

CANTERBURY AND OTAGO AND SOUTHLAND CHEMICAL-MANURE AND ACID-  
WORKERS—AWARD

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

In the Court of Arbitration of New Zealand, 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 Freezing Works and Related Trades Industrial Association of Workers (hereinafter called “the union”) and the under-mentioned companies (hereinafter called “the employers”):

Dominion Fertiliser Co. Ltd., P.O. Box 499, Ravensbourne, Dunedin.

Kemphorne Prosser and Company’s New Zealand Drug Co. Ltd., P.O. Box 1244, Christchurch.

Kemphorne Prosser and Company’s New Zealand Drug Co. Ltd., Burnside, Dunedin.

Southland Co-operative Phosphate Co. Ltd., Awarua, P.O. Box 849, Invercargill.

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 13th day of September 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 12th day of April 1962.

[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 and of the chemicals manufactured in the chemical-fertiliser works of the parties hereto.

#### PART I—DAY WORKERS

##### *Hours of Work*

2. Subject to the provisions hereinafter contained as to shifts, an ordinary week's work shall not exceed 40 hours, of which eight hours shall be worked between the hours of 7.30 a.m. and 5 p.m. on each of five days of the week from Monday to Friday, both days inclusive. Not less than three-quarters of an hour shall be allowed for lunch.

##### *Overtime*

3. (a) Except as hereinafter provided, all time worked in any one day outside 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.

(b) When workers are required to work overtime after 6 p.m. or after 1 p.m. 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 ordered back to work overtime after 6 p.m. on ordinary days or on a Saturday, a minimum of two hours' work at overtime rates shall be paid for.

##### *Sundays and Holidays*

4. For work done on Sundays, New Year's Day, Anniversary Day, or any day observed in lieu thereof, 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 11 hereof.

#### PART II—SHIFT WORKERS

##### *Definitions, etc.*

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

(b) "Continuous shifts" shall consist of three shifts of eight hours each in every 24 hours worked.

(c) In a manufacturing department or in receiving raw material, one or more shifts of eight consecutive hours may be worked on any days of the week from Monday to Friday, both days inclusive.

(d) Shift-workers shall be allowed 30 minutes' crib-time without deduction from wages. Provided always that the machinery shall be kept in motion when required.

(e) *Shift Allowance*—A worker employed on an afternoon or night shift shall be paid a shift allowance of 5s. a shift in addition to his ordinary wages.

For the purpose of this subclause an afternoon shift or a night shift shall include any shift commencing between the hours of 12 noon and 7 a.m.

*Hours of Work*

6. (a) The ordinary weekly hours of work for acid-manufacturing workers on continuous shifts shall be worked between midnight Sunday-Monday and midnight Friday and shall not exceed 40 hours, to be worked in eight-hour shifts.

(b) Men employed on shift-work shall change in turn, and no worker shall be retained on night-shift more than two weeks in succession.

*Overtime*

7. (a) Except where otherwise provided, time worked by shift-workers in excess of eight hours per shift or 40 hours during the period from midnight Sunday-Monday and midnight Friday shall be deemed to be overtime and shall be paid for at the rate of time and half for the first three hours and double time thereafter.

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

*Saturday, Sundays, and Holidays*

8. Subject to the provisions of the Factories Act 1946, and its amendments, the following provisions shall apply: Time worked on Saturday, or on Sunday, or on Christmas Day, Boxing Day, New Year's Day, the day following New Year's Day, Anniversary Day or another day in lieu thereof, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, or the birthday of the reigning Sovereign 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	.....	.....	.....	.....	Treble time.
On Saturdays	.....	.....	.....	.....	As provided in sub-clause (a) of clause 7 of this Part.

Provided that if a shift-worker in the rock-grinding or super-mixing departments has worked five eight hour shifts on the five days of the week—Monday to Friday, both days inclusive—and is required to work a sixth shift on Saturday, such sixth shift shall be paid for at the rate of time and a half for the first three hours and double time thereafter. If any award holiday falls on any day from Monday to Friday inclusive, then for the purposes of this proviso such day shall count as a shift worked.

## PART III—GENERAL

*Wages*

9. (a) The minimum rates of wages shall be as follows:

	Per Hour	
	s.	d.
Day workers	6	4½
Chambermen	6	9½
Acid-manufacturing shift-workers	6	7½
Men discharging shipments of phosphate rock or sulphur—		
For day work	6	11½
For night shift	7	0½
Men working on super bank	6	9½
Men operating bulldozer on reverted super	7	0½
Men operating bulldozer on super	6	8½
Tractor driver	6	8½
Men required to grease and oil machinery	6	6½

(b) Men discharging overseas shipments of phosphate rock or sulphur by manual means from railway wagons shall be paid 7d. per hour extra.

(c) Men required to enter sulphur-burners to clean same shall be paid double time rates whilst so employed, the minimum payment to be for two hours.

(d) Men handling materials heavily impregnated with acid during demolition of acid chambers and towers, shall be paid 6d. per hour extra while so employed. Men cleaning flues, fans or combustion chambers shall be paid 3½d. per hour extra while so employed.

(e) Men placed in charge of five or more other men shall be paid 3½d. per hour extra while so employed.

(f) Men in charge of mill department or man in charge of manufacturing department shall be paid 3½d. per hour extra.

(g) Men cleaning out rock and sulphur pits and men sieving or bagging sulphur shall be paid the same rate as for discharging.

(h) Men engaged in unloading lime shall be paid 3½d. per hour extra, with a minimum payment of 1s. 2d. per day.

(i) Workers filling acid jars shall be paid the rate prescribed for acid manufacturing workers whilst so employed.

(j) Men required to grease sulphur burners shall be paid double rates with a minimum payment of one hour per day.

(k) Men engaged in repairing dens or grinding plant machinery at night shall be paid the appropriate award rate of wages whilst so employed.

(l) In the event of exceptional circumstances existing the union and the employer may agree on a special rate for especially dirty or obnoxious work, and in the event of their being unable to agree the matter shall be referred to a local disputes committee for decision.

(m) Workers melting lead shall be paid 3d. per hour extra whilst so employed.

(n) Workers bagging ground rock or handling mixtures containing D.D.T. shall be paid 3½d. per hour extra whilst so employed.

(o) Workers bagging gammexane shall be paid 6d. per hour extra with a minimum payment of four hours per day: Provided that such mixtures shall not be handled in excess of one 24 ton lot per day.

(p) Despatch men handling reverted and serpentine-super shall be paid the following additional rates:

	Per Hour
Reverted super	d. 2
Serpentine-super	2½

Where mixtures contain materials for which special payments are provided, only one – the highest – special payment shall be made.

(q) Men handling and/or despatching sulphur as a mixture shall be paid 2½d. per hour extra whilst so employed.

(r) Men working with pneumatic hammer shall be paid 3d. per hour extra whilst so employed.

(s) Men handling 2-4-D powder into mixing machines shall be paid 1s. per hour extra while so employed. Men engaged on dispatching 2-4-D mixture shall be paid 9d. per hour extra whilst so employed.

(t) Where a worker is required to work alongside or with a tradesman who may be receiving height money allowance for the particular job, such worker shall be paid a similar allowance to that paid to the tradesman.

(u) Men handling blood and bone into mixtures shall be paid 3d. per hour extra while so employed.

Men engaged bagging mixtures containing blood and bone shall be paid 1d. per hour extra while so employed.

(v) Workers handling or using second-hand bags shall be paid 1d. per hour extra while so employed.

*Right of Entry*

10. The secretary or other authorised representative of the union of workers shall with the consent of the employer (which consent will 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.

*Holidays*

11. (a) The following are the recognised holidays under this award: New Year's Day, Anniversary Day or another day in lieu thereof, 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 employed under this award at any time during the fortnight ending on the day on which the holiday occurs.

(d) Where any worker has been employed by more than one employer during the fortnight ending on the day on which any of the above holidays occurs, he shall be entitled to receive payment for the holiday from such one or more of those employers, and, if more than one, in such proportions as the Inspector of Awards determines.

*Payment of Wages*

12. Wages shall be paid not later than Thursday of each week and during working-hours, and each worker shall be supplied with full details of how his wages are made up. Any error or omission in the pay-sheets shall be adjusted within 24 hours of notification. When a worker is discharged or leaves he shall be paid all wages due immediately upon ceasing his employment.

*No Discrimination*

13. The employer shall not in the employment or dismissal of hands 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*

14. (a) An interval of 10 minutes for smoko shall be allowed morning and afternoon each day.

(b) Proper provision shall be made for dining and dressing accommodation and for drying wet clothes. The rooms so used shall be kept clean by the employer.

(c) Overalls, boots, and aprons shall be supplied to workers where necessary. Where such protective clothing is necessary but is not supplied, all workers other than in super-mixing and cutting out department and in acid plant and bottling store shall be paid 1½d. per hour allowance. Workers in super-mixing and cutting out department and workers in acid plant and bottling store shall be paid 3d. per hour allowance.

All protective clothing and goggles issued free of cost by the employer shall remain the property of the employer and upon the cessation of employment shall be returned to the employer or their value shall be deducted from wages due.

(d) Men called upon to work in any wet phosphate mixture shall be supplied with suitable footwear.

(e) Suitable washing accommodation shall be provided. Both hot and cold water shall be laid on.

(f) Sufficient drinking-water of good quality shall be provided.

(g) Lavatory accommodation shall be provided and kept clean, and toilet paper shall be provided.

(h) 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 bathrooms in a clean and tidy condition.

(i) A covered bicycle-stand shall be provided at each works. Workers shall be held responsible for their own bicycles.

(j) Goggles and stockinette shall be provided as mutually deemed necessary.

(k) Workers shall be supplied with respirators when mutually deemed necessary.

(l) Privileges at present in existence at each works shall remain in force.

(m) Adequate first-aid outfits shall be available at each works.

(n) If on any day a worker is ordered to start work other than overtime and the work done is less than four hours, he shall be paid as if he had worked four hours.

(o) The employer shall eliminate, as far as practicable, the dust attendant to the normal working of the industry.

(p) Each man shall be provided with a locker for the storage of his lunch, boots, clothes, and other personal property.

(q) Facilities for boiling water shall be provided in a convenient place at each works for the purpose of making tea.

(r) A clock shall be placed in the dispatch and grinding plant departments.

(s) All workers shall be allowed five minutes before knocking-off time to wash and change clothes.

(t) No worker covered by this award shall be required to work at night unless some other person is within sight or call.

(u) *Shifts*—In the event of a worker being required to work an extra shift, overtime rates shall be paid until there has been a clear break of eight hours between the time of ceasing work and commencing the new shift.

(v) Two towels per year shall be issued to each worker.

#### *Annual Holidays*

15. (a) The provisions of the Annual Holidays Act 1944 shall apply to workers covered by the provisions of this award.

(b) 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 should be allowed and paid for *pro rata*.

(c) Workers entitled to holidays or proportionate holiday allowance shall receive payment for same prior to the commencement of such holidays or on the termination of service, as the case may be.

(d) The employer may, if the worker agrees, make a cash payment in lieu of allowing the additional week or portion thereof as a holiday.

#### *Disputes*

16. 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 as to any matter whatsoever arising out of or connected with this award, every such dispute or difference shall be referred to a committee to be composed of two representatives of the union and two representatives of the employer concerned 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 the decision of such committee within 14 days after such decision has been made known to the party desirous of appealing.

#### *Unqualified Preference*

17. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within fourteen days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purpose of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

#### *Under-rate Workers*

18. (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*

19. 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.

*Term of Award*

20. 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 pay period commencing on or after the 20th day of February 1962, 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 13th day of September 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 12th day of April 1962.

[L.S.]

A. TYNDALL, Judge.

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*MEMORANDUM*

The award, which incorporates the terms of settlement arrived at by the parties, includes a clause designed to operate as an unqualified preference provision within the meaning of section 174 of the Industrial Conciliation and Arbitration Act 1954 (as amended by the Industrial Conciliation and Arbitration Amendment Act 1961). Section 174B directs that the Court in making any award shall insert therein an unqualified preference provision only if it is satisfied under the first alternative that such a provision has been agreed upon by all the assessors in the course of an inquiry into an industrial dispute by a Council of Conciliation. For the purposes of section 174B the Court is satisfied to accept the complete settlement arrived at by the parties and executed by or on behalf of all the assessors as proof that the unqualified preference provision has been agreed to by all the assessors, and clause 17 has therefore been incorporated in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.

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