as follows:—

- (i) During the busy six months of the year forty-four hours per week, not more than eight hours per day, to be worked from Monday to Friday, both days inclusive, and four hours on Saturday.
- (ii) During the remaining six months of the year forty hours per week, not more than eight hours per day, to be worked from Monday to Friday, both days inclusive.

(c) The employer of workers coming under subclause (b) (i) of this clause shall notify the District Inspector of Awards, before commencing to work the forty-four hour week, the period selected during which such hours are to be worked.

(d) Shifts may be worked where necessary, and in such cases shifts shall consist of not more than eight hours, including crib-time, which shall be paid for. The crib-time shall be thirty minutes, unless otherwise mutually agreed upon.

*Wages.*

3. (a) The following minimum rates of wages shall be paid for the time workers are employed at the undermentioned classes of work:—

	Per Hour.	
	s.	d.
Certificated shot-firers .. .. .	2	7
Uncertificated shot-firers .. .. .	2	6
Burners in sole charge .. .. .	2	6
Sorters .. .. .	2	5
Spallers .. .. .	2	5
Drillmen .. .. .	2	5
Digger drivers after six months' experience	2	5
Drawers .. .. .	2	4½
Feeders to crusher (if working in an enclosed space) .. .. .	2	4½
Baggers .. .. .	2	4½
Quarrymen .. .. .	2	4
All other workers .. .. .	2	4

(b) Men on afternoon or night shift shall be paid 1s. per shift extra.

*Employment of Youths.*

4. Youths may be employed on light duties in and around the works. The terms and conditions of employment (including the proportion of youths to adults that may be employed) shall be arranged between the particular employer concerned and the union.

*Overtime.*

5. (a) All time worked on any one day in excess of the hours mentioned in clause 2 hereof shall be overtime and shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b) No worker shall be required to work more than five hours continuously without being allowed reasonable time for a meal, or if such time is not granted, a meal allowance of 1s. 6d.

*Holidays.*

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

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

(c) For work done on any Sunday payment shall be made at double time rates.

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

*Payment of Wages.*

7. Wages shall be paid weekly or fortnightly in cash, and when not paid in the employer's time waiting-time exceeding fifteen minutes shall be paid for at overtime rates, except that this latter contingency shall not apply in the case of termination of employment.

*Termination of Engagement.*

8. The employer shall give a worker one hour's notice, or one hour's pay in lieu of notice, prior to his dismissal. Each worker shall give his employer one hour's notice that he is about to leave his employment, or shall forfeit in lieu thereof one hour's pay, to be deducted from the wages due to him. In the event of any worker being dismissed, all wages due to him shall, immediately on application at the chief office, be paid to him by his employer, and if not so paid all waiting-time shall be paid for at overtime rates.

*General Provisions.*

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

(b) Employers shall provide accommodation to enable workers to change and dry their clothes, also proper sanitary arrangements and bathroom.

(c) Employers shall provide a supply of fresh water for washing and drinking purposes, and facilities shall be provided for boiling water for meals.

(d) Where workers are required by the employer to live on the job, hutments shall be provided for all workers, and shall contain floor-space of not less than 10 ft. by 12 ft. for two men, and not less than 8 ft. by 10 ft. for one man, or similar to those at present in use. All bunks shall be built on the floor.

(e) Where necessary, respirators and/or goggles and/or aprons shall be supplied to men working in lime.

*Matters not provided for.*

10. Any dispute in connection with any matter not provided for in this award shall be settled between the employer's representative and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner for the district, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Conciliation Commissioner, may appeal to the Court upon giving notice of such appeal to the other party within fourteen days after such decision shall have been communicated to the party desiring to appeal.

*Workers to be Members of Union.*

11. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award 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 award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or 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 award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

*Under-rate Workers.*

12. (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 fourteen 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.

*Extension of Hours under Factories Act.*

13. Pursuant to the provisions of section 3 of the Factories Amendment Act, 1936, the limits of hours fixed by subsection (1) of that section are hereby extended upon the terms of this award in respect of every occupier of a factory bound or to be bound by such award.

*Application of Award.*

14. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial district to which this award relates.

*Scope of Award.*

15. This award shall operate throughout the Canterbury Industrial District.

*Term of Award.*

16. This award shall come into force on the 14th day of April, 1938, and shall continue in force until the 14th day of April, 1939.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 11th day of April, 1938.

[L.S.]

\_\_\_\_ P. J. O'REGAN, Judge.

MEMORANDUM.

The only matter in dispute related to the under-rate workers' clause. In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council.

P. J. O'REGAN, Judge.

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