

NORTHERN, TARANAKI, WELLINGTON, NELSON, WESTLAND,
AND CANTERBURY **LIME-WORKERS**.—AWARD.

[*Filed in the Office of the Clerk of Awards, Wellington.*]

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Nelson, Westland, and Canterbury Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the New Zealand Federated Labourers and Related Trades' Industrial Association of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

NORTHERN INDUSTRIAL DISTRICT.

Braz and Co., Queen Street, Onehunga, Auckland.
 Craig, J. J., Ltd., Queen Street, Auckland.
 Kopu Calcined Shell Lime Co., Ltd., Shortland Street, Auckland.
 Miranda Shell Lime Development, Ltd., 10 Quay Street, Auckland.
 Agricultural Lime Co., Te Kuiti.
 Blackman, A., Te Kuiti.
 Hangatiki Lime Co., Te Kuiti.
 Laurie, G., Te Kuiti.
 Nord Lime Co., Te Kuiti.
 Superfine Co., Te Kuiti.
 Waitomo Lime Co., Te Kuiti.
 Wilson's Lime Co., Te Kuiti.
 Wood, R., Te Kuiti.
 Worth's Lime Co., Te Kuiti.

TARANAKI INDUSTRIAL DISTRICT.

Lime Sales and Distribution, Ltd., Stratford (Head Office; D.I.C. Building, Wellington).
 Waitotara Lime Co., Ltd., Stratford.

WELLINGTON INDUSTRIAL DISTRICT.

Amners Lime Co. (1934), Ltd., Napier.
 Farmers' Mauriceville Lime Co., Ltd., Mauriceville.
 Hatuma Lime Co., Ltd., Hatuma.
 Lime Hydraters, Ltd., Hastings.
 Lime Sales and Distribution, Ltd., Mangamutu.
 Onga-Tiko Lime Co., Ltd., Waipawa.
 Pakipaki Lime Co., Pakipaki, Hastings.
 Waitotara Lime Co., Ltd., Waitotara, Wanganui.
 New Zealand Lime Manufacturers' Association, Kelvin Chambers, Wellington.
 Gorge Lime Co., care of K. Glendinning, 27 Rangitikei Street, Palmerston North.

NELSON INDUSTRIAL DISTRICT.

Ellis, Thomas H., Motupipi, Takaka.
 Hedley, Vicars Irvine, Central Takaka.
 Lowry, W. L., Stoke.
 McKee's Lime-works (A. McKee), Tasman.
 Motueka Lime-works, Motueka.
 Nelson Farmers' Union Lime Co., Kaka, Nelson.
 Nelson Lime-works (W. L. Lowry), Port Nelson.
 Newport, W. J., Uruwhenui, Takaka.

CANTERBURY INDUSTRIAL DISTRICT.

Amberley Lime Co., care of C. A. Wornall, Amberley.
 Cheviot Lime Co., Cheviot.
 Glenbourne Lime Co., Waiau.
 Gore Lime-works, Gore Bay.
 Smellie, J. H., 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., Winchester.

WESTLAND INDUSTRIAL DISTRICT.

Ross Lime Co., Ross, Westland.

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 from the 6th day of May, 1940, and shall continue in force until the 6th day of May, 1941, 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 1st day of May, 1940.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Application of Award.

1. This award shall apply to the workers employed by persons, firms, or companies engaged in the production or manufacture of lime and lime products, but shall not apply to foremen or managers not performing manual work under this award.

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-hours' week, the period selected during which such hours are to be worked.

Wages.

3. (a) The following shall be the minimum rates of wages:—

	Per Hour.	
	s.	d.
York kilns—		
All burners and drawers on York kilns	2	7½
Other kilns—		
Burners in sole charge	2	7½
All other burners and drawers	2	5½
Shot-firers	2	6
Drillers	2	6
Tool-sharpeners	2	6
Truckers	2	5
Crusher-feeders	2	5
Baggers	2	5
Sewers	2	5
Driers	2	5
Mechanical-shovel drivers	2	7
All other workers employed inside the mill or factory	2	5
All other workers employed outside the mill or factory	2	4
Foremen, 1s. 6d. per day extra.		

Workers employed unloading and trimming coal shall be paid 1d. per hour extra.

(b) Men driving horses or vehicles in connection with the operation of the works shall be paid the rates of wages prescribed in the Drivers' award for such work whilst so employed, provided that not less than the minimum wages payable under this award are paid to such workers.

Overtime.

4. (a) All time worked outside or in excess of the hours specified in clause 2 hereof shall count as overtime, and shall be paid for as follows:—

When a forty-four-hour week is being worked: Time and a half for the first three hours and double time thereafter.

When a forty-hour week is being worked: Time and a half for the first four hours and double time thereafter.

(b) Overtime shall be calculated daily.

Shifts.

5. (a) Shifts may be worked where necessary, and in such cases shifts shall consist of not more than eight hours, including crib-time.

(b) For the purpose 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 shift. Work shall not be deemed to be shift-work unless shifts are worked on four or more consecutive working-days.

(c) Men on afternoon or night shift shall be paid 1s. 6d. per shift extra.

Payment of Wages.

6. Except where otherwise mutually arranged, wages shall be paid in full, weekly, and in cash, in working-hours.

Contract Work.

7. Where any work covered by this award is carried on by contract, the contractor or contractors shall be bound by this award.

Holidays.

8. (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.

Termination of Employment.

9. Not less than one hour's notice shall be given by either party of the termination of the employment. Nothing in this clause shall prevent the employer from summarily dismissing any worker for serious misconduct. In the event of any worker being dismissed, all wages due to him shall be paid immediately. Any worker leaving his employment shall, on request, be paid the wages due to him within twenty-four hours.

Tools.

10. All tools shall be supplied by the employer.

First Aid.

11. Fully equipped first-aid outfits shall be kept in convenient and accessible places.

Accommodation and Water.

12. Each employer shall provide, where reasonably necessary, 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-house. The employer shall also provide proper sanitary accommodation for the workers and shall be responsible for such accommodation being kept reasonably clean. The employer shall make provision for boiling water for meals.

General Provisions.

13. (a) Goggles and/or respirators shall, on request, be supplied to workers requiring same.

(b) Aprons shall be supplied to workers inside the factory the nature of whose employment necessitates the use of them.

(c) 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.

Disputes.

14. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

Workers to be Members of Union.

15. (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.

16. (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.

Application of Award.

17. 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 districts to which this award relates.

Scope of Award.

18. This award shall operate throughout the Northern, Taranaki, Wellington, Nelson, Westland, and Canterbury Industrial Districts.

Term of Award.

19. This award shall come into force on the 6th day of May, 1940, and shall continue in force until the 6th day of May, 1941.

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 1st day of May, 1940.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

The questions referred to the Court and which have been settled by it related to hours of work, wages, overtime, shift-work, holidays, termination of employment, accommodation, provision of aprons, and term of award.

This is the first award in the industry which covers a number of districts. Certain wage adjustments have consequently been necessary, and in fixing the scale special consideration has been given to those workers who are regularly employed under unpleasant conditions in the mills or factories.

A. TYNDALL, Judge.