

HAWKE'S BAY LOCAL BODIES' 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, Westland, and Marlborough Local Bodies, other Labourers, and Related Trades' Industrial Union of Workers (hereinafter called "the union") and the undermentioned Boards and Councils (hereinafter called "the employers") :—

Central Hawke's Bay Electric-power Board, Waipukurau.
Dannevirke Borough Council, Dannevirke.
Dannevirke Electric-power Board, Dannevirke.
Dannevirke Hospital Board, Dannevirke.
Hastings Borough Council, Hastings.
Havelock North Town Board, Havelock North.
Hawke's Bay Electric-power Board, Hastings.
Hawke's Bay Hospital Board, Napier.
Napier Borough Council, Napier.
Taradale Town Board, Taradale.
Waipawa Borough Council, Waipawa.
Waipawa Hospital Board, Waipukurau.
Waipukurau Borough Council, Waipukurau.
Wairoa Borough Council, Wairoa.
Wairoa Electric-power Board, Wairoa.
Wairoa Hospital Board, Wairoa.
Woodville Borough Council, Woodville.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939, 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 31st day of March, 1947, 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 14th day of September, 1945.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to which Award applies

1. This award shall apply to the work done by the classes of workers mentioned in clause 3 hereof who are employed by the local bodies parties hereto.

Hours of Work

2. (a) Except where otherwise provided, the ordinary hours of work shall be forty per week, not exceeding eight per day, to be worked between the hours of 8 a.m. and 5 p.m. from Mondays to Fridays inclusive.

(b) When any special emergency arises the employers may vary the daily starting-time of their workers, but so that the eight-hour day and forty-hour week be not exceeded without payment of overtime.

(c) *Street-cleaners.*—Workers regularly employed as such may be worked on a forty-hour week by employing them on Saturday mornings for a period of four hours and granting them equivalent time off on an afternoon during the same pay-week, or they may be worked for thirty-six hours one week, and forty-four hours the following week, no overtime being paid for Saturday morning work. Not more than four street orderlies shall be employed on a Saturday morning, and then only according to roster.

(d) *Convenience Attendants, Motor-camp Attendants, Night-watchmen, and Pump Attendants.*—Workers regularly employed as such shall be employed on a forty-hour week on five eight-hour shifts on any five of the seven days of the week extending from Sunday to Saturday inclusive, no overtime being paid for work done for Saturday or Sunday work. The employer shall arrange the duties of such workers to ensure that no worker shall be on duty on two consecutive Saturdays or Sundays.

(e) *Reserves, Beaches, Playing-grounds, and Gardens.*—The hours of such workers may be extended over seven days, and any hours on duty on Saturdays or Sundays shall be paid for at ordinary rates, provided that forty hours on duty have not been exceeded in any pay-week. Overtime shall be payable for all time on duty in excess of forty hours in any pay-week.

(f) *Cemetery Workers.*—(i) Grave-diggers and men attending funerals shall work forty hours between 7 a.m. and 5 p.m. from Monday to Friday inclusive and between 7 a.m. and 12 noon on Saturday.

(ii) Workers who take charge of funerals on Saturdays and Sundays shall be rostered to have alternate Saturdays and Sundays off duty. Grave-diggers and labourers shall be rostered to work on every third Saturday, but overtime shall not be payable for such Saturday work (according to roster) between 7 a.m. and 12 noon. When Saturday morning is worked on roster, a half-day off duty shall be given during the week in lieu thereof. If Saturday morning work is not worked on roster, ordinary overtime shall be paid.

(g) Subject to the approval of the Court, any of the foregoing provisions as to hours of work may be varied in respect of any particular class of work by mutual arrangement between the employer and the union.

(h) *Special Engagements (Baths and Motor Camps).*—Notwithstanding anything contained elsewhere in this award, the hours of work and remuneration of workers engaged for seasonal periods for attendance at baths or motor camps shall be subject to mutual arrangement between the employer concerned and the union, provided such arrangements are settled prior to any engagement.

Wages

3. (a) All workers coming under this award (except those specified in subclauses (b), (c), and (d) hereof) shall receive a minimum weekly wage of £5 17s.

(b) All casual workers coming under this award shall be paid at the rate of 3s. 0½d. per hour.

(c) All first-class gardeners and plant-propagators shall receive a minimum weekly rate of £6 4s. per week.

(d) Refuse-collectors and tip-men shall receive a minimum weekly wage of £6 0s. 6d. per week for work during the hours prescribed in clause 2 (a) and shall be supplied with a waterproof coat, but they may be employed outside the clock-hours prescribed, provided they shall receive a minimum weekly wage of £6 4s., and shall be supplied with a waterproof coat.

Waterworks overseers and/or turncocks shall receive a minimum weekly wage of £6 9s. 3d.

Pumping-station attendants shall receive a minimum weekly wage of £6 9s. 3d.

Convenience attendants shall receive a minimum weekly wage of £6 0s. 6d.

Night-watchmen shall receive a minimum weekly wage of £6 0s. 6d.

Bath attendants shall receive a minimum weekly wage of £6 14s. 6d. (Local bodies where the population is not more than 4,000 shall be exempt from this provision.)

Cemetery sextons shall receive a minimum weekly wage of £5 18s. 9d. (Local bodies where the population is not more than 4,000 shall be exempt from this provision and shall pay the rate of 3s. 1½d. per hour to casual workers.)

Zoological workers, bird and animal attendants, shall receive a minimum weekly wage of £6 0s. 6d.

Men regularly employed on water reticulation shall receive a minimum weekly wage of £6 7s.

(e) In addition to the rates prescribed in subclauses (a) and (b) of this clause, the following classes of workers coming within the scope of this award shall receive the following rates:—

Drainlayers and/or caulkers: 1d. per hour extra.
Drainlayers and/or caulkers (dirty work): 2d. per hour extra.

Men using explosives: 3d. per hour extra.

Quarrymen, metal-pit workers, and men employed in excavations over 12 ft. and under 40 ft. in depth or face, provided such men are actually working on such face: 1d. per hour extra.

Quarrymen, metal-pit workers and men employed in excavations over 40 ft. in depth or face, provided such men are actually working on such face: 2d. per hour extra.

Gangers or leading hands: 2s. per day extra.

Bitumen or tar workers: 2s. per day extra.

Tunnel-men or timber-men: 3d. per hour extra.

Pumping-station attendants (part time): 3d. per hour extra.

Men employed in sinking sumps or pier holes over 6 ft.: 1d. per hour extra.

Men employed in feeding concrete mixer or handling, mixing or spreading wet concrete: 2d. per hour extra.

Grass-cutters (hand scythe): 2d. per hour extra.

(f) Men casually engaged on water reticulation: Laying mains, 2d. per hour extra; service repairs and well-sinking, 3d. per hour extra.

(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.

Employment of Youths as Horticultural Students

4. Youths may be employed under this heading at not less than the following rates of wages, provided that after three months' satisfactory probationary period articles of indenture are completed under the usual apprenticeship clauses:—

	Per Week.
	£ s. d.
Up to seventeen years of age ..	1 15 0
Seventeen to eighteen years of age ..	2 5 0
Eighteen to nineteen years of age ..	3 2 6
Nineteen to twenty years of age ..	3 15 6
Twenty to twenty-one years of age ..	4 9 0

Exemption from General Orders

5. The foregoing wage rates include the provisions of the general order dated 9th August, 1940, and the provisions of the general order dated 31st March, 1942, under the Rates of Wages Emergency Regulations 1940.

Definitions

6. (a) A foreman or overseer is a worker responsible for the carrying-out of the work and not performing manual work, and who may proceed from job to job, and who gives directions and/or instructions. Nothing in this award shall apply to such worker.

(b) A ganger or leading hand is a worker in charge of three or more other workers.

(c) *Wet Place*.—A “wet place” shall be deemed to be a place where workers are required to work in water over 2 in. in depth or where water other than rain-water is dripping on them.

(d) *Tunnel-work*.—A “tunnel” shall mean any underground excavation that is over 10 ft. in length or any shaft or excavation over 12 ft. in depth, or which requires timbering overhead.

(e) A “first-class gardener” is a worker who is competent to, or who is engaged to, do the work of a nurseryman, or a landscape gardener, or a plant-propagator. The employer shall supply the union with the name of any worker coming under this classification within one month after his engagement or after the date of this award.

(f) *Casual Workers*.—A casual worker shall be paid on an hourly basis. A “casual worker” is one employed for less than one week.

(g) *Weekly Workers*.—Weekly workers shall be paid on a weekly basis. A “weekly worker” is one employed for more than one week.

(h) In cases where men are employed on loan or special works, their classification shall be casual or weekly as mutually arranged between the local body concerned and the union.

(i) A tar or bitumen worker is a worker working with tar or bituminous substances.

(j) Men regularly engaged on water reticulation are men who work more than twenty-one hours in any one working-week on such work and who are engaged in laying mains or service repairs or well-sinking.

Varying Duties

7. (a) Where a worker is engaged for any period on more than one class of work he shall be paid at the rate specified for each class of work for the actual time he has been so employed on each class.

(b) 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.

Allowances for Motor-cars, Bicycles, &c.

8. (a) When a worker is required to use his own bicycle in conjunction with his work, he shall receive a bicycle allowance of 2s. per week.

(b) Workers required to use their own motor-cycles or motor-cars for the purposes of their employment shall receive an allowance as agreed upon between the worker and the employer, but any such agreement shall be subject to review between the employer and the union if necessary.

Tools

9. (a) All tools shall be supplied by the employers.

(b) Protective gloves and overalls shall be provided for workers engaged in the removing or disposing of refuse and to men engaged in clearing blocked sewers, or in nightsoil removal, or who come in contact with faecal matter. Employers shall keep in each convenience or rest-room in which attendants are employed a pair of suitable waterproof rubber gloves.

(c) Workers working with tar or bituminous substances shall be supplied with boots and overalls and oil for cleansing purposes where necessary.

(d) 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.

Overtime

10. (a) Work performed outside of or in excess of the daily or weekly hours specified in clause 2 hereof shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b) Except where otherwise provided, work performed on Sundays or holidays shall be paid for at double ordinary rates.

(c) Any worker who has completed a day's work and left the job and/or who in ordinary circumstances would not be on duty and who is called upon to resume duty shall be paid a minimum of two hours at overtime rates.

Holidays

11. (a) 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, the birthday of the reigning Sovereign (or any day substituted therefor), Labour Day, Christmas Day, Boxing Day, a show day, or one other day to be agreed upon by the employer and the union.

(b) When any of the foregoing holidays, except 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 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) The provisions of the Annual Holidays Act, 1944, shall be deemed to be incorporated in this award, and shall have effect according to their tenor.

(e) Workers whose duties are continually spread over a week of seven days shall be granted three weeks' holiday in lieu of the holidays provided in subclause (d).

Deductions

12. (a) Subject to the provisions of subclause (b) hereof, the employer may make a rateable deduction from the weekly wages prescribed for time lost by the worker through default, accident or sickness.

(b) Employees shall be entitled to be paid for five days' sick-leave during any year of service. If such payment is not made in any year, the leave may be accumulated to a maximum of fifteen days.

(c) If the absence from work extends for more than three days, the worker, if required by the head of the department concerned, shall supply a medical certificate to establish the reason and nature of the sickness.

Payment of Wages and Termination of Engagement

13. (a) Wages shall be paid weekly in the employer's time on a specified day of each week.

(b) All time workers are kept waiting for wages beyond the ordinary knock-off time on pay-day shall be paid for at overtime rates.

(c) 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.

Wet Places, Tunnels, and Underground Work

14. (a) Workers shall be supplied with gum boots in wet places.

(b) Six hours shall constitute a day's work in tunnel-work or when workers are working in wet places or foul air. Workers employed under this clause shall be paid for each shift of six hours as if eight hours had been worked.

Suburban Work

15. Workers shall be at the place where the work is to be performed at the time appointed for the commencement of the work, but should such place be beyond one and a half miles from the employer's chief or principal depot in any of the towns covered by this award the workers shall be paid for the time reasonably occupied by them in walking to and from such work beyond the one and a half miles, or they shall be conveyed to and from such work at the cost of their employers; but no worker residing less than one and a half miles by a convenient mode of access for foot-passengers from the place where the work is to be performed shall be entitled to the allowance mentioned in this clause. All time shall be allowed for at the rate of three miles per hour walked. On suburban work wages may be paid as agreed upon by the employer and the workers concerned in such work.

Sanitary Accommodation, Shelter, and First-aid Outfits

16. (a) Where necessary, sanitary accommodation shall be provided, and also shelter sheds where necessary, for men to take meals and change clothing.

(b) A suitable first-aid outfit shall be provided by the employer on all jobs or with each refuse-truck. A suitable stretcher shall be provided by the employer in each metal-pit or quarry.

Disputes

17. 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 the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

Workers to be Members of Union

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

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union, commits a breach of this award, and shall be liable accordingly.

(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

19. (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.

Application of Award

20. 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 that part of the industrial district to which this award relates.

Scope of Award

21. This award shall operate throughout that portion of the Wellington Industrial District which is comprised in the Provincial District of Hawke's Bay, and shall apply to Borough Councils, Town Boards, Hospital Boards, Power Boards, and cemetery trustees; but this award shall not apply to Harbour Boards or County Councils.

Term of Award

22. 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 there shall be a retrospective payment to each worker of 2s. 6d. per week for the period 1st October, 1944, to 31st March, 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 31st day of March, 1947.

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 14th day of September, 1945.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

In making the award, which embodies the terms of settlement arrived at either in Conciliation Council or by the representatives of the parties, 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.
