

**MARLBOROUGH, NELSON, AND WESTLAND LOCAL BODIES'  
GARDENERS, LABOURERS, AND OTHER WORKERS.—AWARD**

*[Filed in the Office of the Clerk of Awards, Wellington.]*

In the Court of Arbitration of New Zealand, Marlborough, Nelson, and Westland Industrial Districts.—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, Westland, and Marlborough Local Bodies, other Labourers, and Related

Trades' Industrial Union of Workers (hereinafter called "the union") and the undermentioned Councils, Committee, and Boards (hereinafter called "the employers") :—

Blenheim Borough Council, Blenheim.  
 Hokitika Borough Council, Hokitika.  
 Kumara Borough Council, Kumara.  
 Motueka Borough Council, Motueka.  
 Picton Borough Council, Picton.  
 Richmond Borough Council, Richmond.  
 Ross Borough Council, Ross.  
 Runanga Borough Council, Runanga.  
 Orawaiti Cemetery Committee, Westport.  
 Havelock Town Board, Havelock.  
 Tahunanui Town Board, Tahunanui.  
 Takaka Town Board, Takaka.  
 French Pass Road Board, French Pass.  
 Kenepuru Road Board, Kenepuru.  
 Greymouth Harbour Board, Greymouth.  
 Hokitika Harbour Board, Hokitika.  
 Motueka Harbour Board, Motueka.  
 Nelson Harbour Board, Nelson.  
 Brightwater Domain Board, Brightwater.  
 Mapua Domain Board, Mapua.  
 Murchison Domain Board, Murchison.  
 Riwaka Memorial Domain Board, Riwaka.  
 Wakefield Domain Board, Wakefield.

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 11th day of July, 1946, 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 11th day of July, 1945.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

##### *Industry to which Award applies*

1. This award shall apply to the work performed by the local bodies parties hereto.

##### *Hours of Work*

2. (a) Unless otherwise provided herein, a normal 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) Notwithstanding the foregoing, to provide a measure of elasticity, in the case of essential work or where subclause (a) hereof is not practicable because of climatic conditions, one hour extra may be worked without payment of overtime on any day from Monday to Friday inclusive, or four hours on Saturday: Provided that if a man is called out on Saturday morning he shall be given at least four hours' work or be paid for a minimum of four hours: Provided always that not more than forty hours are worked at ordinary rates of pay in any one week. For the purposes of this subclause a "week" shall be deemed to commence at 7.30 a.m. on Saturday and end at 5 p.m. on the following Friday.

In addition, notwithstanding the provisions of subclause (a) hereof, when men lose time through no fault of their own they may by mutual agreement if employed by the hour, but shall if employed by the week, if so required by the employer, make up so much of such lost time as may be possible by

working not more than one hour extra each day on any of the five days from Monday to Friday inclusive, and, if necessary, also four hours on Saturday morning. Where such lost time occurs on a Thursday or Friday it may be made up not later than 5 p.m. on the following Wednesday.

(c) In the case of tidal work the hours shall be such as are mutually arranged between the union and the employer concerned.

(d) Workers shall not be required to work longer than five hours without an interval for a meal. The ordinary interval shall be one hour, but by agreement between the employers' representative and the workers concerned it may be reduced to not less than thirty minutes.

#### *Emergency Work*

3. (a) Emergency work shall mean work necessitated by wind, rain, snow, storms, floods, tides, slips, and earthquakes and requiring immediate attention to keep open or restore essential services.

(b) In the case of such emergency work, and notwithstanding anything contained elsewhere in this award, the following provisions shall apply:—

(i) Except as provided in the following paragraph (ii), up to eight hours may be worked on any one day without payment of overtime and time and a half rates shall be paid beyond eight hours' work on such days.

(ii) On holidays provided in clause 9 (a) or after 12 noon on Saturdays, ordinary time (in addition to the holiday payment provided for in clause 9 (a)) shall be paid for the first eight hours, and time and a half beyond the first eight hours. Sunday work shall be paid for at double rates.

(c) Should any dispute arise under this clause as to the interpretation of "emergency work," the question shall be referred to the disputes committee provided for in clause 13 hereof.

#### *Wages*

4. (a) Workers may be employed on a weekly or hourly basis, but the employer shall notify the worker at the time of engagement whether he is a weekly or hourly worker.

(b) Each local body on request, shall supply the secretary of the union with a list of the weekly and hourly workers employed under this award.

(c) The minimum rates of pay for labourers and all other workers not specifically mentioned shall be £5 6s. 8d. per week in the case of weekly workers or 2s. 8½d. per hour in the case of hourly workers.

(d) A gardener or plant propagator is one who has served an apprenticeship of five years or who has been employed as a gardener or plant propagator for five years, or a worker who has been certified by a competent local authority to be a gardener or plant propagator, and shall be paid not less than 2s. 10½d. per hour. If any question arises as to the qualification of a worker under this clause, it shall be referred to a disputes committee.

(e) Workers whilst employed at any of the following classes of work shall receive the special payment hereinafter provided for the particular work in addition to their ordinary wage:—

- (i) Carrying, boiling, mixing, or coming in contact with free tar, bitumen, or asphaltic oils, 1s. per day; and such workers shall be supplied with boots, overalls, and cleansing oil, and, where required, with gloves. "Free tar, bitumen, or asphaltic oils" shall mean bitumen or asphaltic oil which is not enclosed in barrels or drums.
- (ii) Directing the nozzle or sprayer in spraying tar, bitumen, or emulsion, 2s. 6d. per day.
- (iii) Sinking shafts or trenches 6 ft. or over in depth or working in excavations requiring workers to shovel more than 6 ft. in height, 1½d. per hour.
- (iv) Working in a trench and responsible for the timbering, including placing of walings, struts, and supervising driving of sheeting, 3d. per hour.
- (v) Working as gangers or leading hands while in charge of three or more men, 1s. per day.
- (vi) Using explosives, 3d. per hour.
- (vii) Pipe laying or jointing, 3d. per hour.
- (viii) Refuse collecting or loading (other than driving), 3d. per hour.
- (ix) Engaged in cleaning sewers, 3d. per hour.
- (x) Engaged in cleaning septic tanks, 6d. per hour.
- (xi) Using pneumatic hammers or drills, mechanical rammers, borers, and breakers, 2d. per hour; and when working in quarries, 3d. per hour (without the extra payment provided in paragraph (xii) hereof).
- (xii) Working in quarries, crusher feeding, and crusher attending, 1d. per hour.

(xiii) Cemetery workers whilst engaged in disinterment or reinterment, 2s. 6d. per disinterment, or reinterment.

(xiv) Removing night-soil, 4s. per day or per night.

(xv) Scythe men (hand), 1½d. per hour.

(xvi) Tunnel workers, 3d. per hour.

(f) No deduction shall be made from the wages of any weekly worker other than for time lost through the worker's own default, sickness, or accident.

(g) No reduction shall be made in the wages of any worker at present employed by virtue of the coming into force of this award.

(h) *Variation of Duties.*—Nothing in this award shall prevent any worker covered hereby from doing work covered by another award: Provided that while so engaged he shall be paid at least the rate which is fixed in such other award where such rate is higher.

#### *Definitions*

5. (a) Nothing in this award shall apply to a foreman or overseer who does not perform manual work.

(b) A "working ganger" or "leading hand" is an employee who is in charge of three or more workers.

(c) *Wet Places.*—Six hours shall constitute a day's work where workers are working in wet places or foul air, and shall be paid for as if the workers had worked eight hours. A "wet place" shall mean a place where workers are standing in water 3 in. or more in depth, or where water other than rain-water is dripping on them; but if the employer shall provide the workers with overalls or gum boots, or both, the place shall not be deemed to be a wet place unless, owing to the depth of the water or soakage, the boots or overalls supplied do not adequately protect the worker. Workers employed under this subclause shall be paid 9d. per day extra, but this payment shall not apply to workers who work six hours and are paid for eight.

(d) *Tunnel-work.*—A tunnel shall mean any underground excavation that is over 15 ft. in length or any shaft or excavation over 15 ft. in depth.

#### *Bicycle Allowance*

6. Where a worker is required to use his bicycle, car, horse, or vehicle in the business of the local body, an allowance shall be made at such rate as is agreed on between an accredited

representative of the union and the responsible officer of the local body concerned. Failing agreement, the allowance shall be decided by the disputes committee.

#### *Tools*

7. All tools shall be supplied by the employers.

#### *Overtime*

8. Time worked beyond the hours mentioned in clause 2 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*

9. (a) Weekly workers shall receive the following holidays without deduction from pay: New Year's Day and the following working-day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and one other day to be mutually agreed upon. The employer shall notify the union of the day agreed upon.

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

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

(d) The provisions of the Annual Holidays Act shall apply to workers covered by this award.

#### *Termination of Engagement and Payment of Wages*

10. (a) All wages shall be paid on a regular day, weekly or fortnightly, in cash during working-hours. In the event of a worker being dismissed for reason other than misconduct, he shall be paid without delay; and when a worker leaves a job he shall, on demand, be paid within twenty-four hours of leaving. All waiting-time beyond the prescribed time shall be paid for at ordinary rates.

(b) In the case of weekly workers, one week's notice on either side shall terminate the engagement. In the case of casual workers, two hours' notice on either side shall terminate the engagement; but nothing in this clause shall apply to a worker dismissed for misconduct.

*Travelling-time*

11. If a worker is required to work at a distance of more than two miles from the employer's depot, or such other point in the case of each district, as may be agreed upon between the employers and the workers, the employer shall either—

- (a) Provide the worker with free transport to and from his work; or
- (b) Reimburse the worker any cost incurred by him in travelling to and from his work.
- (c) In addition, time occupied by the worker in travelling to and from his work in excess of fifteen minutes each way shall be deemed to be part of the day's work, and shall count as overtime, as the case may be.
- (d) No worker residing less than two 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.

*General Conditions*

12. (a) Where reasonably necessary, the employers shall provide accommodation to enable workers to change and dry their clothes and have their meals.

(b) Where necessary, sanitary accommodation shall be provided.

(c) Workers shall be allowed reasonable time to partake of a hot drink morning and afternoon while so working, providing there shall be no complete cessation of work on the job in hand.

(d) If hourly workers are required by the employer to stand by in wet weather, they shall be paid for such waiting-time until definitely sent home, with a minimum payment of two hours per day.

(e) The existing practice of each local body relating to sick-leave shall continue during the operation of this award.

(f) Workers engaged in working with automatic tools, such as drills, picks, hammers, vibrators, or similar appliances, shall be relieved periodically with other workmen, to ensure that any worker using such tools shall not be employed thereon for a greater number of hours than four in each eight hours of work.

*Disputes*

13. The essence of this award being that the work of the employer 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 with this award and not dealt with herein, 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 be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

#### *Piecework*

14. No work shall be done by piecework or on "labour only" contract unless by mutual agreement between the workers' union and the local employers' association.

#### *Meal-money*

15. Where a worker is called upon to work overtime later than one hour after his ordinary knocking-off time for the day, the employer shall either provide such worker with a meal or pay 2s. meal-money, provided such worker cannot reasonably get home for a meal, and provided, further, that he has not been notified of such overtime on the previous day. The rate prescribed herein shall not be subject to the provisions of clause 21.

#### *Timbering*

16. All timbering shall be done in accordance with the provisions of the Scaffolding and Excavation Act, 1922.

#### *Ventilation*

17. In all drives and tunnels adequate provision shall be made whereby workers at the face shall be supplied with fresh air equivalent to 30 cubic feet per man per minute.

#### *Workers' Representative*

18. Where he can lawfully do so, an employer bound by this award shall permit the secretary or other authorized officer 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 worker, but not so as to interfere unreasonably with the employer's business.

*First Aid*

19. A properly equipped first-aid emergency kit shall be kept in a convenient and accessible place.

*Oilskins*

20. Employers shall supply suitable oilskin raincoats to surfacemen when they are required to work in wet weather, and to workers required in wet weather to clear sumps, culverts, drains, or water-tables. Workers using oilskin raincoats shall be held responsible for any loss or damage due to wilful destruction or neglect.

*Increase in Rates of Remuneration*

21. The two general orders made under the Rates of Wages Emergency Regulations 1940, and dated the 9th August, 1940, and the 31st March, 1942, respectively, shall be deemed to be incorporated in this award and shall have effect according to their tenor.

*Under-rate Workers*

22. (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 of 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.

#### *Workers to be Members of Union*

23. (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.)

#### *Application of Award*

24. 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 the 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 districts to which this award relates.

#### *Scope of Award*

25. This award shall operate throughout the Marlborough, Nelson, and Westland Industrial Districts: Provided that nothing in this award shall apply to employees already covered by another award or industrial agreement which may be operative at the date of the coming into force of this award.

#### *Term of Award*

26. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of April, 1945, 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 11th day of July, 1946.

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 11th day of July, 1945.

[L.S.]

A. TYNDALL, Judge.

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#### MEMORANDUM

In making the award, which embodies the terms of settlement arrived at by the assessors in Conciliation Council, the Court has had regard to the provisions of the Economic Stabilization Emergency Regulations 1942.

Wages have been made payable retrospectively, in accordance with the agreement of the parties.

A. TYNDALL, Judge.

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