

WANGANUI HARBOUR BOARD **LABOURERS (OTHER THAN REGULAR HANDS)**.—AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Wellington, Nelson, and Westland Local Bodies', other Labourers', and Related Trades' Industrial Union of Workers (hereinafter called "the union") and the under-mentioned Board (hereinafter called "the employers") :—

The Wanganui Harbour Board, Wanganui.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, 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 from the day of the date hereof and shall continue in force until the 23rd day of December, 1941, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the duly appointed delegate of the Court hath hereunto set his hand, this 23rd day of December, 1940.

[L.S.] J. A. GILMOUR, Stipendiary Magistrate,
Acting as a duly appointed delegate
of the Court of Arbitration.

SCHEDULE.

Interpretation.

1. (a) This award shall apply to workers, other than tradesmen or workers covered by any other award or industrial agreement to which the Wanganui Harbour Board is a party which is in force at the date of the coming into operation of this award, who are employed by the Wanganui Harbour Board on work coming within the scope of this award.

(b) Workers covered by this award shall for the purpose thereof be deemed to be casual workers.

Hours of Work.

2. (a) The ordinary hours of work shall not exceed forty per week, to be worked between 7.30 a.m. and 5 p.m. Monday to Friday inclusive. All time worked in excess of eight hours in any day or forty hours in any week shall be classed as overtime.

(b) *Tidal Work.*—In the case of work affected by tidal conditions, the commencing and finishing times may be varied between the hours of 5 a.m. and 8 p.m., during which hours the first eight hours worked shall be ordinary time and paid for at ordinary rates. Such work shall be performed consecutively except for a meal period not exceeding one hour.

Rates of Pay.

3. The minimum rates of pay shall be as follows:—

(a) Labourers and other workers not specified, 2s. 5d. per hour.

(b) The following rates shall be paid to the under-mentioned workers in addition to the rate specified in sub-clause (a) hereof:—

Men handling or spreading asphalt tar or bituminous mixture, to be paid 1½d. per hour extra:

Feeding concrete-mixers, or handling, mixing, or spreading wet concrete, 1½d. per hour extra:

Men using automatic borers, drills, or picks on rock or concrete, 2d. per hour additional:

Provided that when such worker is required to use paint which has inflammable liquid content and/or other than ordinary zinc or lead paint inside any tank or other confined air space he shall be allowed spells without deduction of pay so that the total time actually worked does not exceed six hours per day.

(c) *Quarry-works*.—Men using explosives, 3d. per hour extra. All other workers, 2s. 5d. per hour.

(d) *General*.—While working in an excessively dusty or dirty place or in mud or water to such a degree that getting dusty, dirty, muddy, or wet becomes unavoidable, 3d. per hour additional shall be paid, with a minimum payment of 1s. for each day so employed.

While employed in a tank or other confined air space, 3d. per hour additional shall be paid, with a minimum payment of 1s. for each day so employed.

Increase in Rates of Remuneration.

4. All rates of remuneration, including overtime and other special payments, provided for in this award shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940 increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Overtime.

5. The overtime rates shall be time and a half for the first four hours and double time thereafter.

Meal-hours.

6. (a) Employers shall, wherever possible, allow a hot drink to be prepared during the morning and afternoon, provided there shall be no complete cessation of work.

(b) The midday meal shall be taken between 12 noon and 2 p.m. at such time as may be mutually agreed upon between the employer and a representative of the workers: Provided that not less than half an hour shall be allowed for the midday meal.

(c) Workers shall work during meal-time if required to do so by the employer and shall be paid time and a half for the time so worked: Provided that in no case shall a worker be employed more than five hours without being given the time usually allowed for a meal.

Holidays.

7. (a) The following holidays shall be allowed and paid for under this award (except those that fall on Saturday and Anzac Day when it falls on a Saturday or Sunday): New Year's Day, Anniversary Day, Waterside Worker's Picnic Day, Good Friday, Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day, Christmas Day, and Boxing Day. Should any of the foregoing holidays be observed on any day other than that upon which it falls, the provisions of this award shall apply to such substituted day instead of the original day.

(b) Payment shall be made at the rate of eight hours' ordinary time for each day.

(c) Workers who are required to work on any of the holidays specified herein shall be paid at the rate of double ordinary time for any time worked, such payment to be in addition to the payment for the holiday.

Payment of Wages.

8. Wages shall be paid weekly in accordance with general practice of the Wanganui Harbour Board.

Tar or Bitumen Work.

9. (a) Workers engaged in using tar, bitumen, or crude oil shall be supplied, where necessary, with gloves, overalls, gum boots, or other protective materials and also cleansing solvents.

(b) Where any worker commences to use any of the above-mentioned materials he shall be paid the prescribed rates for the remainder of the day irrespective of the time he is engaged.

(c) Five minutes at lunch-time and ten minutes at knock-off time shall be allowed to these workers to wash and change.

Travelling to and from Work.

10. (a) Workers required to work at a distance of more than two miles from the employer's depot at Castlecliff or such other point as may be agreed upon shall either proceed to and from such work or they shall be conveyed to and from such work at the expense of the employer, as the employer shall determine. Time reasonably occupied by the workers in travelling or time occupied in conveying the workers to and from such work beyond the two miles or beyond the worker's home, whichever is the less, shall be allowed and paid for by the employer.

(b) No worker residing less than two miles from the place where the work is to be performed shall be entitled to the allowance mentioned in subclause (a) hereof.

(c) For the purpose of this clause all distances shall be measured by the nearest convenient mode of access for foot-passengers.

Workers employed at Kaiwhaike Quarry.

In the case of workers employed at Kaiwhaike Quarry:—

11. (a) The employer shall at his option either provide the worker with suitable board and lodging or in lieu thereof pay him for each working-day the sum of 5s. 2d. Suitable board and lodging shall include the providing of wire mattresses and stretchers.

(b) Except as provided herein, the employer shall convey the worker free of charge or pay his fare to and from the quarry, but once only during the continuance of the work. If, however, the worker is withdrawn from such work by the employer, or if he returns therefrom requiring medical attention in consequence of accident or sickness arising out of or in the course of the employment and is in either case again required on the work, the employer shall again convey him or pay his fare to and from such work.

(c) Time occupied in travelling during the ordinary working-hours once each way shall be paid for at ordinary rates.

(d) Workers shall be refunded their return fare between the quarry and Wanganui once every four weeks.

Sanitary Accommodation and Shelter.

12. Where necessary, sanitary accommodation shall be provided, and also shelter-sheds, where necessary, for men to take their meals and change clothing.

Termination of Employment.

13. Two hours' notice of the termination of employment shall be given by either party.

Disputes.

14. The essence of this award being that the work of the employer 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 as to any matter whatsoever

arising out of or in connection therewith, every such dispute or difference as the same shall arise shall be referred to a committee to be composed of not more than three representatives of the employers and an equal number of representatives of the workers. The decision of the majority of the committee shall be binding, and if no decision is arrived at either party may appeal to the Court of Arbitration upon giving written notice of such appeal to the other party within fourteen days after the decision of the Disputes Committee.

Workers to be Members of Union.

15. (a) Subject to the provisions of section 18 (5) (b) of the Industrial Conciliation and Arbitration Amendment Act, 1936, 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 or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, 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 fourteen 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 wages, to examine the permit or agreement by which such wage is fixed.

Scope of Award.

17. This award shall apply only to the parties named herein.

Term of Award.

18. This award shall come into force on the day of the date hereof, and shall continue in force until the 23rd day of December, 1941.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the duly appointed delegate of the Court hath hereunto set his hand, this 23rd day of December, 1940.

J. A. GILMOUR, Stipendiary Magistrate,
Acting as a duly appointed delegate
of the Court of Arbitration.

[L.S.]

MEMORANDUM.

The only matters in dispute related to wages and retrospective payment. In view of the circumstances disclosed at the hearing, the rate has been fixed at 2s. 5d. per hour, the Court's standard rate for local-body labourers. I am unable to accede to the union's claim for retrospective payment of wages.

J. A. GILMOUR, Stipendiary Magistrate.