

NORTHERN INDUSTRIAL DISTRICT **CONCRETE-WORKERS.**—  
AWARD

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Auckland Brick, Tile, Pottery,

Clay, and Concrete-ware Employees' Industrial Union of Workers (hereinafter called "the union") and the under-mentioned persons, firms, and companies (hereinafter called "the employers") :—

Aitken's Concrete Works (G. W. Aitken), Carnovan Street, Gisborne.  
 B. and B. Concrete Co., Ltd., 25 Crowhurst Street, Newmarket, Auckland.  
 Bray, A. E., Mount Albert, Auckland.  
 Bryant, A. W., Customs Street West, Auckland.  
 Concrete Products, Ltd., 615 Dilworth Building, Auckland.  
 Cowperthwaite Ltd., 852 Three Kings Road, Auckland.  
 Craig, J. J., Ltd., 100 Queen Street, Auckland.  
 Cruickshanks, Crownhill, Milford, Auckland.  
 Firth Concrete Co., Ltd., 59 Lake Road, Frankton.  
 Funnell, W. R., 5 Great South Road, Auckland.  
 Hume Pipe Co., Ltd., Dilworth Building, Queen Street, Auckland.  
 McKenzie and Mason, Whangarei.  
 Mount Albert Concrete Works, Sandringham Road, Auckland.  
 Napier Concrete Co., Queen's Arcade, Customs Street, Auckland.  
 New Firth's Pumice Co., Ohinewai.  
 New Zealand Steel Pipe and Tank Co., Penrose, Auckland.  
 Ongarue Pumice Supplies, Ongarue.  
 Penman and Jeffrey, 19 Crowhurst Street, Newmarket, Auckland.  
 Petrous Tile Co., Penrose, Auckland.  
 Pyramid Concrete Co., Hamilton.  
 Reid Concrete Works, Manukau Road, Royal Oak.  
 Reid Concrete Works, Ngatea.  
 Roberts, G. C., Dive Crescent, Tauranga.

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 on the 1st day of May, 1944, and shall continue in force until the 1st day of May, 1945, 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 27th day of April, 1944.

[L.S.]

A. TYNDALL, Judge.

## SCHEDULE

### *Hours of Work*

1. (a) The ordinary hours of work for workers coming within the scope of this award shall not exceed forty hours per week, and shall be worked between 7.30 a.m. and 5 p.m. on five days of the week, Monday to Friday inclusive.

(b) Shifts of not more than eight hours per shift may be worked on five days of the week by arrangement between the employer and the workers' union.

### *Overtime*

2. Time worked in any one day outside the hours laid down shall be paid for at not less than one-half as much again as the ordinary rate for the first three hours and double time thereafter: Provided that the overtime rate shall not be less than 1s. 6d. per hour.

### *Definitions*

3. "Moulder" is a worker in charge of pipe-machines.  
 "Reinforcement-makers" are workers engaged in the manufacture of reinforcement cagings for pipes.

## Wages

4. (a) Adults: The minimum rates of wages for adult male workers shall be as follows:—

	Per Hour.	
	s.	d.
(i) Head moulder .. .. .	2	8½
(ii) Metal-reinforcement welders (hand) ..	2	8
(iii) Men on cement-spray guns .. .. .	2	7½
(iv) Junction fitters and makers .. .. .	2	7
Pattern or wooden-mould makers for concrete sundries .. .. .	2	7
(v) Mixers for concrete pipes, posts, and other concrete products .. .. .	2	6½
Moulders .. .. .	2	6½
Moulders lining iron or steel pipes with concrete .. .. .	2	6½
Men engaged on breeze-block machine ..	2	6½
Men mixing for precast stone .. .. .	2	6½
(vi) Metal-reinforcement welders (machine) ..	2	6
Metal-reinforcement makers .. .. .	2	7
Concrete-roofing-tile makers .. .. .	2	6
Assemblers for pipes .. .. .	2	6
(vii) Men engaged in the making of concrete and/or pumice coppers .. .. .	2	5½
(viii) All other workers .. .. .	2	5

(b) Youths: Youths may be employed in the proportion of not more than one to each three or fraction of each three fully-paid workers. In special circumstances this proportion may be altered by agreement between the union and the employer or, failing a mutual agreement, the matter may be referred to the Disputes Committee.

(c) Youths' wages:—	Per Week.		
	£	s.	d.
15 to 15½ years of age .. .. .	1	5	0
15½ to 16 years of age .. .. .	1	9	0
16 to 16½ years of age .. .. .	1	13	6
16½ to 17 years of age .. .. .	1	17	6
17 to 17½ years of age .. .. .	2	1	6
17½ to 18 years of age .. .. .	2	5	6
18 to 18½ years of age .. .. .	2	9	6
18½ to 19 years of age .. .. .	2	13	6
19 to 19½ years of age .. .. .	2	17	6
19½ to 20 years of age .. .. .	3	1	6
20 to 20½ years of age .. .. .	3	5	6
20½ to 21 years of age .. .. .	3	9	6
Thereafter adult rates.			

(d) Nothing in this clause shall operate so as to reduce the present rate of wages of any employee in the industry.

(e) Youths shall not be employed on sand or metal trucks or work of a like heavy nature.

### *Holidays*

5. (a) The following shall be observed as full holidays without deductions from pay: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, and Anniversary Day.

(b) Payment of wages for the said holidays shall be made to all persons who have been employed in the factory during the fortnight ending on the day on which the holiday occurs.

(c) Every person who is actually employed on any statutory holiday shall, in addition to the payment to which he is entitled under the foregoing subclause, be paid therefor in accordance with the Factories Act and its amendments.

(d) All employees coming within the scope of this award on completion of twelve months' service shall be allowed annual leave of five consecutive days. Workers whose service is terminated other than for misconduct after two months' service shall be entitled to a proportionate holiday or pay in lieu thereof.

(e) Where practicable, such holidays shall be given in proximity to the Christmas holidays, or such other time as is mutually agreed upon.

(NOTE.—Attention is drawn to the provisions of the Annual Holidays Act, 1944, which will apply to workers covered by this award as from the 1st August, 1944.)

### *Suburban Work*

6. (a) Suburban work means work performed outside a radius of one and a half miles from the employer's place of business, but does not in any case include work which comes within the definition of "country work."

(b) Workers employed on suburban work shall, at the expense of the employer, either proceed to and from such work or be conveyed to and from such work, as the employer shall in each case determine. Time reasonably occupied by the workers in journeying or being conveyed to and from work beyond the one and a half mile radius shall be allowed and paid for by the employer at ordinary rates.

(c) No worker residing within one and a half miles from the place where the work is to be performed by the nearest convenient mode of access for foot-passengers shall be entitled to the allowance mentioned in this clause.

(d) If any worker is required to use the ferry for the purpose of going to or returning from any place outside his employer's shop where the work is to be done his fare shall be paid by the employer.

(e) On suburban work where by reason of train, tram, or ferry service it is inconvenient to work the hours specified in clause 1 hereof it shall be competent for the employer and the workers to agree that the hours of work be extended: Provided that overtime must be paid for work done before 7.30 a.m. or in excess of nine hours in any day, or forty hours in any week.

### *Country Work*

7. (a) "Country work" means work done by a worker in such a locality as to necessitate his sleeping elsewhere than at his genuine place of residence in New Zealand.

(b) The provisions herein contained relative to country work shall apply whether or not the worker, prior to his accepting such country work, is already in the service of the employer, and whether the worker is engaged at the place where the work is to be done or elsewhere, and irrespective of the situation of the employer's usual place of business.

(c) The employer shall convey the worker free of charge or pay his fare to and from country work, 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 an accident or sickness arising out of and 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.

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

(e) The employer shall either provide the worker while on country work with suitable board and lodging or in lieu thereof pay him for six days of the week the sum of 5s. 6d. per day: Provided that where through circumstances within the control of the employer a worker is employed upon country work for less than six consecutive days the employer shall provide such board and lodging and may not elect to make such payment in lieu thereof.

(f) Notwithstanding anything contained in this award, an employer may agree with a worker that in respect of any specified country work the hours of work shall be different from or in excess of those prescribed in this award: Provided, however, that all time worked outside or in excess of such prescribed hours shall be considered overtime and shall be paid for at the rate of 1d. per hour in addition to the ordinary rates.

(g) The provisions of board and lodging or the payment in lieu thereof shall not be made over a longer period than three months in respect of any one job.

#### *Tools*

8. All tools shall be supplied by the employer.

#### *Payment of Wages*

9. (a) Wages shall be paid not later than Thursday of each week during working-hours.

(b) A worker working in any department where the rate is higher than in that in which he normally works shall receive the higher rate while so employed.

(c) No deduction shall be made from the wages of any worker paid at a weekly rate save for time lost through the worker's sickness, accident, or default.

#### *Termination of Employment*

10. All wages shall be paid on dismissal of the worker. When the worker leaves an employer of his own accord all wages due to him shall be paid by the employer within twenty-four hours.

#### *General Conditions*

11. (a) In the event of a worker being required to work overtime after 6 p.m., and being unable to get home for a meal, he shall be paid 1s. 6d. additional for tea-money.

(b) Employers shall provide dressing-sheds and lockers to enable workers to change and dry their clothes, also meal-rooms, and they shall also provide proper sanitary conveniences.

(c) Employers shall also provide a constant supply of fresh water for washing and drinking purposes, and facilities for boiling water at meal-times.

(d) First-aid equipment shall be kept at all plants.

(e) One man shall be deputed to boil water for workers' meals before such meal-times.

(f) Piecework and contract work shall be prohibited.

(g) Workers, when working in wet places, shall be supplied with gum boots, and, when necessary, gloves shall be supplied.

(h) Canvas or rubber aprons shall be provided where crude oil is being used.

(i) A milk ration of one quart a day shall be supplied to each man working duco-spray machines.

(j) Duco spraying shall be carried on in such a manner and place that it will not be injurious to other workers, and when this work is carried on in a confined space suitable fans shall be installed.

*Access to Works*

12. The president, secretary, or authorized collector of the union shall be permitted to interview employees during working-hours, but not so as to interfere unreasonably with the operations of the employer's business.

*Disputes*

13. 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 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. In default of agreement the dispute shall be referred to the Conciliation Commissioner for the district for decision.

Either side shall have the right to appeal to the Court within fourteen days after such decision has been made known to the party desirous of appealing.

*Extension of Hours under Factories Act*

14. Pursuant to the provisions of section 3 of the Factories Amendment Act, 1936, the limits of hours fixed by subsection (1) of that section are hereby extended upon the terms of this award in respect of every occupier of a factory bound or to be bound by this award.

*Workers to be Members of Union*

15. (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.)



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

*Increase in Rates of Remuneration*

17. All rates of remuneration, including time and piece wages and overtime and other special payments, provided for in this award shall be increased to the extent and in the manner prescribed by the two general orders of the Court made under the Rates of Wages Emergency Regulations 1940, and dated the 9th August, 1940, and the 31st March, 1942, respectively.

EXPLANATORY NOTE.—(1) The general order of the 9th August, 1940, increased *rates of remuneration* determined by awards and industrial agreements and apprenticeship orders by an amount equal to 5 per cent. thereof.

(2) (a) The general order of the 31st March, 1942, further increased *rates of remuneration* determined by awards and industrial agreements and apprenticeship orders (inclusive of the 5 per cent. increase provided

by the general order of the 9th August, 1940) by an amount equal to 5 per cent. thereof, but excluded from the increase such portion of the remuneration of each worker as exceeded—

- (i) The amount of £5 a week in the case of male workers twenty-one years of age and over;
  - (ii) The amount of £2 10s. a week in the case of female workers twenty-one years of age and over;
  - (iii) The amount of £1 10s. a week in the case of male and female workers under twenty-one years of age; and
  - (iv) The amount of £1 10s. a week in the case of apprentices under apprenticeship orders.
- (b) The increase in rates of remuneration provided by the order referred to in (a) hereof applied to the unexcluded portion of the remuneration of each worker, irrespective of his or her total weekly remuneration.

(3) The term "rates of remuneration" includes time and piece wages and overtime and any other special payments. The term "remuneration" means actual earnings, including time and piece wages and overtime and any other special payments.

#### *Application of Award*

18. (a) The provisions of this award shall apply to workers engaged in the manufacture of concrete and/or pumice articles, including pipes, kerbing, slabs, fencing-posts, wash-tubs, troughs, coppers, tanks, blocks, poles, air-vents, cisterns, tiles, precast stone, and any other article manufactured from concrete, pumice, or breeze.

(b) This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or 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 shall come into force on the 1st day of May, 1944, and shall continue in force until the 1st day of May, 1945.

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 27th day of April, 1944.

[L.S.]

A. TYNDALL, Judge.

## MEMORANDUM

The award embodies the recommendations made by the assessors in Conciliation Council.

In making the award the Court has had regard to the provisions of the Economic Stabilization Emergency Regulations 1942.

A. TYNDALL, Judge.

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