

NORTHERN, TARANAKI, WELLINGTON, CANTERBURY, AND OTAGO AND  
SOUTHLAND LEAD-BURNERS AND CHEMICAL PLUMBERS—AWARD

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

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, 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 Plumbers, Gasfitters and Related Trades Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned companies (hereinafter called “the employers”):

Challenge Phosphate Co. Ltd., Otahuhu.

Dominion Fertiliser Co. Ltd., Ravensbourne, Dunedin.

East Coast Farmers Fertiliser Co. Ltd., Box 392, Napier.

Kempthorne Prosser and Co. (N.Z.) Drug Co. Ltd., Westfield, Auckland.

Kempthorne Prosser and Co. (N.Z.) Drug Co. Ltd., Hornby, Christchurch.

Kempthorne Prosser and Co. (N.Z.) Drug Co. Ltd., Burnside, Dunedin.

Kempthorne Prosser and Co. (N.Z.) Drug Co. Ltd., Wanganui.

Kiwi Fertiliser Co. Ltd., Morrinsville.

New Zealand Farmers Fertiliser Co. Ltd., Te Papa, Auckland.

New Zealand Farmers Fertiliser Co. Ltd., Smart Road, New Plymouth.

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 20th 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 6th day of February 1962.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

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

1. The industry to which this award applies is lead-burning and chemical plumbing in and about chemical-manure works.

##### *Hours of Work*

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

(b) One hour shall be allowed for dinner each day, but an employer may agree with his workers to allow not less than half an hour.

##### *Wages*

3. (a) The minimum rate of wages for lead-burners and chemical plumbers shall be not less than £16 3s. per week.

(b) Any worker who has been especially directed by his employer to have charge of two or more other adult workers subject to this award shall be paid an allowance of 4½d. per hour whilst so in charge.

(c) Any worker receiving a higher wage or privilege than herein prescribed shall not have his wages or privileges reduced during the present employment.

##### *Payment of Wages*

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

(b) When a holiday falls on a Friday and the normal pay-day is Thursday, wages shall be paid not later than the Wednesday of that week.

(c) Each worker when payment is made shall be supplied with written particulars of his wages and any special payments for the pay period, details of any deductions made from his earnings, and the net amount being paid to him.

#### *Overtime*

5. (a) Time worked outside or in excess of the daily hours prescribed in clause 2 hereof shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(b) Double time rates shall be paid to all workers called back at or after 10 p.m.

(c) Any worker having worked all day and night and working into the ordinary working-hours of the next day shall be paid double time rates for all such time worked on the second or succeeding days until a complete break of eight hours has been allowed.

(d) Any worker having worked all day and having continued to work till after midnight shall be given eight hours off or be paid double time rates for all time worked on the second or succeeding days. There shall be no deduction from the weekly wage in respect of any time given off under this subclause which may fall within the worker's ordinary working-hours.

(e) Any worker working on the second or succeeding day shall be paid a meal-allowance of 5s. until an eight hour break is allowed, together with a further payment of 9d. in respect of any meal which the worker may be required to obtain on a Sunday or any holiday mentioned in subclause (a) of clause 11 of this award.

When working overtime under conditions where a worker cannot obtain a meal without incurring extra travelling expenses, the employer shall reimburse such extra expense.

(f) Any time worked in excess of four and a half hours without time being allowed for a meal shall be paid for at double time rates.

(g) (i) If a worker has left the works and is called back to work overtime after 6 p.m. on any one of the days Monday to Friday, or after 1 p.m. on a Saturday, or at any time on a Sunday, or a day observed as a holiday, he shall be paid a minimum of two hours' pay at overtime rates for each call back or call out as the case may be.

(ii) Where a worker is so called back, or is called out without prior notice on a Sunday or a day observed as a holiday he shall be conveyed to and from his home at the employer's expense and be paid at overtime rates for the time reasonably occupied in travelling.

(h) Any worker commencing work after the cessation of public wheeled traffic or before the ordinary time of starting of such traffic, and any worker who may work until after the cessation of public wheeled traffic and because of such cessation is unable to reach his home by the usual method of travelling, shall be provided with a conveyance to and from the work by the employer, and shall be paid travelling-time proceeding to and from such work. For the purpose of this clause "public wheeled traffic" shall mean trams, buses, trains, or ferries ordinarily used by workers travelling to and from their work.

#### *Terms of Employment*

6. (a) The employment shall be weekly employment, and not less than one week's notice shall be given by either party of the termination of employment.

(b) An employer shall be entitled to make a rateable deduction from the wages of workers for time lost through sickness or default or through accident not arising out of or in the course of the employment.

*Transfer of Workers*

7. (a) If a worker is transferred temporarily from one works to another at such a distance that he is unable to return to his home at night, the employer shall pay such worker's first-class fare by rail, steam, or other recognised form of transport, and a board and lodging allowance at the rate of £8 5s. per week. If travelling by rail, sleeper accommodation shall be provided if available. No worker shall, without his consent, be required to leave his home on temporary transfer on an award holiday or at a week-end.

When a worker at his employer's request travels on an award holiday, Saturday, or Sunday, he shall be paid an amount equal to eight hours' pay at ordinary rates for each such day.

(b) This clause shall not apply to permanent transfers made to another district with the consent of the worker.

(c) Any worker transferred temporarily shall be paid his return fare to and from his genuine place of residence once in each two months during the continuance of the work.

*Meal-money*

8. When workers are required to work overtime after 6 p.m. or after 1 p.m. on Saturdays, Sundays, or holidays, 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, together with a further payment of 9d. in respect of any meal which the worker may be required to obtain on a Sunday or any holiday mentioned in subclause (a) of clause 11 of this award.

*Piecework*

9. All piecework is prohibited.

*Tools and Special Conditions*

10. (a) Workers shall be supplied with all tools and tubes required (except rule, hammer, and lead-burning torches), also gumboots, gloves, and rubber aprons where necessary.

(b) Workers while employed on maintenance and repair work in fertiliser works shall be provided with suitable clothing or be paid 4d. per hour as a clothing allowance in lieu thereof.

(c) Proper provision shall be made for dining and dressing accommodation and drying wet clothes. The employer shall be held responsible for the room so used being kept clean each day.

(d) The union shall appoint delegates whose duty it shall be to see that the workers do everything in their power to maintain the dining, dressing, and bath-rooms in a clean and tidy condition.

(e) Suitable bathing accommodation shall be provided, to which both hot and cold water shall be laid on.

(f) Any worker working on a bosun's chair and/or swinging stage shall be paid 4d. per hour extra while so employed with a minimum payment of 2s. 6d. per day.

(g) A rest period of ten minutes shall be allowed each morning and afternoon at such times as suit the convenience of the work on which the workers are engaged. Before each meal and before the end of each day's work ten minutes shall be allowed for washing to each worker engaged in a lead process within the meaning of the Lead Process Regulations 1950.

(h) Any worker required to work in any compartment or closely confined space where the heat exceeds 110 degrees Fahrenheit shall be paid his ordinary time rates in addition to the rates otherwise payable to him during the period so worked. No worker shall be compelled to work in any place where the temperature exceeds 140 degrees Fahrenheit.

#### *Sundays and Holidays*

11. (a) The following shall be recognised as holidays and shall be allowed to all workers coming under this award: New Year's Day, Good Friday, Easter Monday, Labour Day, Christmas Day, Boxing Day, the birthday of the reigning Sovereign, Anzac Day, and Anniversary Day or a day in lieu thereof. Any such holidays falling on an ordinary working-day shall be allowed without deduction from pay. Where the industry award for any district provides for the allowing of a holiday or the payment of a special rate for 2 January to day workers that condition shall also apply to lead-burners employed in such district.

(b) Should any of the holidays (other than Anzac Day) mentioned in subclause (a) of this clause fall on a Saturday or a Sunday, such holiday shall be observed on the next working day.

(c) Time worked on any of the foregoing holidays, or days observed in lieu thereof, or on any Sunday shall be paid for at double time rates in addition to the weekly wages.

#### *Annual Holidays*

12. (a) Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944: Provided that upon completion of five years' continuous employment with the same employer, a worker shall be granted in respect of each further year of employment with that employer an annual holiday of three weeks instead of two weeks.

(b) Where a worker becomes entitled to the annual holiday and the holiday is not taken at the end of the year, workers shall receive at least one month's notice before leave has to be taken.

(c) Any worker entitled to holidays shall receive payment for same prior to commencing the holidays.

#### *Right of Entry Upon Premises*

13. Every employer bound by this award shall permit the secretary or other authorised officer of the union of workers 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.

#### *Disputes*

14. 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 dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court of Arbitration against a decision of any such committee upon giving to the other side written notice of such appeal within 14 days after such a decision has been made known to the party desirous of appealing.

*Workers to be Members of Union*

15. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award.

(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 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.

(d) Employers shall, on application from the union secretary in the district, supply the names, addresses, and the wages paid of all employees in their employ; such request shall not be made more often than once in every three months.

(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*

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.

*Application of Award*

17. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial districts to which this award relates.

*Scope of Award*

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

*Term of Award*

19. 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 21st day of November 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 20th 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 6th day of February 1962.

[L.S.]

A. TYNDALL, Judge.

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**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.

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