

DUNEDIN (NINETEEN-MILE RADIUS) **LOCAL BODIES'**
LABOURERS.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland 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 Otago Labourers and Related Trades' Industrial Union of Workers (hereinafter called "the union") and the undermentioned Councils (hereinafter called "the employers") :—

Green Island Borough Council.
Mosgiel Borough Council.
Port Chalmers Borough Council.
St. Kilda Borough Council.
West Harbour Borough Council.

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 December, 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 5th day of February, 1942.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Hours of Work.

1. (a) Except where otherwise provided, an ordinary week's work shall be forty hours, to be worked between 7.30 a.m. and 5 p.m. on five days of the week, Monday to Friday, both days inclusive. An ordinary day's work shall not exceed eight hours.

(b) The interval for meals shall be a matter for mutual arrangement between the employer and the worker. The lunch interval shall not be less than thirty minutes. No worker shall work more than five hours continuously without an interval for a meal.

(c) In tunnel-work the hours of work shall not exceed eight hours per day, including half an hour for crib-time. A tunnel shall be 10 ft. or more in length.

(d) Six hours shall constitute a day's work where workers are working in wet places or in foul air, and shall be paid for as if the worker had worked eight hours. For the purpose of this clause a "wet place" shall be deemed to mean a place where the workers are working in water more than 2 in. in depth or where water is dripping on them.

(e) When men are required to work in wet places, the employer shall provide them with water-tight gum boots. Ten minutes shall be allowed to wash and change gum boots. Where it is necessary to wear gum boots, the worker shall be paid 6d. per day in addition to the ordinary rates of pay.

(f) When the weather is showery or stormy the men shall be allowed to take shelter during such showers or storms without any loss of pay. When men report for work and from any cause no work is available, they shall receive a minimum of two hours' pay.

Rates of Wages.

2. The following shall be the minimum rates of wages to be paid to the several classes of workers hereinafter specified:—

- (a) Labourers employed in tunnels 10 ft. or more in length, or in shafts or trenches of a depth of 6 ft. or over, or in timbering trenches, 2s. 7d. per hour.
- (b) Labourers employed on concrete work, pick-and-shovel work, sewer work, kerbing and channelling work, laying and cleaning drains, and all other work of the same kind, 2s. 5d. per hour.
- (c) Labourers employed in jointing gas or water mains, 2s. 6½d. per hour.
- (d) Labourers employed on hammer and drill work or in using explosives, 2s. 6d. per hour.
- (e) Labourers employed as tar workers (sprayer and broom), 2s. 6d. per hour.
- (f) Workers not otherwise specified and coming within the scope of this award, 2s. 5d. per hour.

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. Wages shall be paid weekly or fortnightly, as may be agreed. If any worker is required to go to his employer's office to receive his wages, he shall do so in his employer's time. If a worker is dismissed or leaves his employment he shall be paid his wages within a reasonable time after his ceasing work, but in no case shall the time exceed twenty-four hours.

Termination of Employment.

5. (a) If a worker's services are to be dispensed with, or if the worker should desire to leave his employment, one week's notice shall be given by the employer or worker (whichever the case may be) in the case of any worker who has been in the employer's service for one month or more.

(b) In the case of employees who have been employed for less than one month, one day's notice from either side shall suffice. In the event of the services of a worker being dispensed with, he shall not be deemed to have ceased to be employed until all wages due to him have been paid or made available by applying for same.

Sewer Maintenance.

6. (a) Labourers employed in sewers, foul or storm-water drains, shall be paid not less than 2s. 6d. per hour.

(b) Labourers employed dragging sewers and storm-water drains and cleaning mud-tanks, &c., shall be paid not less than 2s. 6d. per hour.

(c) When men are employed working in sewers, six hours shall constitute a day's work and shall be paid for as if the workers had worked eight hours. Jerseys and/or overalls shall be provided, and the present prevailing conditions shall remain in force for men engaged in this class of work.

Meal-money.

7. The employer shall allow meal-money at the rate of 1s. 6d. per meal when workers are called upon to work overtime, provided such workers cannot reasonably get home for their meals.

Tools.

8. All tools shall be provided by the employer.

Overtime.

9. Time worked beyond the hours mentioned in clause 1 hereof in any one day 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 double time thereafter.

Holidays.

10. (a) Workers shall receive and be paid for the following holidays when such holidays fall on an ordinary working-day: New Year's Day, 2nd January, Anniversary Day, Anzac Day, Good Friday, Easter Monday, the Sovereign's Birthday, Labour Day, Christmas Day, and Boxing Day.

(b) When any of the foregoing holidays, other than Anzac Day, falls on a Sunday, the following day shall be observed.

(c) Except where otherwise provided, any work done on any of the above holidays or on Sundays or Anzac Day shall be paid for at double time rates. Such payment shall be in addition to the payment provided for in subclause (a) hereof.

(d) In addition to the above holidays, workers covered by this award shall be granted a week's holiday on full pay during each year of service with the same employer: Provided that a worker leaving his employment or being dismissed at any time shall be entitled to a holiday, or equivalent of pay, proportionate to the time he has served. The computation of the period of service qualifying employees for the holiday provisions of this subclause shall date from the coming into force of this award: Provided, however, that nothing in the foregoing shall interfere with the existing holiday privileges enjoyed by an employee covered by this award.

(e) Such annual holiday shall be given in proximity to the Christmas or Easter holidays, or at such other time as is mutually agreed on.

Travelling-time.

11. Work shall commence and finish at the depot or yard of the employer, or at such other place that is mutually agreed upon between the employer and the union.

Accommodation.

12. Each employer shall provide, where reasonably necessary, accommodation to the satisfaction of the Inspector of Awards to enable workers to change their clothes and have their meals; and he shall also provide proper sanitary accommodation for them.

Accidents.

13. A modern first-aid emergency kit shall be kept by the employer in a convenient and accessible place in every place the Inspector of Awards shall deem necessary.

Right of Entry upon Premises.

14. Employers bound by this award shall permit the secretary or other authorized representative of the union of workers to enter at all reasonable times (to be mutually arranged between the employer and the union) upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

General.

15. (a) Not less than ten minutes shall be allowed employees covered by this award to partake of morning tea.

(b) It shall be a breach of this award for any employer to sublet work on piecework or co-operative contract, unless by mutual arrangement between the union and the employer concerned.

(c) An employer shall consider on its merits an application made by any worker with twelve months' service or more for payment for time lost through sickness, or an application to have his accident-compensation payments made up to his full wages.

Disputes Committee.

16. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary and/or other representative of the union, and in default of any agreement being arrived at, then such dispute 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 Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within fourteen days after such decision shall have been communicated to the party desiring to appeal.

Workers to be Members of Union.

17. (a) Subject to the provisions of section 18 (5) 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.

(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.)

Scope of Award.

18. This award shall apply to the parties named herein, and to such other parties as may be added by virtue of the provisions of the Industrial Conciliation and Arbitration Act, 1925, and its amendments.

Term of Award.

19. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of December, 1941, 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 December, 1942.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 5th day of February, 1942.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

This award embodies the terms of settlement arrived at by the assessors in Conciliation Council. Wages have been made payable retrospectively, in accordance with the agreement of the parties.

A. TYNDALL, Judge.