

NORTHERN INDUSTRIAL DISTRICT CHEMICAL FERTILISER WORKERS—AWARD

In the Court of Arbitration of New Zealand, Northern Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Northern Industrial District Chemical Fertiliser Workers' Industrial Union of Workers (hereinafter called "the union") and the under-mentioned companies (hereinafter called "the employers"):

Bay of Plenty Fertiliser Co. Ltd., Mount Maunganui.

Challenge Phosphate Co. Ltd., Auckland.

Kemphorne Prosser N.Z. Drug Co. Ltd., Auckland.

Kiwi Fertiliser Co. Ltd., Morrinsville.

N.Z. Farmers Fertiliser Co. Ltd., Auckland.

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 December 1960 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 12th day of April 1960.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applicable

1. The industry to which this award applies is the manufacture of manures and chemical fertilisers, mixing of different kinds and classes of such manures and fertilisers, the handling of the same in bulk and the manufacture and handling of chemicals used in the manufacture of fertilisers in the chemical fertiliser works of the parties hereto.

PART I—DAY WORKERS

Hours of Work

2. The ordinary hours of work shall not exceed 40 hours per week and eight hours per day to be worked from Monday to Friday, both days inclusive, between the hours of 7.30 a.m. and 5 p.m.

Meal Hours

3. (a) No worker shall be employed longer than four and a half hours without an interval for a meal.

(b) One hour shall be allowed for meals each day, but the interval may, by mutual agreement between the employer and the majority of the workers concerned, be less than one hour: Provided that the period agreed to shall not be less than half an hour.

(c) When any worker is required to work during all or part of his normal lunch break he shall be paid at the rate of time and a half for the period so worked, notwithstanding that he is subsequently allowed his lunch break.

Overtime

4. (a) All time worked outside of or in excess of the hours provided for in clause 2 hereof shall be considered overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter. Overtime shall be calculated on a daily basis.

(b) When workers are required to work overtime for more than one hour after the usual time for ceasing work or after 12 noon on Saturday and have not been notified the previous night, the employer shall provide a substantial meal consisting of at least bread, butter, meat, cheese, and tea, coffee, or cocoa, or pay each worker 5s. in lieu thereof.

(c) When a worker is called back to work overtime after he has left the employer's premises on ordinary days, a minimum of two hours' work at overtime rates shall be paid for, and if called back to work on Saturday, or Sunday, a minimum of four hours shall be paid for: Provided that such worker shall not have ceased work of his own accord before the expiration of the aforementioned minimum number of hours.

(d) If, after having completed his usual day's work, a worker is required to carry on for half an hour or less, he shall be paid for a full half hour's work at the appropriate overtime rate, and if such worker is required to carry on for more than half an hour, and up to one hour or less, he shall be paid for a full hour's work at the appropriate overtime rate: Provided that such worker shall not have ceased work of his own accord before the expiration of the aforementioned half hour or one hour as the case may be.

Sundays and Holidays

5. For work done on Sundays, New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day, double rates shall be paid in addition to any payment to which the worker is entitled under clause 15 hereof.

PART II—SHIFT WORKERS

Definitions

6. (a) In the dispatch department one shift of eight consecutive hours may be worked between the hours of 5 p.m. and 7.30 a.m.

(b) In the manufacturing department or in receiving raw materials two or three shifts of eight consecutive hours may be worked in any day.

(c) Shift work means work which is carried out by two or more successive relays or spells of workmen performing substantially the same work. Work shall not be deemed to be shift work unless shifts are worked on four or more consecutive working days or nights.

Hours of Work

7. (a) The ordinary hours of work shall not exceed five eight hour shifts to be worked between midnight Sunday-Monday and midnight Friday-Saturday.

(b) Workers employed on shift work shall change in turn, and no worker shall be retained on night shift for longer than one week and shall be employed on day shift for one week before again returning to night shift.

(c) Employers shall arrange shifts to suit the arrival of available public transport.

(d) Workers on broken shifts shall be reimbursed for any loss they may sustain in purchase of weekly bus or train tickets.

(e) Where a worker is required to work two shifts without a break of at least eight hours between such shifts, he shall be paid at overtime rates for the second shift.

Overtime

8. (a) Time worked in excess of eight hours on any day during the period midnight Sunday-Monday to midnight Friday-Saturday shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first three hours and thereafter double time.

(b) Shift workers shall not be paid overtime rates for overtime worked by agreement among themselves for the purpose of changing shifts.

(c) If a shift worker is called back to work during his rostered time off, he shall be paid for such additional work at the usual overtime rates.

(d) The employer shall either provide a suitable meal or pay a meal allowance of 5s. if a shift worker is required to continue working for more than one hour in excess of his current rostered shift; provided such worker has not been notified the previous day or earlier.

Saturdays, Sundays, and Holidays

9. Time worked on Saturday, or on Sunday, or on New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day or Boxing Day shall not be reckoned as ordinary time or as overtime but shall be paid for at the following special rates:

On Sundays, double time.

On any of the holidays mentioned, double time in addition to any other payment to which the worker is entitled under clause 15 hereof.

On Saturdays, time and a half for the first three hours and double time thereafter.

Shift Allowance

10. Any shift worker employed on a shift commencing or finishing outside normal hours, that is to say between 7.30 a.m. and 5 p.m., shall be paid a shift allowance of 4s. 3d. per shift in addition to his ordinary wages.

Crib Time

11. Shift workers shall be allowed 30 minutes' crib time in each shift to partake of a meal without deduction of pay: Provided always that the machinery shall be kept in motion when required.

PART III—ALL WORKERS

Wages

12. The minimum rates of wages shall be as follows:	Per Hour	
	s.	d.
(i) Workers operating bridge crane	6	7 $\frac{3}{4}$
(ii) Acid chamberman and shift workers when employed as contact acid plant engineers' assistants	6	6 $\frac{1}{2}$
(iii) Workers operating rock phosphate and serpentine rock grinding mills	6	5 $\frac{1}{4}$
(iv) Workers operating Broadfield plants, Loesche or any similar type of granulation plant	6	5 $\frac{1}{4}$
(v) Sulphur burnerman, assistant chamberman, or workers delivering sulphur to crusher	6	3 $\frac{3}{4}$
(vi) Workers operating bag weighers and bag sewer (mechanical)	6	3 $\frac{1}{2}$
(vii) Workers discharging shipments of sulphur or cleaning up sulphur spills from conveyors to bins	6	9 $\frac{1}{4}$
(viii) Workers handling basic slag	6	6 $\frac{3}{4}$
(ix) Workers handling manganese or receiving serpentine rock	6	4 $\frac{3}{4}$
(x) Workers making or handling super slag or basic slag mixtures	6	4 $\frac{3}{4}$
(xi) Workers driving bulldozers or mechanical shovels	6	7 $\frac{1}{4}$
(xii) Workers driving front-end loader	6	6 $\frac{1}{4}$
(xiii) Workers driving tractors or unlicensed motor vehicles or operating scraper-hauler	6	5
(xiv) Worker employed as a greaser	6	5
(xv) Workers not elsewhere specified	6	2 $\frac{1}{2}$

Provided that where any worker is employed during any one day on more than one class of employment for which different rates of wages are prescribed, if employed for five hours or more during ordinary hours at the class of employment prescribing the highest rate, he shall be paid at such higher rate for the balance of his ordinary hours of work on that day.

Termination of Employment

13. (a) Employment shall be on an hourly basis and is terminable on one hour's notice.

(b) Nothing herein contained shall prevent an employer from summarily dismissing a worker for misconduct.

Special Payments

14. (a) *Chamber Acid Plants:*

- (i) A worker working inside a sulphur-burner, combustion chamber or burner-pipe for the purpose of cleaning same, shall, for the time so employed, be supplied with a boiler suit, and be paid at the rate of half ordinary time in addition to the appropriate rate for the time at which the work is performed. The minimum payment shall be two hours.
- (ii) A worker cleaning out a sulphur-burner, combustion chamber or burner-pipe who is not required to enter same shall be supplied with a boiler suit and paid 3 $\frac{1}{2}$ d. per hour extra while so employed.
- (iii) A worker cleaning out an acid chamber, or repairing or demolishing an acid chamber or acid tower where it becomes necessary to handle the material saturated with acid shall be supplied with suitable protective clothing and be paid 3 $\frac{1}{2}$ d. per hour extra while so employed.

- (iv) A worker cleaning out a combustion chamber, burner-pipe, or greasing sulphur-burners at points where the temperature exceeds 110 degrees Fahrenheit shall, for the time so employed, be paid at the rate of ordinary time in addition to the appropriate rate for the time at which the work is performed.
- (v) 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.

(b) *Contact Acid Plants:*

- (i) A worker cleaning and repairing inside any boiler shall be supplied with a boiler suit and be paid half ordinary rate in addition to the ordinary rate or overtime rate as the case may be. This allowance shall not be cumulative with any other payment prescribed by this award.
- (ii) All workers required to work in the converter and drying towers shall be paid 3½d. per hour extra while so employed.
- (iii) Workers digging and removing sulphur or residual slag or sludge whether solidified or not, out of sulphur melter, shall be paid 5½d. per hour extra while so employed.

(iv) *Hot Gas Filter:*

(1) While working inside hot gas filter before replacing filtering medium, a worker shall be paid half ordinary rate in addition to the ordinary rate or overtime rate as the case may be. This allowance shall not be cumulative with any other payment prescribed by this award.

(2) While removing, replacing or screening used quartz crystals or any other used filtering medium, or in any way handling same, a worker shall be paid 3½d. per hour extra while so employed.

(c) *General:*

- (i) Workers placed in charge of five or more other workers shall be paid 3½d. per hour extra while so employed.
- (ii) Leading hands in any department shall be paid 3½d. per hour extra.
- (iii) Workers handling or using second-hand bags, shall be paid 2½d. per hour extra.
- (iv) A worker employed in the tunnel attending to the superphosphate belt shall be paid 2d. per hour extra while so employed.
- (v) A worker employed working over grill of superphosphate hopper when feeding dressing plant shall be paid 2d. per hour extra whilst so employed.
- (vi) Workers handling loose 24d or any mixture containing 24d, either bagged or unbagged, shall be paid 9d. per hour extra whilst so employed.
- (vii) A clothing allowance of 1d. per hour for all hours worked shall be paid to workers bound by this award.
- (viii) Workers employed to dig-out den after break down shall be paid 3d. per hour extra while so employed.
- (ix) All workers required to handle Dolomite whether bagged or loose or in bulk or in any form whatsoever shall be paid 3½d. per hour extra while so employed.

(x) A worker required to clean and repair inside surge tank and any other confined space, shall be paid $3\frac{1}{2}$ d. per hour extra while so employed. "Confined space" means a place the dimensions of which necessitate a worker working in a stooped or otherwise cramped position or without proper ventilation, or where confinement within a limited space is productive of unusual discomfort.

(d) Subject to clause 19 of this award, where in this clause reference is made to special payments on a time as distinct from a monetary basis, such extra payment shall be calculated on the rate actually paid to the worker on 11 October 1959, provided that no worker shall receive less than the appropriate proportion of 5s. per hour.

Holidays

15. (a) The following are the recognised holidays under this award: New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day.

(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) Payment of wages for the said holidays shall be made to all persons who perform work under this award at any time during the fortnight ending on the day on which the holiday occurs.

(d) Subject to section 28 of the Factories Act the employer shall pay one-tenth of a day's ordinary wages to each worker in respect of each ordinary day worked by him for that employer during the fortnight ending on the day of any holiday observed in accordance with subclause (a) of this clause.

(e) Where any of the above holidays is observed on a shift worker's rostered day off, he shall be paid for such day at ordinary rates of pay.

Annual Holidays

16. (a) The provisions of the Annual Holidays Act 1944 shall apply to all workers bound by this award.

(b) (i) In addition to the holiday which he is entitled to under subclause (a) hereof, a worker who has worked on shift work for the whole year during the period of employment covered by subclause (a) hereof, shall be entitled to an additional week's holiday on ordinary pay for such year.

(ii) In addition to the holiday which he is entitled to under subclause (a) hereof, a worker who has worked on shift work for a portion of the year only during the period of employment covered by subclause (a) hereof, shall be entitled to such proportionate part of such additional week's holiday on ordinary pay as is commensurate with the time he has worked as a shift worker during such period. Such holiday to be taken concurrently.

Payment of Wages

17. (a) Wages shall be paid not later than Thursday of each week and during ordinary working hours.

(b) Pay envelopes shall set out number of hours at ordinary time, time and a half, and double time.

(c) Any shortage in a worker's pay if due to an office error shall be paid within twenty-four hours of notification.

General Conditions

18. (a) All workers shall be allowed five minutes before the completion of the day's work to wash and change clothes.

(b) A "smoke-oh" not to exceed 10 minutes shall be allowed without deduction of pay to all workers in the first and second halves of each day or each shift. When work is continued for more than half an hour after the ordinary time of ceasing work the "smoke-oh" shall be allowed on the expiration of two hours from the last meal interval. No "smoke-oh" is allowable upon cessation of work either in ordinary time or overtime. Provided always that the machinery shall be kept in motion when required.

(c) No worker shall be required to continue working for more than four and a half hours without a meal interval other than a "smoke-oh" period provided for under subclause (b) hereof.

(d) As far as practicable the employer shall eliminate the dust attendant to the normal working of the industry.

(e) In each case where mutually deemed necessary workers shall be supplied with eye shields, goggles, stockinette, respirators, gloves, rubber aprons, gum boots, waterproof coats and leggings to carry out the work in question.

(f) A truck stacker shall be provided with a leather chest protector and a leather apron while so employed.

(g) A worker covered by clause 12 (ii) of this award shall be provided with gum boots which shall be kept in his locker and used when necessary.

(h) The employer shall provide adequate and proper facilities in each of the following cases:

- (i) For drying wet clothes.
- (ii) For boiling water for the purpose of making tea.
- (iii) Showers and wash-hand basins to which both hot and cold water shall be laid on.
- (iv) Lavatory accommodation, which shall be kept clean.
- (v) Drinking water of good quality.
- (vi) A locker for each worker in which he may store his lunch, boots and clothes. Locks if required shall be provided by the worker.
- (vii) A dining-room and a separate room for changing clothes. The employer shall be held responsible for these rooms being kept clean each day.
- (viii) A sink in a convenient place, to which hot water is supplied for washing eating utensils.
- (ix) A clock in each department.
- (x) A covered stand for workers' bicycles and motor cycles. Workers shall be held responsible for their own bicycles and motor cycles.

(i) The union shall appoint a delegate at each works whose duty it shall be to see that the workers do everything in their power to maintain the dining, dressing, shower-rooms and toilets in a clean and tidy condition.

(j) The employer shall do everything reasonably possible to provide a parking area protected from dust and fumes for his workers' motor cars. Workers shall be held responsible for their own cars and other private property.

(k) All articles provided by the employer under this clause shall remain the property of the employer.

(l) If on any day a worker is ordered to start work and the work done is less than two hours, he shall be paid as if he had worked two hours: Provided that if a worker is called on at 11 a.m. or later he shall be paid for a minimum of four hours.

Requirements of Economic Stabilisation Regulations

19. No worker 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.

First-aid

20. The employer shall provide and maintain a properly equipped first-aid outfit, which shall be kept in a convenient and accessible place in each works.

No Discrimination

21. The employer shall not, in the employment or dismissal of workers, discriminate against members of the union, nor in the conduct of his business do anything for the purpose of injuring the union directly or indirectly.

Disputes Committee

22. The essence of this award being that the work of the employer 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 specifically 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, if required by either party, to be mutually agreed upon, or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. If the committee fails to reach a decision the chairman shall either decide the question or refer the matter to the Court within one month from the date of hearing by the committee.

Either side shall have the right to appeal to the Court against a decision of any such committee or chairman 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.

Right of Entry Upon Premises

23. The secretary or other authorised officer of the union shall with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times 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

24. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, 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 18 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 21 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 section 174 (3) of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

Under-rate Workers

25. (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 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.

Application of Award

26. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every 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

27. This award shall operate throughout the Northern Industrial District.

Term of Award

28. 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 first day of the employer's first pay week commencing on or after the 22nd day of February 1960, 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 December 1960.

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 12th day of April 1960.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

Apart from an adjustment to the term of award clause, the award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

The terms of settlement provided that the meal allowance provisions should operate retroactively to the same date as the provisions relating to wages, namely 22 February 1960. It is not possible for the Court to provide for this as its powers to make any provisions of an award retroactive are limited to the rates of wages to be paid. The matter is recorded, however, to indicate the agreement of the parties.

A. TYNDALL, Judge.
