

GISBORNE, WELLINGTON, MARLBOROUGH, NELSON, WESTLAND,
CANTERBURY, AND SOUTHLAND LIME-WORKERS—AWARD

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

In the Court of Arbitration of New Zealand, Northern, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts—In the matter of the Industrial Conciliation and Arbitration Act 1954; 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”):

Amberley Lime Co. Ltd., Amberley.
Amners Lime Co. Ltd., Hastings.
Amuri Lime Co., 146 Gloucester Street, Christchurch.
Awarua Lime Works Ltd., Crescent, Invercargill.
Balfour Lime Co. Ltd., Balfour, Southland.
Brown's Lime Co. Ltd., Browns, Southland.
Cheviot Lime Co. Ltd., Cheviot.
Clifden Lime Co. Ltd., Clifden, Southland.
Dipton Lime Co. Ltd., Dipton, Southland.
Farmers Lime Co. Ltd., Mauriceville.
Fernhills Lime Co. Ltd., Otapiri R.D., Southland.
Flaxbourne Lime Co., Blenheim.
Gorge Lime Co. Ltd., Palmerston North.
Hatuma Lime Co., Hatuma.
Lawry, W. L., Ltd., Brightwater, Nelson.
Lime and Marble Ltd., Mapua, Nelson.
Mount Somers Lime Co. Ltd., Mount Somers.
New Snowdrift Lime Co., Lady Barkley, Southland.
Onga-tiko Lime Co. Ltd., Waipawa.
Rock Products Ltd., 47 Peel Street, Gisborne.
Ross Lime Co., Ross.
Waikari Lime Co. Ltd., Waikari.
Waimumu Lime Co., Waimumu, via Gore.
Webster Brothers, Craggy Range Lime Works, Havelock North.

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 May 1963 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 7th day of December 1961.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

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

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	6	5½
Other kilns:		
Burners in sole charge	6	5½
All other burners and drawers	6	2½
Drillman with explosive permit	6	6¼
Drill assistant with explosive permit	6	3
Shot firers	6	2½
Drillers	6	2½
Tool-sharpeners	6	2½
Truckers	6	1¼
Crusher-feeders	6	1¼
Baggers	6	1¼
Sewers	6	1¼
Driers	6	1¼
Platelayer	6	1¼
Lime classers	6	1¼
Coal-drier fireman (in Southland only)	6	4
Mechanical-shovel operators	6	6¾
Drag-line scoop operator	6	2
Face-men required to work with ropes	6	1¼
Spallers	6	0½
All other workers	5	11½
Foreman 4s. per day extra.		
Leading hands placed in charge of other workers shall be paid 3s. per day extra.		
Workers employed unloading and trimming coal shall be paid 4d. per hour extra.		

(b) Workers required to operate vehicles licensed under the Transport Act 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. Provided, further, that workers employed in operating vehicles not subject to licence in connection with the operation of the works shall be paid not less than the wages payable to mechanical-shovel operators under this award.

Overtime

4. (a) All time worked in excess of the daily hours fixed in clause 2 of this award shall count as overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter, provided that time worked before noon on Saturday shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b) Except in the case of shift-work, any time worked before the usual commencing-time or after 5 p.m. on five days of the week shall be considered overtime and shall be paid for in accordance with the rate fixed in subclause (a) hereof.

For the purpose of this clause the usual commencing-time shall be the recognised commencing-time of work on the job.

(c) Any work done after 12 noon on Saturdays shall be paid for at double time rates.

(d) Workers required to work continuously for more than four and a half hours without an interval of at least half an hour for a meal shall be paid for the excess time at time and a half rates: Provided that the period of four and a half hours may be extended to five hours with the consent of the union, which consent shall not be arbitrarily withheld.

(e) In the case of shift-workers time worked on Saturday shall be paid for as follows: Before 12 noon at the rate of time and a half; after 12 noon at the rate of double time.

Shifts

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

(b) The eight-hour shifts shall not be broken.

(c) 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.

(d) Men on afternoon or night shifts shall be paid 5s. 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 5s. prescribed above shall be paid.

Payment of Wages

6. Except where otherwise arranged, wages shall be paid in full, weekly, and in cash, in working-hours, and all waiting-time shall be paid for at ordinary rates; but for the purposes of this clause Saturday, Sunday, or holidays shall not count as waiting-time.

Statutory Holidays and Annual Holidays

7. (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 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) The employer shall pay one-tenth of a day's ordinary wages to each worker in respect of each working day worked by him for that employer during the fortnight ending on the day of any holiday referred to in subclause (a) hereof: Provided that for the purposes of this subclause all workers whose employment is covered by this award shall be deemed to be subject to the provisions of section 28 (2) of the Factories Act 1946, as amended by section 6 of the Factories Amendment Act 1956.

(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.

(e) All time worked on Sunday shall be paid at double time rates with a minimum of two hours.

(f) Annual holidays: (i) Workers other than shift-workers shall be allowed annual holidays in accordance with the provisions of the Annual Holidays Act 1944.

(ii) Shift-workers, after each complete 12 months of service, shall be allowed a holiday of three clear weeks (15 working days) at their ordinary rate of pay.

(iii) Any shift-worker who has been employed for less than 12 months but not less than three months upon the termination of his employment or upon his transfer to work other than shift-work shall be entitled to receive proportionate holiday pay computed at his ordinary rate of pay.

(iv) Shift-workers for the purposes of this clause are workers who are regularly employed on rotating shifts or are continuously employed on afternoon or night shifts.

Terms of Employment

8. (a) Employment shall be on an hourly basis, provided that after three months' service with the same employer, a worker shall be deemed to be employed on a weekly basis.

(b) In the case of hourly workers, not less than two hours' notice shall be given by either party of the termination of the employment.

(c) In the case of weekly workers, not less than one week's notice shall be given by either party of the termination of the employment.

(d) Where the required notice has not been given, the party improperly terminating the employment shall pay or forfeit two hours' pay in respect of hourly workers, or one week's pay in respect of weekly workers.

(e) Nothing in this clause shall prevent the employer from summarily dismissing any worker for serious misconduct.

(f) On the termination of employment of any worker, subject to subclause (d) hereof, all wages due to such worker shall be paid forthwith.

(g) Where the employment is on a weekly basis no deduction shall be made from the worker's weekly wage except for time lost through the worker's sickness, accident, default, or by reason of subclause (d) hereof.

Tools

9. All tools shall be supplied by the employer.

Refreshments

10. One man only shall be permitted reasonable time to prepare a hot drink for the employees, who shall be allowed a 10 minute break morning and afternoon, provided there shall be no complete cessation of work.

Gumboots

11. Gumboots shall be supplied by the employer to workers when they are working in water or liquid slush or slurry over 1 in. in depth. A worker shall be paid an allowance of 3½d. per hour when required to wear gumboots for not less than two hours in any day.

First-aid

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

Accommodation

13. Where reasonably necessary, each employer shall provide suitable accommodation to enable the workers to change and dry their clothes and have their meals. No lime, cement, sacks, or tools shall be stored in the lunch-room. The employer shall also supply 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 and refreshments. Safe shelter and clean drinking-water shall be provided for all workers within a reasonable distance from their work.

General Provisions

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

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

(c) Where workers are required by the employer to live on the job, the employer shall provide suitable accommodation for such workers in accordance with the terms of section 6 of the Shearers' Accommodation Act. Where a dispute arises concerning the rent, the matter shall be dealt with under clause 19 (disputes).

(d) Where a lime-works is so situated that the workers are unable to obtain a residence adjacent to the works, and where the employer does not furnish transport to and from the works, an allowance for travelling, exceeding 3 miles, to and from the works and the worker's place of residence shall be paid at the rate of 4d. per mile for the distance travelled beyond the 3 mile point, measured by the nearest convenient mode of access for foot-passengers.

(e) After employment for one month all workers shall be paid an oilskin and clothing allowance of 3s. 6d. per week.

Workers to be Members of Union

15. (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.)

(d) Each employer shall, on written request, supply to the secretary of the local union, or of the New Zealand Federated Labourers Industrial Association of Workers, a list of the workers employed under this award. Such request shall not be made more often than once each three months.

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 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.

Variation of Duties

17. Nothing in this award shall prevent any worker covered hereby from doing work covered by another award, provided that whilst so engaged he shall be paid at least the rate which is fixed in such other award.

Right of Entry

18. The secretary or other authorised officer or representative of the union shall be entitled to enter at all reasonable times upon the premises or job of any employer bound by this award for the purpose of interviewing any workers (with the consent of the employer or his representatives, such consent not to be unreasonably withheld) but not so as to interfere unreasonably with the employer's business.

Disputes

19. 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 in 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 14 days after such decision has been made known to the party desirous of appealing.

Application of Award

20. 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

21. This award shall operate throughout the Wellington, Marlborough, Nelson, Westland, and Canterbury Industrial Districts, and that portion of the Northern Industrial District comprised in the Gisborne Judicial District and that portion of the Otago and Southland Industrial District comprised in the former Province of Southland.

Term of Award

22. 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 December 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 May 1963.

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 7th day of December 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.