

WELLINGTON, MARLBOROUGH, NELSON, AND WESTLAND
ROOFERS, TILERS, AND FLOOR-LAYERS.—AWARD

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

In the Court of Arbitration of New Zealand, Wellington, 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 under-mentioned persons, firms, and companies (hereinafter called "the employers") :—

WELLINGTON INDUSTRIAL DISTRICT

Briscoe, E. W. Mills, and Co., Ltd., Jervois Quay, Wellington.

Christie, A., Ltd., 185 Willis Street, Wellington.

Neuchatel Asphalte Co. (Australasia) Pty., Ltd., 258 Thorndon Quay, Wellington.

Redpath, J. A., and Sons, Ltd., 118-122 Molesworth Street, Wellington.

Winstone Ltd., 12 Ghuznee Street, Wellington.

MARLBOROUGH INDUSTRIAL DISTRICT

Bartlett, A. S., Builder, Picton.
 Barnes and Co., Builders, Blenheim.
 Winstone Ltd., Blenheim.

NELSON INDUSTRIAL DISTRICT

Holbrook, S. and G. T., Ltd., 9 Hope Street, Nelson.
 Hughes, T. and Sons, Achilles Street, Nelson.
 Petrous Tile Co., Ltd., Wakatu Lane, Nelson.

WESTLAND INDUSTRIAL DISTRICT

McMillan, J. H., 15 Peel Street, Cobden, Greymouth.
 Westland Construction Co., Ltd., Gresson Street, Greymouth.

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 11th day of October, 1948, and shall continue in force until the 11th day

of October, 1949, 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 8th day of October, 1948.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply only to the classes of work prescribed in clause 3 hereof.

Hours of Work

2. The hours of work shall be forty weekly, eight hours daily between the hours of 7.30 a.m. and 5 p.m. on five days of the week from Monday to Friday inclusive.

Wages

3. (a) Roofers laying tiles, slates, or roofs of asbestos or bituminous materials, 3s. 7½d. per hour.

(b) Fixed-flooring workers—workers fixing tiles, linoleum, rubber, cork, or synthetic flooring-materials—3s. 7d. per hour.

(c) Bituminous and other labourers, 3s. 4½d. per hour.

(d) Labourers may be employed as improvers for a period of four years, but no employer shall employ more than one improver to every journeyman employed by him: Provided, however, that this proportion may be exceeded in particular circumstances with the consent of the union.

(e) An improver is a worker employed under the preceding subclause and shall be paid not less than the following rates:—

| | Per Hour. | |
|--------------------------------------|-----------|----|
| | s. | d. |
| During the first year of service .. | 3 | 2½ |
| During the second year of service .. | 3 | 4 |
| During the third year of service .. | 3 | 5 |
| During the fourth year of service .. | 3 | 6 |

(f) It shall be the duty of an improver to obtain and produce, on demand, to his employer or to any prospective employer full particulars of all time worked by him as an improver.

(g) The employer shall notify the union of the engagement and dismissal of any improvers.

(h) An improver who is placed in charge of a job with other workers under his control shall be paid not less than the journeyman's rate set out herein.

(i) Any worker in receipt of a higher rate of pay than set out herein shall not have his wages reduced whilst he remains in his present employment.

Payment of Wages

4. (a) Wages shall be paid weekly and immediately after ceasing work on the regular pay-day and not later than Thursday. All waiting-time shall be paid for.

(b) On country work or suburban work, wages may be paid as agreed upon by the employer and the workers concerned in such work.

(c) When a worker is discharged 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.

Termination of Employment

5. One hour's notice of the termination of employment shall be given by either side.

Overtime

6. (a) All work done in excess of the daily hours fixed in clause 2 of this award shall count as overtime and shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b) Any work done on Sundays or after 12 noon on Saturdays shall be paid for at double time rates.

(c) Any time worked in excess of five hours without an interval of half an hour for a meal shall be paid for at overtime rates.

(d) The employers shall endeavour to restrict overtime work if there are any members of the union out of work and available at the time, and the union undertakes, on request, to supply any labour that may be available.

Holidays

7. (a) The following holidays shall be observed and paid for as if worked: New Year's Day, Good Friday, Easter Monday, Labour Day, Christmas Day, Boxing Day, the birthday of the reigning Sovereign, Anzac Day, and Anniversary Day or a day in lieu thereof.

(b) Work done on any of the above-mentioned holidays shall be paid for at double ordinary rates in addition to the payment provided for in subclause (a) hereof, with a minimum payment of four hours.

(c) Should any of the above-mentioned holidays, except Anzac Day, be generally observed on any other day, the observance thereof shall, for the purposes of this award, be a sufficient compliance herewith.

(d) The terms of the Annual Holidays Act, 1944, shall apply to all workers covered by this award.

Suburban Work

8. (a) Where work is done by a worker elsewhere than at the yard of his employer, and at a place more than one and a half miles by the most convenient route from the employer's yard or the Te Aro Post-office or the chief or principal post-office in any other town, such worker shall be paid at ordinary rates for all time reasonably occupied by him in travelling beyond the starting-point agreed upon.

(b) Any worker being conveyed in his employer's conveyance from the starting-point fifteen minutes before starting-time and returning to the starting-point not later than fifteen minutes after knock-off time shall not be entitled to travelling-time. Any time in excess of this shall be deemed overtime and shall be paid for at travelling rates.

(c) All fares actually and reasonably incurred by a worker in travelling between the point agreed upon and the job shall be paid by the employer.

(d) No worker residing less than one mile from the place where the work is to be performed shall be entitled to the travelling-time or fares mentioned in this clause.

Country Work

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

(b) Workers required to proceed to country work shall be conveyed to and from the place of such work at the expense of their employer as often as they are required by the employer to proceed to and return from such work.

(c) Subject to the provisions of subclause (d) hereof, time occupied in travelling shall be paid for at the ordinary rates, but no worker shall be paid more than an ordinary day's wages for any day occupied in travelling, although the hours

occupied may exceed eight, unless he is on the same day occupied in working for his employer: Provided that any worker who is called upon to travel more than four hours on Saturday in journeying to a job shall be paid for eight hours, and in returning from a job on Saturday shall be paid for the time actually travelling, with a maximum of eight hours.

(d) Any worker who is called upon to travel to a country job on a Sunday shall receive payment for travelling-time at double time rates.

(e) Any worker employed on country work shall be provided with suitable board and lodging free of charge by his employer.

(f) When the work is situated less than fifty miles from the employer's place of business, the worker shall be refunded his return railway fare to and from the place of engagement once every four weeks during the continuance of the work. When the work is situated over fifty miles from the employer's place of business, the refund shall be made once in each three months.

(g) A meal allowance of 2s. 6d. for each meal shall be paid to workers travelling to and from country work.

(h) Notwithstanding anything contained herein, and subject to clause 7 (b) hereof, an employer may agree in writing with any worker that, in respect of any specified country work, the hours of work shall be other than those hereinbefore prescribed: 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 1½d. per hour in addition to the ordinary rates; and provided, further, that work done on any of the holidays named in this award or on a Sunday shall be paid for at double time rates.

(i) It shall not be competent for an employer to dismiss a worker in a town of his employment and offer him work at some other town without making payment of country allowance.

Travelling-expenses

10. Any worker required to commence work after the cessation of public wheeled traffic or before the ordinary time of starting such traffic, and any worker who may work continuously until after the cessation of public wheeled traffic and cease work before the ordinary time of starting such traffic, shall be paid for time occupied in travelling to and from his home, computed on three miles per hour, at

ordinary rates of pay. If a conveyance is provided for the worker by his employer, he shall not be entitled to payment for travelling-time. For the purpose of this award "public wheeled traffic" shall mean trams, buses, trains, or ferries ordinarily used by workers travelling to or from their work.

Accommodation

11. The employer shall, where necessary, make arrangements for sanitary accommodation, storage for workers' tools, and a place for workers to hang their clothes and take their meals. Boiling water shall be made available to workers at meal-times.

Stoppage of Work

12. (a) Any worker attending at the place of work and being stood down by reason of there being no work (other than on account of weather conditions) shall receive two hours' pay at ordinary rates, unless previously notified that his services were not required for that day.

In the case of work not proceeding at the commencement of the day owing to bad weather conditions, workers so attending shall be paid for one hour.

(b) If workers are required by the employer to stand by in wet weather, they shall be paid half ordinary rates for the first thirty minutes and ordinary time thereafter until definitely stopped.

General Provisions

13. (a) The worker who is responsible for carrying out the work and who gives instructions to the other workers shall be paid 2s. per day in addition to the rate provided for journeymen.

(b) The work of fixing battens for the carrying of tiles on roofs shall be deemed to be work covered by this award; but this shall not prevent this work being carried out by other workers by arrangement.

(c) When a worker is employed stripping or relaying an old slate or tiled roof which has been laid for over ten years, he shall be paid 3d. per hour in addition to the wages mentioned in clause 3 hereof.

(d) Workers engaged in using tar, bitumen, or crude oil shall be supplied (where necessary) with gloves, overalls, gum boots, or other protective materials, cotton-waste, and coconut-oil.

(e) Where any worker commences on any day to use tar or bitumen, he shall be paid the prescribed rates for all work done during the remainder of the day, irrespective of the time he is so engaged.

(f) Five minutes at lunch-time and ten minutes at knock-off time shall be allowed to these men to wash and change.

(g) Workers called upon to handle hot tar, hot bitumen, or any kind of hot asphaltic material shall be paid 1d. per hour in addition to the rates set out in clause 3 of this award.

(h) A sum of $\frac{1}{2}$ d. per hour shall be paid to all roofers as an allowance in respect of the supply and use of rubber-soled shoes.

(i) Workers employed inside tanks, ships' holds, cellars, or other confined spaces shall be paid 2s. per day in addition to the rates set out in clause 3 hereof.

Any worker working with pumice, charcoal, or silicate, or other insulating-material in connection with insulation work in confined or unventilated spaces, or where the air is impregnated with the dust of any materials, or employed in the freezing chambers or cool storage where the temperature is 40 degrees Fahrenheit or less, shall be paid 2s. per day extra while so employed, and shall be allowed ten minutes' spell after two hours have been worked continuously without any deduction from wages.

Piecework

14. (a) All piecework shall be prohibited.

(b) It shall be a breach of this award for any employer to enter into any contract or sublet any work coming within the scope of this award on a "labour only" basis, and any worker contracting or taking work on a "labour only" basis shall be guilty of a breach of this award.

Meal-money

15. (a) Employers shall allow meal-money at the rate of 2s. 3d. per meal when workers are called upon to work overtime after 6 p.m. on any day, provided such workers cannot reasonably get home for their meals, and provided, further, they have not been notified of such overtime on the day preceding the working of such overtime.

(b) Workers shall work during meal-times if required to do so by the employer and shall be paid time and a half rates for the time so worked: Provided that in no case shall a worker be employed for more than five hours without being given the time usually allowed for a meal.

(c) Employers shall, wherever possible, allow a hot drink to be prepared during the morning and afternoon, provided there shall be no complete stoppage of work.

Time-book

16. A time and wages book, showing the daily ordinary and overtime hours worked and the designation of the worker, shall be kept by the employer and signed by the worker at the conclusion of the week's work.

Disputes

17. 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 disputes 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 of 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.

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 the industrial districts to which this award relates.

Scope of Award

21. This award shall operate throughout the industrial districts of Wellington, Nelson, Westland, and Marlborough.

Term of Award

22. This award shall come into force on the 11th day of October, 1948, and shall continue in force until the 11th day of October, 1949.

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 8th day of October, 1948.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The principal matters referred to and settled by the Court related to wages (clause 3 (a), (b), (c), and (e)), termination of employment, stoppage of work, general provisions (clause 13 (a), (g), and (h)), and term of award.

The rates of remuneration prescribed in the award are not to be increased by the application of the provisions of the Court's general orders of 9th August, 1940, and 31st March, 1942.

A. TYNDALL, Judge.