

OTAGO AND SOUTHLAND **LIME-WORKERS**.—AWARD

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Otago and Southland Lime and Cement Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies, (hereinafter called "the employers") :—

Balfour Lime Co., Ltd., 20 Crawford Street, Dunedin.

Browns Lime Co., Ltd., P.O. Box 75, Invercargill.

Clifden Lime Co., Ltd., 47 Esk Street, Invercargill.

Dipton Lime-works, Dipton, Southland.

Docherty's Lime Co., Ltd., Centre Bush, Lime Hills.

Fulton, Hogan, Ltd., A.M.P. Buildings, Princes Street, Dunedin.

McDonald's Oamaru Lime Co., Ltd., 154 Thames Street, Oamaru.

Milburn Lime and Cement Co., Ltd., 59 Crawford Street, Dunedin.

Taylor, W. J., Lime-works, Weston, Oamaru.

Ward, J. G., and Co., Ltd., Lime Hills, Southland.

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 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939, 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 17th day of May, 1949, 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 10th day of June, 1948.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to which Award applies

1. This award shall apply to the production and/or manufacture of lime.

Hours of Work

2. (a) The ordinary hours of work shall not exceed forty per week nor eight per day, and shall be worked on the five days of the week, Monday to Friday inclusive, between the hours of 7.30 a.m. and 5 p.m.

(b) Not less than three-quarters of an hour shall be allowed for the midday meal; but this may be varied by mutual agreement of the parties.

(c) (i) Shifts may be worked where necessary. Except in the case of Monday mornings, when four-hour shifts may be worked, shifts shall consist of eight hours, including half an hour crib-time. Neither the eight-hour shifts nor the four-hour shifts shall be broken.

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

(iii) Men on afternoon or night shift shall be paid 2s. 6d. per shift extra. This allowance shall be payable in respect of any shift the whole period of which does not fall between

the hours of 7.30 a.m. and 5 p.m. In the case of kilns in which a night shift only is worked, an extra 6d. per shift in addition to the 2s. 6d. prescribed above shall be paid.

Sunday Work

3. Sunday work shall be optional. Any work done on Sundays shall be paid for at double ordinary rates.

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: time and a half for the first four hours and double time thereafter.

(b) Overtime shall be calculated daily.

(c) No worker shall be required to work more than five hours continuously without being allowed time for a meal or a meal allowance of 2s.: Provided that if men are required to work overtime continuously for more than two hours at other than shift-work they shall be allowed half an hour for a meal and a meal allowance of 2s.

Holidays

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

(b) 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.

(c) 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. Any worker employed within fourteen days prior to the said holiday shall be entitled to such payment for the said holiday.

(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 (c) hereof.

(e) All workers shall, on completion of each year of service, be entitled to an annual holiday of two weeks on full pay. Workers with less than one year's service shall be entitled to a proportionate allowance in lieu of holiday on completion of service.

Wages

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

	Per Hour.	
	s.	d.
Drillman with explosive permit ..	3	7½
Drill assistant with explosive permit ..	3	4¾
Drillmen	3	3¾
Petrol- and Diesel-loco drivers ..	3	4¾
Feeders to crushers and mills ..	3	3½
Feeders to burnt-lime mill ..	3	3½
Rotary-kiln burners	3	5¼
Drawers from rotary kiln ..	3	3¾
Lime-drier firemen	3	3¾
Coal-drier firemen	3	4¾
Burners and drawers	3	3¾
Lime-classers	3	3½
Baggers while so employed ..	3	3¾
Spallers	3	3½
Steam and Diesel-digger drivers ..	3	7½
Men working hydrator	3	3¾
Platelayer employed by Milburn Lime and Cement Co., Ltd.	3	3¾
All other workers	3	3

If an unspecified worker is employed for three or more hours on any day at any of the classified operations, he shall be paid for all time worked on such day at the rate prescribed for such classified operation.

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

General Provisions

7. (a) When required, respirators, aprons, and goggles shall be supplied to men working on lime. Gum boots shall be supplied to men working in wet places.

(b) Ten minutes shall be allowed to workers for "smoke-oh" morning and afternoon.

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

(d) Except where otherwise mutually arranged, wages shall be paid fortnightly and during working-hours.

(e) Proper sanitary conveniences, including an adequate supply of fresh water, and accommodation for men living on the works, shall be provided at all lime-workings throughout the Otago and Southland District, and it shall be the duty of the check inspector to assist the works-manager in seeing that employees using such sanitary conveniences do so in a proper and a careful manner.

(f) Each employer shall provide 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-room. An adequate supply of water shall be available at all times. The employer shall make provision for the supply of boiling water at meal-times.

(g) 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.

Contract Work

8. Where the operation of any works covered by this award is carried on by contract, the contractor or contractors shall pay the wages and observe all the conditions of this award.

Piecework

9. Any worker or number of workers may agree with an employer to perform work on a tonnage or piecework basis: Provided that the terms of such agreement shall be lodged with the secretary of the union and with the local Inspector of Awards within fourteen days after such agreement is reached.

Check Inspectors and Committees

10. The union shall elect a check inspector and a committee of two at each lime-works in the industrial district; such check inspector and committee while so officiating must be in the employ of a party to this award. The duties of the committee shall be to assist the manager of the works to adjust any grievances or disputes that may arise. Any grievance or dispute that cannot be so settled shall be referred to a committee consisting of an executive officer of the union, the manager or officer of the company, and the Inspector of Awards at Dunedin, Invercargill, or Oamaru. In the event of the committee being unable to settle the matter, it may be referred to the Court by either party.

Effective Operation of Award

11. Every employer bound by this award shall permit the secretary of the union of workers to enter at all reasonable times (to be mutually arranged between the employer and the union) upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Workers to be Members of Union

12. (a) Subject to the provisions of subsection (5) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, 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.

(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.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union commits a breach of this award, and shall be liable accordingly.

(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

13. (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

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 Otago and Southland Industrial District.

Term of Award

16. This award, in so far as it relates to wages, shall be deemed to have come into force on the 17th day of May, 1948, and so far as all the other provisions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 17th day of May, 1949.

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 10th day of June, 1948.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award embodies the terms of settlement arrived at by the assessors in Conciliation Council. Wages have been made payable retrospectively, in accordance with the agreement of the parties.

The rates of remuneration prescribed in the award are *not* to be increased by the application of the provisions of the Court's general orders of 9th August, 1940, and 31st March, 1942.

A. TYNDALL, Judge.
