

**EAST COAST FARMERS FERTILISER CO. LTD. CHEMICAL-MANURE AND ACID WORKERS—AWARD**

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

In the Court of Arbitration of New Zealand, Wellington Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Awatoto Chemical-manure and Acid Workers Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned company (hereinafter called “the employers”):

East Coast Farmers Fertiliser Co. Ltd., Napier.

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 14th day of November 1967 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 20th day of December 1965.

[L.S.]

A. P. BLAIR, 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 all or part of his normal meal break he shall be paid at the rate of double time for the period so worked, with a minimum payment of a quarter of an hour, notwithstanding that he is subsequently allowed his meal 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 on Sunday or after midday on Saturday.

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

(c) 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.

(d) 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.

(e) 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.

## PART II—SHIFT WORKERS

### *Definitions*

4. 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*

5. (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, despatch department and in receiving raw materials one or more shifts of eight consecutive hours may be worked on any day of the week.

(c) 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 hours of work and of worker's 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

6. (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 two consecutive eight-hour shifts without a break of at least eight hours between such shifts, he shall be paid at overtime rates for the second shift.

(e) For time worked on Saturday time and a half rates shall be paid for the first three hours and double time thereafter. On Sundays double time shall be paid.

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

#### General Provisions

7. (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 5s. 6d. per shift extra.

#### PART III—ALL WORKERS

##### Wages

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

	Per Hour
	s. d.
(i) Men operating bulldozers .....	8 2
(ii) Men operating overhead cranes .....	8 2½
(iii) Workers operating rock phosphate grinding plants, serpentine rock grinding plants, broadfield plants or granulation plants .....	8 0
(iv) Acid plant assistants .....	8 1¼
(v) Workers operating bag weighers and mechanical bag sewers and despatch loaders or men employed as bag folders or screen men or bulk trimmers .....	7 10
(vi) Workers employed as weighbridge attendants .....	7 9½
(vii) Workers operating draglines .....	7 9
(viii) Workers operating front end loaders .....	8 1
(ix) Workers operating shunting tractors .....	8 1
(x) All other workers .....	7 9

(NOTE—The above rates take into account the working conditions associated with this industry.)

(b) On the 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 13 hereof, no deduction shall be made from this minimum payment except for the worker's default or absence on account of sickness or accident or any other deduction which may be agreed upon between the employer and worker concerned.

(c) 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 (ix) 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.

#### *Special Payments*

9. (a) *Contact Acid Plants*—(i) A worker cleaning or repairing the inside of any boiler shall be supplied with a clean boiler suit and shall be paid half ordinary rate in addition to the ordinary rate or overtime rate as the case may be.

(ii) All workers required to work in the converter removing or replacing catalyst shall be paid 1s. 1d. per hour extra while so employed in addition to the ordinary rate or overtime rate as the case may be.

(iii) Workers digging and removing sulphur or residual slag, whether solidified or not, out of a sulphur melter shall be paid 10d. per hour extra while so employed in addition to the ordinary rate or overtime rate as the case may be, with a minimum payment of four hours.

(iv) (1) *Hot Gas Filter*—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 4d. per hour extra while so employed.

(v) *Drying and Absorbing Acid Towers*—Any worker required to work in the acid towers where material is impregnated with acid shall be provided with suitable protective clothing and be paid half ordinary time in addition to the appropriate rate for the time at which the work is performed.

Other workers assisting from outside the tower and handling material impregnated with acid shall be supplied with suitable protective clothing and be paid 4½d. per hour extra while so employed.

(b) *General*—(i) Workers handling or using secondhand bags shall be paid 3¾d. per hour extra while so employed.

(ii) Workers discharging shipments of the following shall be paid the extra rates shown whilst so employed:

	Per Hour d.
Sulphur .....	10
Potash .....	4
Phosphate rock .....	4
Serpentine rock (dried rock on arrival) .....	4

Workers cleaning up after sulphur shipments shall be paid 10d. per hour extra while so employed for a maximum payment of eight hours per shipment.

(iii) Workers sieving or bagging sulphur shall be paid 10d. per hour extra whilst so employed.

(iv) Workers required to dig out den after breakdown shall be paid half ordinary rate in addition to the appropriate rate whilst so employed.

(v) A worker required to work in any confined space or place where the temperature exceeds 100 degrees Fahrenheit shall be paid 4d. 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.

(vi) Workers filling acid containers of any kind shall be paid 4d. per hour extra while so employed.

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

(d) Workers placed in charge of five or more other workers shall be paid 4½d. per hour extra while so employed.

(e) Leading hands in any department shall be paid 6½d. per hour extra.

(f) The extra payments prescribed in subclauses (d) and (e) of this clause shall be for the purpose of the calculation of overtime added to the workers' ordinary rates of wages.

(g) A clothing allowance of 1½d. per hour for all hours worked shall be paid to all workers bound by this award. Men in the acid plant shall receive 2½d. per hour. In addition, on condition that safety boots or safety shoes are worn at all times during employment, workers will be provided annually with up to two pairs at half cost.

#### *Meal Money*

10. (a) When any worker bound by this award is required to work overtime for more than one hour after the usual time for ceasing work or after 12 noon on Saturday, and has 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. 6d. in lieu thereof.

(b) When working protracted overtime hours either a suitable substantial meal shall be provided or 5s. 6d. meal money paid every four and a half hours that overtime continues, provided that workers are required to continue working after the meal interval, and provided, further, that the period of four and a half hours may be varied by agreement between the union and the employer.

(c) When a worker has been notified that he will be required to work overtime and the notice is subsequently withdrawn he shall be paid 5s. 6d. meal money; but this provision shall not apply in any case where the notice has been withdrawn four hours or earlier from the starting of such overtime.

#### *Holidays*

11. (a) The following shall be the recognised holidays under this Part of this award: Christmas Day, Boxing Day, New Year's Day, 2 January, Hawke's Bay Spring Show Day, Good Friday, Easter Monday, Anzac Day, Labour Day, and the birthday of the reigning Sovereign.

(b) For time worked on any of the above-mentioned 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 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 holidays occur.

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: Provided that all workers bound by this award shall receive three weeks' holiday on the completion of 10 years' continuous service with the company.

(f) 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.

(g) 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*.

#### *Payment of Wages*

12. (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*

13. (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 a 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 the employer from summarily dismissing a worker for misconduct.

#### *General Provisions*

14. (a) All workers shall be allowed five minutes before the completion of the day's work to wash and change clothes.

(b) (i) A smoko 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 shift. When work is continued for more than half an hour after the ordinary time of ceasing work the smoko shall be allowed on the expiration of two hours from the last interval.

(ii) No smoko 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 in each department.

(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, aprons, gumboots, water-proof coats, and leggings to carry out the work in question.

(f) A truck stacker shall be provided with a leather chest protector, a leather apron, gloves, and suitable arm protectors while so employed.

(g) A worker covered by paragraph (iv) of subclause (a) of clause 8 of this award shall be provided with gumboots 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 washhand basins to which hot and cold water shall be laid on.

(iv) Lavatory accommodation which shall be kept clean.

(v) Cool 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 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 provide a parking area for his workers' motorcars and shall do everything possible to protect such an area from dust and fumes.

(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.

(o) Nothing in this award shall be construed to reduce wages and privileges at present in existence.

#### *Youths*

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

#### *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 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 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 the district.

#### *Right of Entry Upon Premises*

17. 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, or to collect any fees, subscriptions, levies, or other charges payable to the union by any workers, but not so as to interfere unreasonably with the employer's business.

#### *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 seven 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 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.

(NOTE—Attention is drawn to section 174H of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

#### *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 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 parties named herein.

*Term of Award*

21. 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 17th day of November 1965, 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 14th day of November 1967.

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 20th day of December 1965.

[L.S.]

A. P. BLAIR, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Council of Conciliation.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 18 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. P. BLAIR, Judge.