

NORTHERN INDUSTRIAL DISTRICT (EXCEPT GISBORNE JUDICIAL DISTRICT)
LIME 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 Auckland Ceramic, Concrete, Builders and General Labourers and Related Trades Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned persons, firms, and companies (hereinafter called “the employers”):

Agricultural Lime Co. Ltd., Te Kuiti.

Beros Lime Works, Te Kuiti.

Hangatiki Lime Ltd., 513 Windsor House, Queen Street, Auckland.

Kaingaroa Lime Works, Kaingaroa.

Kopu Calcined Shell Lime Co. Ltd., Shortland Street, Auckland.

Okaihau Quarries Ltd., Okaihau.

Superfine Lime Co. Ltd., Te Kuiti.

Waitomo Lime Co. Ltd., Te Kuiti.

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 30th 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 10th day of May 1962.

[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, limeonite, 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. and 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 6½
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
Mechanical-shovel operators	6 6½
Drag-line scoop operators	6 2
Face-men required to work with ropes	6 1¼
Spallers	6 0½
All other workers	5 11½
Foremen 4s. per day extra.	
Leading hands in charge of four or more workers, 3s. per day extra.	
Workers employed unloading and trimming coal shall be paid 4d. per hour extra.	

(b) Men driving horses or vehicles 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.

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) of this clause.

For the purpose of this subclause 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 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.

Meal-money

6. The employer shall allow meal-money at the rate of 5s. per meal when workers are called upon to work overtime after 6 p.m.: Provided such workers cannot reasonably get home for their meals and return in the time allowed and provided, further, they have not been notified of such overtime in the day preceding the day on which they are required to work overtime.

Payment of Wages

7. (a) Except where otherwise arranged between the employer and the worker, wages shall be paid in full, weekly and in cash, in working hours, and not later than Thursday. All waiting time shall be paid for at ordinary rates; but for the purpose of this clause, Saturday, Sunday, or holidays shall not count as waiting time.

(b) In the event of pay day being a holiday, where practicable wages shall be paid under the same conditions as set out in subclause (a) of this clause on the day preceding the holiday: Provided, however, that if a holiday falls on a Friday wages shall be paid not later than the preceding Wednesday.

(c) A time-sheet showing the daily ordinary and overtime hours worked by each employee and any penalty rates payable, shall be kept by the employer and signed by the employee at the conclusion of the week's work.

Statutory Holidays and Annual Holidays

8. (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 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) The employer shall pay wages for the above holidays to all workers performing work coming within the scope of this award who have been employed by him at any time during the fortnight ending on the day on which the holiday falls.

(d) For work done on any of the holidays mentioned in subclause (a) of this clause 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 three hours.

(f) *Annual Holidays*—Holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944.

(g) (i) In addition to the holiday to which he is entitled under subclause (f) of this clause, a worker who has worked on shift work for a complete year shall be allowed an additional week's holiday on the same terms as to payment as are provided for in the Annual Holidays Act 1944.

(ii) In addition to the holiday to which he is entitled under subclause (f) of this clause, a worker who has not worked on shift work during the whole year, but for a portion of the year only, shall be allowed such proportionate part of such additional week's holiday as is commensurate with the time he has worked as a shift worker.

Termination of Employment

9. Not less than two hours' notice shall be given by either party of the termination of the employment. Nothing in this clause shall prevent the employer from summarily dismissing any worker for serious misconduct. In the event of any worker being dismissed, all wages due to him shall be paid immediately. Any worker leaving shall, on request, be paid the wages due to him within 24 hours. All waiting time beyond the prescribed time shall be paid for at ordinary rates; but for the purpose of this clause Saturday, Sunday, or holidays shall not count as waiting time.

Tools

10. All tools shall be supplied by the employer.

Refreshments

11. 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

12. Gumboots shall be supplied by the employer to workers when they are working in water or liquid slush or slurry over 2 in. in depth. A worker shall be paid an allowance of 4d. per hour when required to wear gumboots for not less than two hours in any day.

First-aid

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

Accommodation

14. 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

15. (a) Goggles and/or respirators shall, on request, be supplied to workers requiring 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 17 (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 3½d. 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 a worker substantially employed outside shall be paid an oilskin and clothing allowance of 3s. 6d. per week.

Variation of Duties

16. 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.

Disputes

17. 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.

Unqualified Preference

18. (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 14 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 purposes 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

19. (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

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 that part of the industrial district to which this award relates.

Scope of Award

21. This award shall operate throughout the Northern Industrial District except that portion thereof which is included in the Gisborne Judicial District.

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 22nd day of March 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 30th 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 10th day of May 1962.

[L.S.]

A. TYNDALL, Judge.

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 18 has therefore been incorporated in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.
