

**NORTH ISLAND CHEMICAL MANURE AND ACID WORKERS—AWARD**

*[Filed in the Office of the Clerk of Awards, Auckland]*

In the Court of Arbitration of New Zealand, Northern, Taranaki, and Wellington Industrial Districts—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the North Island Federated Fertiliser Workers Industrial Association 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., 106 Mays Road, Te Papapa.

East Coast Farmers Fertiliser Co. Ltd., Awototo, Napier.

Kemphorne Prosser and Co.’s N.Z. Drug Co. Ltd., P.O. Box 2437, Auckland, and Aromoho, Wanganui.

Kiwi Fertiliser Co. Ltd., Morrinsville.

N.Z. Farmers Fertiliser Co. Ltd., Smart Road, New Plymouth.

N.Z. Farmers Fertiliser Co. Ltd., 106 Mays Road, Te Papapa, 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 March 1962 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 15th day of February 1961.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

##### *Industry to Which Award Applies*

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. (a) 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.

(b) On the first occasion on any one day other than an ordinary working day on which a worker is required to present himself for work he shall be paid a minimum of four hours at the appropriate rate, provided that such worker shall not have ceased work of his own accord before the expiration of the aforementioned number of hours and provided further that nothing in this subclause shall prevent an employer from summarily dismissing a worker for misconduct.

(c) No worker shall be employed longer than four and a half hours without an interval for a meal provided that a further half hour may be worked at double time rates before the meal interval is allowed.

(d) 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.

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

##### *Overtime*

3. (a) All time worked outside or in excess of the daily hours prescribed in subclause (a) of 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.

For time worked on Saturdays time and a half rates shall be paid for the first three hours and double time thereafter. Double time shall be paid for all time worked after midday Saturday.

(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) Overtime shall be calculated on a daily basis.

(d) Any workers who work overtime between the ordinary time of ceasing work and 3 a.m. the next day shall not be required to work any ordinary time on such next day unless double rates are paid or an eight hour break has occurred.

(e) When a worker is called back to work overtime after he has left the employer's premises on ordinary days, a minimum of three 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.

(f) 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.

### *Holidays*

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

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

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 this subclause.

(b) For time worked on the abovementioned holidays treble time shall be paid. This payment shall be inclusive of any payment due under the previous subclause.

(c) Notwithstanding the foregoing provisions, men discharging rock phosphate or sulphur shall be paid for the time worked at double time rates on Easter Saturday.

(d) In the event of a statutory holiday other than Anzac Day falling on a Saturday or Sunday such holiday shall be observed on the succeeding Monday and in the event of another statutory holiday falling on such Monday such other holiday shall be observed on the succeeding Tuesday.

(e) For time worked on Sundays double time shall be paid.

## PART II—SHIFT WORKERS

### *Definitions*

5. 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*

6. (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) In the manufacturing department or in receiving raw materials one or more shifts of eight consecutive hours may be worked on any days of the week.

(c) 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.

(d) There shall be posted up in a place accessible to the workers, at least one week before it comes into operation, a rotating roster of workers' days off. Such roster shall be for a reasonable period and may be varied to meet cases of sickness, accident, or absence of any regular worker or by agreement between the union representative and the management or for matters outside the control of the employer.

#### *Overtime*

7. (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 appropriate overtime rates.

(d) If a shift worker is required to continue working for more than one hour in excess of his current rostered shift, the employer shall either provide a substantial meal or pay a meal allowance of 5s.: Provided such worker has not been notified the previous day or earlier. Provided that when a worker is required to work a further four and a half hours consecutive overtime he shall be paid another such meal allowance or provided with a meal, if required to carry on working

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

(f) Overtime shall be calculated on a daily basis.

#### *Holidays*

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

(b) Time worked on above holidays or on Saturday or Sunday shall not be reckoned as ordinary time but shall be paid for at the following special rates:

On Sundays, double time. For time worked on Saturday, except Easter Saturday, time and a half rates shall be paid for the first three hours and double time thereafter.

For time worked on any of the abovementioned holidays or on Easter Saturday, treble time shall be paid. This payment shall include any payment due under subclause (d) of this clause.

(c) In the event of a statutory holiday other than Anzac Day falling on a Saturday or a Sunday such holiday shall be observed on the following Monday and in the event of another statutory holiday falling on such Monday such other holiday shall be observed on the succeeding Tuesday.

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

Subject to section 28 of the Factories Act the employer shall pay one tenth of a day's ordinary wage 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) Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944.

(f) Where workers are continuously employed on shift work they shall receive three weeks' holiday on full pay on completion of 12 months service. For less than 12 months' service such holidays shall be allowed and paid for *pro rata*.

(g) 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.

### General Provisions

9. (a) Broken shifts shall not be worked.

(b) All shift workers shall be allowed 30 minutes crib time without deduction from wages, provided that the machinery shall be kept working when required.

(c) Workers employed on shift work shall change in turn each week.

(d) Shift workers shall be paid 4s. 3d. per shift extra.

### PART III—ALL WORKERS

#### Wages

10. The minimum rates of wages shall be as follows:		Per Hour
		s. d.
(i) Workers operating bridge crane .....	.....	6 9 $\frac{1}{4}$
(ii) Acid chamberman and shift workers when employed as contact acid plant engineers' assistants .....	.....	6 8
(iii) Chamberman assistant, sulphur burnerman or workers delivering sulphur to crusher .....	.....	6 5 $\frac{1}{4}$
(iv) Workers employed on batch superphosphate mixing pot .....	.....	6 8
(v) Workers operating diggers, tractors scraper-hauler or unlicensed motor-vehicles .....	.....	6 6 $\frac{1}{2}$
(vi) Workers operating bulldozers or mechanical shovels .....	.....	6 8 $\frac{3}{4}$
(vii) Workers operating front-end loader .....	.....	6 7 $\frac{3}{4}$
(viii) Workers operating rock phosphate grinding plants, serpentine rock grinding plants, milch dens, Broadfield plants, Loesche or any similar type of granulation plant .....	.....	6 6 $\frac{3}{4}$
(ix) Workers operating bag weighers and mechanical bag sewers and dispatch loaders .....	.....	6 5
(x) Workers operating centrifugal machine Bluestone plant .....	.....	6 6 $\frac{3}{4}$
(xi) Workers employed as a greaser .....	.....	6 6 $\frac{1}{2}$
(xii) All other workers .....	.....	6 4

On completion of three months continuous service with the same employer a worker shall be entitled in each pay week thereafter to a minimum payment as for 40 hours ordinary time for day workers and 40 hours rostered time for shift workers and subject to clause 14 hereof, no deduction shall be made from this minimum payment except for the worker's default or absence on account of sickness or accident.

Also, on the completion of three months continuous service with the same employer on any one of the classes of work in paragraphs (i) to (xi) hereof, a worker changed to a lesser paid job shall not have his rate of pay reduced without being given one week's notice of such reduction except that where overtime is accepted in another department the appropriate rate for the job shall apply.

#### Special Payments

11. (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 4d. 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 4d. 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.

(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.

(ii) All workers requiring to work in the converter and drying towers shall be paid 4d. 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 7d. per hour extra while so employed. A worker using compressed air machinery while performing this work shall be paid a total of 1s. 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.

(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 handling or using second-hand bags, shall be paid 3½d. per hour extra while so employed.

(ii) A worker employed in the tunnel attending to the superphosphate belt shall be paid 2d. per hour extra while so employed.

(iii) A worker employed working over grill or superphosphate hopper when feeding dressing plant shall be paid 2d. per hour extra while so employed.

(iv) Workers receiving shipments of sulphur shall be paid 9d. per hour extra while so employed.

(v) Workers employed to dig-out den after break down shall be paid 4d. per hour extra while so employed.

(vi) A worker required to clean and repair inside surge tank and any other confined space, shall be paid 3½d. 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.

(vii) Workers handling loose 24D or any mixture containing 24D, bagged, or unbagged, shall be paid:

(a) At Te Papapa and Westfield, 9d. per hour extra while so employed.

(b) Elsewhere, 4½d. per hour extra while so employed.

(d) No worker shall be entitled to receive payment under more than one of the provisions of subclauses (a), (b) and (c) 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 higher rate of the two.

(e) Workers placed in charge of five or more other workers shall be paid 4d. per hour extra while so employed.

(f) Leading hands in any department shall be paid 4d. per hour extra.

(g) A clothing allowance of 1d. per hour for all hours worked shall be paid to workers bound by this award. Men in the acid plant shall receive 2d. per hour.

#### *Annual Holidays*

12. The provisions of the Annual Holidays Act 1944, shall apply to workers covered by the provisions of this award.

#### *Payment of Wages*

13. (a) Wages shall be paid not later than Thursday of each week and during working hours. Workers on night shift shall be paid not later than 10 p.m. on Thursday.

Where a statutory holiday falls on Friday, wages shall be paid not later than Wednesday.

(b) Any shift worker who is required to return for his wages shall be paid one hour at overtime rates.

(c) If any worker leaves his employment with his employer's consent or is dismissed by his employer, his wages shall be paid as soon as practicable following such leaving or dismissal.

(d) With every payment of wages there shall be handed to each worker a fully itemised statement of the particulars of each payment.

#### *Termination of Employment*

14. (a) Employment shall be on an hourly basis and is terminable on one hour's notice, except that after the completion of three months continuous service with the same employer the employment shall be for 40 hours and is terminable by one week's notice on either side. Where the week's notice is not given, one week's wages shall be paid or forfeited as the case may be.

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

#### *No Discrimination*

15. 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.

#### *General Provisions*

16. (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 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) 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.

(d) The employer shall eliminate, as far as practicable, the dust and fumes 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, gumboots, 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 10 (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 where mutually deemed necessary.

(x) A covered stand for workers' bicycles. Workers shall be held responsible for their own bicycles.

(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' motorcars. 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) An annual picnic day shall be observed on a day to be mutually agreed upon.

(m) Where re-used gumboots are supplied by the employer, such articles shall be sterilised by the employer in accordance with Department of Health regulations.

(n) Any worker required to work in the rain shall be provided with suitable waterproof clothing.

### *Youths*

17. Youths shall not be employed. A youth shall be deemed to be a person under the age of 18 years.

### *Disputes Committee*

18. The essence of this award being that the work of the employer shall not on any account whatsoever be impeded but shall 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 14 days after such decision has been made known to the party desirous of appealing.

#### *Right of Entry Upon Premises*

19. 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*

20. (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*

21. (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*

22. 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 districts to which this award relates.

*Scope of Award*

23. This award shall operate throughout the Northern, Taranaki and Wellington Industrial Districts.

*Term of Award*

24. 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 1st day of January 1961, 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 1962.

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 15th day of February 1961.

[L.S.]

A. TYNDALL, Judge.

## MEMORANDUM

The award, including the operative date of provisions relating to wages, embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.