

NAPIER HARBOUR BOARD **CONSTRUCTION AND OTHER  
LABOURERS.**—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") :—

Napier Harbour Board, Napier.

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 as hereinafter provided and shall continue in force until the 1st day of April, 1942, 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 Judge of the Court hath hereunto set his hand, this 28th day of March, 1941.

[L.S.]

A. TYNDALL, Judge.

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SCHEDULE.

*Hours of Work.*

1. (a) Except where otherwise provided, forty hours shall constitute a week's work, to be worked on five days of eight hours each between the hours of 7.30 a.m. and 5 p.m. from Monday to Friday, both days inclusive.

(b) One hour shall be allowed for lunch each day, but the employer may agree with his workers to allow not less than half an hour for lunch.

(c) No worker shall be employed continuously for more than four and three-quarter hours in the morning or five hours in the afternoon without a stoppage for a meal, except providing that where a worker is required to work more than four hours without a meal he shall be allowed reasonable crib-time.

(d) When any special emergency arises, the employer may vary the starting-time of his workers.

*Rates of Pay.*

2. The following shall be the minimum rates of wages payable:—

	Per Hour.
	s. d.
(a) Ordinary labourers .. .. .	2 5
Workers on wharf construction.. ..	2 6

When employed—

	Per Hour
	Extra.
	s. d.
(i) Feeding concrete-mixer, or handling, mixing, or spreading wet concrete; using tar or bitumen; on dirty work; as, and classified as, boatmen, puntmen, and/or launchmen; operating air drill; as regular pile-frame workers after having worked on this job not less than two weeks; stripping boxing from understructure of wharves under construction ..	0 1
(ii) In charge of concrete-mixer; in charge of steel cutting, fabrication and/or cleaning steel; in charge Winget Weighbatch mixer; leading hand in charge other than specified elsewhere in this clause; as electric-winch driver or crane-driver over 10 b.h.p. ..	0 1½
(iii) Using explosives; in charge of electric steel-bar bender ..	0 2
(iv) Rope-splicing .. .. .	0 2½
(v) Working petrol vibrators ..	0 3

(b) Gum boots shall, where necessary, be supplied by the employer when the workers are working in water, slush, or in wet concrete over 1 in. in depth, and workers engaged in such wet places shall be paid 6d. per day additional on ordinary rates whilst working in such wet places.

(c) Workers employed on Bluff Hill, when working on face of hill and more than 40 ft. in height (slope measurement), shall be paid 1d. per hour extra.

(d) Bagging, loading, or unloading cement or coal shall be classed as dirty work; also, in any case where a worker is called upon to work in an excessively dusty or dirty place or in mud to such a degree that getting dusty, dirty, or muddy becomes unavoidable, such work shall be dirty work.

(e) Men employed in sinking shafts, sumps, pier holes, or working in trenches over 6 ft. in depth shall be paid not less than the following extra rates:—

	Per Hour Extra.	
	s.	d.
Over 6 ft. and up to and inclusive of 12 ft.	0	2
Over 12 ft. and up to and inclusive of 20 ft.	0	3
Over 20 ft., the last-mentioned rate plus 1d. per hour additional for every 10 ft. over 20 ft.		

#### *Increase in Rates of Remuneration.*

3. All rates of remuneration, including time and piece wages and 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.

#### *Payment of Wages.*

4. (a) Wages shall be paid weekly prior to or immediately on ceasing work on the regular pay-day.

(b) Any worker discharged before the end of the week shall, within one hour after such discharge, be paid whatever may be due to him for time worked.

(c) If a worker has to wait under clause 4 (b) for more than one hour, he shall be paid time and a half for the waiting-time over one hour.

#### *Stand by.*

5. (a) Any worker attending at the place of work and being stood down by reason of there being no work (other than on account of weather conditions) shall receive two hours' pay at ordinary rates, unless previously notified that his services were not required for the day. In the case of work not being proceeded with at the commencement of the day owing to bad weather conditions, workers so attending shall be paid for one hour.

(b) If workers are required by the employer to stand by in wet weather, they shall be paid half ordinary rates for the first thirty minutes and ordinary rates thereafter until definitely stopped.

*Overtime and Holidays.*

6. (a) All time worked outside of or in excess of the hours mentioned in clause 1 hereof shall count as overtime, and shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b) Work done on Sunday, New Year's Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Peoples' Show Day, Labour Day, Christmas Day, and Boxing Day shall be paid for at double time rates.

(c) All workers covered by this award shall receive and be paid for the following holidays: New Year's Day, Good Friday, Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day, People's Show Day, Christmas Day, and Boxing Day.

(d) Any statutory holiday observed on a day other than that on which it falls shall be the holiday under this award.

*Suburban Work.*

7. Workers shall be at the place where the work is to be performed at the time appointed for the commencement of work, but should such place be beyond two miles from the Port Ahuriri Post-office workers shall be paid for the time reasonably occupied by them in walking to and from such work beyond the two miles, or they shall be conveyed to and from such work at the cost of their employer; but workers residing less than two miles by a convenient mode of access for foot-passengers from the place where the work is to be performed shall not be entitled to the allowance mentioned in this clause. All such time shall be paid for at the rate of three miles per hour walked.

*Accommodation.*

8. The employer shall provide accommodation to the satisfaction of the Inspector of Awards to enable workers to change their clothes and have their meals. The employer shall also provide sanitary accommodation for workers, and shall make available drinking-water.

*Tools and Equipment.*

9. All tools and equipment shall be supplied by the employer.

*Right of Entry to Jobs.*

10. With intent to secure effective co-operation of this award in accordance with section 19 of the Industrial Conciliation and Arbitration Amendment Act, 1936, the union's representatives shall be allowed access to all jobs covered by this award, but not so as to interfere unreasonably with the employer's business.

*First-aid Outfits.*

11. Where more than two workers are employed, first-aid outfits, easily accessible, shall be provided for all jobs.

*Matters not provided for.*

12. Any dispute in connection with any matter not provided for in this award shall be settled between the employer and the president or secretary of the union, and in default of any agreement being arrived at the matter shall be referred to the Conciliation Commissioner for the district, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Conciliation Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

*Workers to be Members of Union.*

13. (a) 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: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(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.*

14. (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 wage, to examine the permit or agreement by which such wage is fixed.

*Scope of Award.*

15. This award shall extend to and be binding only on the parties named herein, or other parties who may subsequently be joined on the appropriate application being made, and shall be limited in operation to employers carrying on business within the limits of the Napier Harbour district.

*Term of Award.*

16. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of April, 1940, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 1st day of April, 1942.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereto set his hand, this 28th day of March, 1941.

[L.S.]

A. TYNDALL, Judge.

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MEMORANDUM.

The only matters referred to the Court related to wages and certain extra payments, and annual holidays. In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council. Wages have been made payable retrospectively, in accordance with the agreement of the parties.

The Court has brought the wages of ordinary labourers into line with the rate paid by most local authorities throughout the Dominion, and the wages of labourers on wharf construction into line with the rate applying to hourly workers on all construction work under the Wellington Harbour Board and to workers engaged on breakwater construction since 1937 under the New Plymouth Harbour Board.

Mr. Prime disagrees with the decision to award an extra rate of 1d. per hour to men on wharf-construction work.

A. TYNDALL, Judge.

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