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WELLINGTON INDUSTRIAL DISTRICT (EXCEPT HAWKE'S BAY  
PROVINCIAL DISTRICT) **LOCAL AUTHORITIES' 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 Councils, trustees, and Boards (hereinafter called "the employers") :—

Ashhurst Cemetery Trustees, Ashhurst.  
 Bunnythorpe Cemetery Trustees, Bunnythorpe.  
 Carterton Borough Council, Carterton.  
 Feilding Borough Council, Feilding.  
 Foxton Borough Council, Foxton.  
 Greytown Borough Council, Greytown.  
 Johnsonville Town Board, Johnsonville.  
 Levin Borough Council, Levin.  
 Lower Hutt City Council, Lower Hutt.  
 Marton Borough Council, Marton.  
 Ohakune Borough Council, Ohakune.  
 Palmerston North City Council, Palmerston North.  
 Petone Borough Council, Petone.  
 Raetihi Borough Council, Raetihi.  
 Taita Cemetery Board, Lower Hutt.  
 Waverley Town Board, Waverley.

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 sets 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, 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 June, 1945.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

##### *Hours of Work*

1. (a) (i) The normal hours of work shall be forty per week, eight of which shall be worked on each of five days of the week, Monday to Friday, both days inclusive.

(ii) The normal hours shall be worked between the hours of 7.30 a.m. and 5 p.m. on five days of the week, Monday to Friday, both days inclusive.

(b) *Street-cleaners*.—These workers 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. The employer shall arrange the duties of such workers to ensure that no worker shall be on duty on two consecutive Saturdays. Where workers are required to work some of the specified weekly hours prior to 7.30 a.m. or after 5 p.m. on five days of the week or before 7.30 a.m. on Saturday they shall be paid 7s. 6d. per week additional to their ordinary pay if the weekly hours of work are not exceeded and if overtime payments are not made for such work.

(c) *Convenience Attendants, Night-watchmen, Rest-room Attendants, 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 on Saturday or Sunday. The employers shall arrange the duties of such workers to ensure that no worker shall be on duty on two consecutive Saturdays or on more than two consecutive Sundays.

(d) *Employees in charge of Reserves, Baths, Beaches, Playing-grounds, and Gardens; and Resident Sextons.*—The hours of such workers may be extended over seven days, and any hours of 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.

(e) 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.

(f) *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, providing any new arrangements are settled prior to any such engagement.

(g) The interval for meals shall be a matter for mutual arrangement between the employer and the employee.

(h) *Refuse-loaders and Tipmen.*—The work of these workers shall conform to the forty-hour week on five days from Monday to Friday inclusive, but where two consecutive days of non-collection of refuse occur, due to a statutory holiday falling on a Monday, or due to a group of holidays, then a full day shall be worked on the Saturday following such two days of non-collection at overtime rates as provided in the award.

### Wages

2. The minimum rates of pay shall be as follows:—

(a) For all labourers and other workers not specifically mentioned hereunder: 2s. 8½d. per hour or £5 6s. 8d. per week.

(b) The following rates shall be paid to the undermentioned workers in addition to the rate mentioned in subclause

(a) hereof:—

Scythe men shall be paid 1s. per day additional whilst actually engaged in mowing.

Men sinking shafts or trenches 6 ft. or over in depth shall be paid the following additional payments:—

6 ft. or over but under 10 ft., 1d. per hour.

10 ft. and up to 15 ft., 2d. per hour.

A worker (other than a ganger or a tunnel-man) required to act as the timber-man on excavation work shall be paid 3d. per hour additional for the time he is so employed.

Tunnel-men shall be paid 3d. per hour additional.

Men handling, mixing, or spreading concrete or compo shall be paid 1½d. per hour additional.

Refuse collectors or loaders, other than drivers, shall be paid 3d. per hour additional.

Working gangers shall be paid 2s. per day additional.

Certificated quarry-men using explosives shall be paid 2s. per day additional. Other quarry-men shall be paid 1s. per day additional.

Kerb-layers (men actually laying and fixing) shall be paid 2d. per hour additional.

Men on night-soil work or clearing septic tanks shall be paid 4s. per day or part of a day in addition to the ordinary rates.

Men clearing block sewers or coming into contact with faecal matter shall be paid 2s. 6d. per day extra.

Sanitary-drain layers, men working on water-mains 2 in. and over in diameter, and men laying service connections shall be paid 2d. per hour extra.

Compressor men and workers using power vibrators and mechanical rammers, borers, or breakers shall be paid 2d. per hour additional, and when used in quarries or tunnels, 3d. per hour additional.

Crusher-feeders shall be paid 1½d. per hour additional.

(c) The undermentioned workers shall be employed on a weekly basis and shall be paid the following rates of wages:—

	Per Week.		
	£	s.	d.
Pump attendants .. .. .	5	15	0
Gardeners or plant-propagators ..	5	10	0
Foremen gardeners .. .. .	6	0	0
Refuse-burners at destructor or tip-men	5	10	0
Greenkeepers, sextons, custodians, and caretakers in charge of playing-areas, baths (not seasonal), motor-camps, or recreation-grounds ..	5	10	0
Caretakers at waterworks or sewerage works .. .. .	5	15	0
Convenience or rest-room attendants—			
Male .. .. .	4	18	4
Female .. .. .	3	10	0

(d) No deductions shall be made from the wages of any weekly worker for loss of time other than for time lost through the worker's own default, sickness, or accident not arising out of the employment.

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

(f) The employer shall have the right to determine at the time of engagement whether the workers, or any of them, shall be employed at hourly or weekly rates of wages.

(g) Should an employer dismiss any worker (except for misconduct) within one month after having engaged him at a weekly rate, he shall nevertheless pay him at the prescribed hourly rate.

#### *Definitions*

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

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

(c) *Wet Place*.—A "wet place" shall be deemed to be a place where workers are required to work in water or slush over 3 in. in depth or in wet concrete or where water, other than rain, is dripping on them.

(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.

(e) *Gardener or Plant-propagator*.—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. If any question arises as to the qualification of a worker under this clause, it shall be referred to a disputes committee.

#### *Varying Duties*

4. (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 such classes 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.

*Tar-workers*

5. (a) Workers, other than sprayers and nozzlemen, whose clothes are unavoidably and materially damaged by tar or bitumen in the course of their employment shall be paid 1s. per day extra. Tar or bitumen sprayers or nozzlemen shall be paid 1s. 6d. per day extra while so employed.

(b) Workers employed in mixing, carrying, or boiling free tar or bitumen, and sprayers and nozzlemen, shall be supplied with boots, overalls, and oil.

(c) "Free tar or bitumen" shall mean tar or bitumen which is not enclosed in barrels or drums.

*Allowances for Motor-cars, Bicycles, &c.*

6. (a) Workers who are required to use their own bicycles for the purpose of their employment shall receive an allowance of 2s. per week or 6d. per day.

(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 union and the respective employer.

*Tools*

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

(b) Where necessary, workers employed removing or disposing of household refuse or rubbish shall be supplied by the employer with gloves.

(c) Where workers' hands come in contact with faecal matter, rubber gloves shall be supplied by the employer.

(d) A pair of rubber gloves shall be made available by the employer for the use of convenience attendants.

(e) Street orderlies and roadmen, when required to work outside in heavy rain, shall be provided with knee gum boots or water-proof boots.

(f) 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*

8. Work performed outside of or in excess of the daily or weekly hours specified in clause 1 hereof shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

*Holidays*

9. (a) Workers shall receive and be paid for the following holidays: New Year's Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day, and two other days to be mutually agreed upon. The employer shall notify the union of the two days agreed upon.

(b) When any of the foregoing holidays fall 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.

(d) Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act, 1944.

*Payment of Wages and Termination of Engagement*

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

(b) All time men 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. Nothing in this subclause shall be held to prevent the summary dismissal of a worker for serious misconduct.

*Wet Places; Tunnels, and Underground Work*

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

(b) Six hours shall constitute a day's work in tunnel-work 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.

*Travelling to and from Work*

12. (a) When 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 district as may be mutually agreed upon between the employer and workers—which agreement shall, if necessary, be reviewed by a representative of the New Zealand Employers' Federation and the workers' union—the employer shall do one or other of the following things:—

(i) Provide the worker with free transport to and from his work; or



(ii) Reimburse the worker any cost incurred by him in travelling to and from his work in excess of the two miles above mentioned.

(b) Time occupied by the worker in travelling to and from his work beyond the two miles fixed in subclause (a) hereof shall be deemed to be part of the day's work, and shall count as time or overtime, as the case may be. Notwithstanding the foregoing, where transport is provided or paid for by the employer in accordance with the provisions of subclause (a) hereof, fifteen minutes in going and fifteen minutes in returning shall not be counted as time worked.

(c) 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.

(d) Where necessary, the employers shall provide protection for men from rain, snow, or hail whilst they are being conveyed to and/or from work in the employer's vehicle.

#### *Sanitary Accommodation and Shelter*

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

#### *Matters not provided for*

14. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the local Conciliation Commissioner or such other person as may be agreed on by the parties concerned, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner or such other appointed person, 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.

#### *Timbering*

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

#### *Ventilation*

16. In all drives and tunnels where the air is bad, 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.

### *Accidents*

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

### *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 workers, but not so as to interfere unreasonably with the employer's business.

### *Increase in Rates of Remuneration*

19. All rates of remuneration, including time and piece wages and overtime and any 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.

*Workers to be Members of Union*

20; (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*

21. (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*

22. 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*

23. This award shall operate throughout the Wellington Industrial District, excepting that part thereof which is included in the Hawke's Bay Provincial District; but this award shall not apply to County Councils, Water-race Committees, Drainage Boards, Harbour Boards, Hospital Boards, River Boards, Road Boards, the Wellington City Council, the Wanganui City Council, or the Masterton Borough Council.

#### *Term of Award*

24. 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 1st day of April, 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 June, 1945.

[L.S.]

A. TYNDALL, Judge.

#### MEMORANDUM

The only matters referred to and settled by the Court related to holidays and special footwear for street orderlies and roadmen required to work in heavy rain. In other respects the award, with minor adjustments, 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; and in making the award the Court has had regard to the provisions of the Economic Stabilization Emergency Regulations 1942.

A. TYNDALL, Judge.