

NORTHERN INDUSTRIAL DISTRICT COAL, COKE, FIREWOOD, ETC.
EMPLOYEES – AWARD

(Filed in the Office of the Clerk of Awards at Auckland)

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 Northern and Taranaki Labourers, General Workers and Related Trades Industrial Union of Workers (hereinafter called “the union”) and the undermentioned persons and firm (hereinafter called “the employers”):

Adams, F. V., 129 Commerce Street, Hamilton.

Bryant, A. W. Ltd, 23 Jervis Road, Ponsonby, Auckland 2.

Clare and Clare Ltd, Read’s Quay, Gisborne.

Hardie Bros. Ltd, 20 Walton Street, Whangarei.

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 11th day of August 1973 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 13th day of December 1972.

(L.S.)

A. P. BLAIR, Judge.

SCHEDULE

INDUSTRY TO WHICH AWARD APPLIES

1. This award shall apply to workers employed by persons, firms, and companies engaged wholly or partially in the wholesale or retail business of coal, coke, firewood, shingle, gravel, sand, lime, and cement, etc., sold either by wholesale or retail but shall not apply to workers covered by another award.

HOURS OF WORK

2. The ordinary hours of work shall not exceed 40 per week nor eight per day to be worked between 7.45 a.m. and 5 p.m. from Monday to Friday, both days inclusive.

OVERTIME

3. (a) Time worked in excess of the hours prescribed in clause 2 of this award shall be paid for at the rate of time and a half for the first three hours on any day (except as elsewhere provided) and double time thereafter: Provided that time and a half rates shall be paid for the first three hours worked on Saturday morning.

(b) All work done after noon on Saturdays shall be paid for at double rates.

(c) All time worked after five hours without an interval of half an hour for a meal shall be paid for at double rates until such time as the break occurs.

MEAL MONEY

4. (a) Not more than five hours shall be worked without a break of at least 45 minutes for a meal: Provided that this mealtime may be reduced to half an hour by mutual agreement between the employer, the union's representative, and a majority of the workers concerned.

(b) Workers called upon to work overtime on any day shall be paid a meal allowance of 90 cents where they have not been notified on the previous day of being required to work.

HOLIDAYS

5. (a) The following shall be recognised holidays, which shall be paid for at ordinary rates except when the holiday falls on a day other than an ordinary working day: New Year's Day and the day following, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Anniversary Day.

(b) 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 occurs.

(c) Where any worker has been employed upon work coming within the scope of this award 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.

(d) 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.

(e) Work performed on Sundays shall be paid for at double time rates. Work performed on any of the above holidays shall be paid for at double ordinary rates in addition to the ordinary wages.

(f) Annual holidays shall be granted in accordance with the provisions of the Annual Holidays Act 1944: Provided, however, that upon completion of two years' continuous service with the same employer each worker shall for the second and subsequent years be allowed an annual holiday of three weeks instead of the two weeks under the Annual Holidays Act. The third week's holiday may be taken in conjunction with or separately from the first two weeks as the employer may decide.

Payment for annual holidays shall be on the basis of the worker's average weekly taxable earnings for the year (or lesser period where practicable) immediately preceding his annual holiday entitlement: Provided that the holiday pay does not exceed the worker's ordinary pay plus 30 per cent and provided, further, that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday. For the purpose of calculation under this provision a divisor of 52 shall be used and the employer may fix a close-off date other than the anniversary date.

WAGES

6. (a) The following shall be the minimum rates of wages:

	Per Week \$
Sawyers employed on a weekly basis	52.00
Other workers employed on a weekly basis	50.40
Casual Workers —	
Sawyers	Per Hour (cents) 130
Other workers	126

Foremen or leading hands in charge of four or more workers shall receive 56 cents per day additional to the rates prescribed in this clause.

(b) "Casual worker" means a worker whose employment is for less than one week.

YOUTHS

7. Each establishment, employer, or firm shall be entitled to employ one youth. Additional youths may be employed in the proportion of one youth to each three adult employees at the following rates of wages:

	Per Week \$
From 18 to 19 years of age	29.00
From 19 to 20 years of age	34.60
Thereafter at adult rates.	

No youth under the age of 18 shall be employed.

PAYMENT OF WAGES

8. (a) All wages including overtime shall be paid weekly not later than Thursday in each week in the employer's time. Where a holiday is observed on a Friday, wages shall be paid not later than the preceding Wednesday.

(b) When a worker, other than a weekly worker, is not notified on the previous day that his services are not required on the following working day and he reports for work at the usual hour for commencing work and is not engaged, he shall be paid a minimum of three hours' wages at ordinary rates.

(c) Subject to subclause (b) of this clause, workers shall be paid for time they remain on the job after actually reporting and until they are notified by the employer or person in charge that their services are no longer required.

LIME OR CEMENT

9. Workers handling lime or cement shall be paid 6 cents per hour extra for time so employed.

TERMINATION OF EMPLOYMENT

10. One week's notice of the termination of employment shall be given by either party in the case of weekly workers, and two hours' notice shall be given in the case of casual workers. Any employer failing to give the requisite notice of termination of employment shall make a rateable payment in lieu thereof, but nothing in this award shall prevent an employer from dismissing a worker without notice for misconduct.

GENERAL

11. (a) 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, but not so as to interfere unreasonably with the employer's business.

(b) On request by the union secretary the employer shall furnish a list of employees, provided that such list may not be required at shorter periods than three months.

(c) Each employer shall provide accommodation and conveniences to the satisfaction of the Inspector of Awards to enable a worker to change his clothes and have his meals and to wash himself.

(d) Workers shall be allowed an interval of not more than ten minutes each morning and afternoon for refreshments, provided there is no full cessation of work.

(e) Piecework may be worked and the terms of such piecework to be arranged between the employer and the union. Failing an agreement the matter shall be referred to a disputes committee under clause 15 of this award.

(f) Boiling water shall be made available to workers by employers for preparation of hot drinks.

(g) After employment for one month as a weekly worker, an oilskin and clothing allowance of 60 cents per week shall be paid.

SICK PAY

12. (a) After 12 month's continuous service with the same employer, a worker shall be entitled in each subsequent year of service to sick pay for up to five days of his ordinary rate of pay. Such sick pay shall not be cumulative.

(b) The employer may require a claim for sick pay to be supported by a medical certificate.

(c) It shall be obligatory on the worker to ensure notice is given to the employer on the first day of absence due to illness.

(d) This clause shall not apply to absence covered by workers' compensation.

TIME SHEETS

13. The employer shall provide each worker with a book in which the worker shall enter daily his ordinary hours and any overtime worked, such entries to be initialled by the employer. Books shall remain the property of the employer. If the worker so requests the employer shall supply him with a copy of ordinary hours and any overtime worked.

ACCIDENTS

14. A modern first aid emergency case, fully equipped, shall be kept by the employer in a convenient and accessible place in the yard or shed. Minor accidents shall be reported on the time sheet.

DISPUTES

15. 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 has 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 specifically 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 mutually agreed upon or, in default or agreement, to be appointed by the Conciliation Commissioner for the district.

If the committee is unable to decide the question then the chairman shall give a decision or refer the matter to the Court.

Either side shall have the right to appeal to the Court against a decision of any such committee or chairman, 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

16. (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 a 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 do 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.

(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

17. (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 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 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

18. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every 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 district to which this award relates.

SCOPE OF AWARD

19. This award shall operate throughout the Northern Industrial District.

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 17th day of September 1972, 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 11th day of August 1973.

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 13th day of December 1972.

(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. The unqualified preference provision (clause 16) has been inserted in accordance with the agreement of all the assessors.

Advice has been received from the Remuneration Authority to the effect that it has consented in terms of regulation 17 of the Stabilisation of Remuneration Regulations 1972 to the agreed-upon rates of remuneration being incorporated in the award, and has also consented under regulation 15 to such rates continuing in force for less than 12 months from the date of making of the award.

The following statement of the assessors is recorded at their request:

“In view of the small number of workers subject to this award, our intention is to merge the coverage into the Northern Industrial District Builders and General Labourers Award in 1973. It is therefore desired that this settlement when made into an award should have a corresponding expiry date.”

A. P. BLAIR, Judge.