

NORTHERN INDUSTRIAL DISTRICT CONCRETE-WORKERS—
AWARD

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Auckland Ceramic, Concrete, Builders' and General Labourers and Related Trades', and the Poverty Bay General Labourers and Related Trades' Industrial Unions of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies, (hereinafter called "the employers") :—

Aitken's Concrete Works (G. W. Aitken), Carnovan Street, Gisborne.
B. and B. Concrete Co., Ltd., 25 Crowhurst Street, Newmarket, Auckland.

Cowperthwaite Ltd., 852 Three Kings Road, Auckland.

Craig, J. J., Ltd., 100 Queen Street, Auckland.

Concrete Products, Ltd., 615 Dilworth Buildings, Queen Street, Auckland.

D. and C. Concrete Co., Ltd., Main Highway, Ellerslie, Auckland.

Firth Concrete Co., Ltd., 59 Lake Road, Frankton.

Franklin Concrete Products, Tuakau.

Hume Pipe Co., Ltd., Dilworth Buildings, Queen Street, Auckland.

Mount Albert Concrete Works, 1177 New North Road, Mount Albert, Auckland.

Napier Concrete Co., Queen's Arcade, Customs Street, Auckland.

Ngatea Engineering Co., Post Office Box 31, Ngatea.

Penman and Jeffrey, 19 Crowhurst Street, Newmarket, Auckland.

Petrous Tile Co., Station Road, Penrose.

Pyramid Concrete Co., Hamilton.

Reid Concrete Co., Morrinsville.

Roberts Concrete Yard, Dive Crescent, Tauranga.

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 17th day of December, 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 17th day of December, 1948.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Hours of Work

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

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

Overtime

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

(b) Overtime shall be calculated daily.

(c) Subject to the provisions of the Factories Act, 1946, in the event of a worker being required to work overtime after 6 p.m. and being unable to get home for a meal, he shall be paid 2s. 3d. additional for tea-money.

Definitions

3. "Moulder" is a worker in charge of pipe-machines.

"Reinforcement-makers" are workers engaged in the manufacture of reinforcements by welding process.

Wages

4. (a) The minimum wage for an adult male worker shall be £6 11s. 8d. per week: Provided that such a worker whose employment is for five consecutive working-days or less shall be classed as a casual and paid a minimum rate of 3s. 3½d. per hour.

(b) In addition to the rates prescribed in subclause (a), a worker shall be entitled to extra payments in accordance with the following scale for time worked on the classes of work stated:—

	Class.	Margin over 3s. 3½d. Per Hour.
		d.
(i)	Head moulder	3½
(ii)	Metal-reinforcement welders (hand) ..	3¼
(iii)	Men on cement-spray guns	2¾
(iv)	Junction fitters and makers	2¼
	Pattern or wooden-mould makers for concrete sundries	2¼
(v)	Mixers for concrete pipes, posts, and other concrete products	1¾
	Moulders	1¾
	Moulders lining iron or steel pipes with concrete	1¾
	Men engaged on breeze-block machine	1¾
	Men mixing for precast stone	1¾
(vi)	Metal-reinforcement welders (machine)	3¼
	Metal-reinforcement makers	2¼
	Concrete-roofing-tile makers	1¼
	Concrete-roofing-tile makers (hand) ..	2
	Assemblers for pipes	1¼
(vii)	Men engaged in the making of concrete and/or pumice coppers	¾

(c) A "working foreman," " ganger," or "leading hand" is a worker in control of at least four other men working as a gang and shall be paid the following rates per day extra while so employed—

	s.	d.
Four to five other men	1	9
Six to seven other men	2	0
Eight to nine other men	2	3
Ten or more other men	2	6

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

(e) Youths: Youths may be employed at the rates prescribed in subclause (f) of this clause in the proportion of not more than one to each three or fraction of three workers paid at the rates prescribed for adult male workers. If an employer employs youths and fails to comply with the foregoing requirements, then all workers employed by him under this award shall be paid the full rates prescribed in subclause (a) of this clause for any period during which he so fails to comply.

(f) Youths' wages:—	Per Week.		
	£	s.	d.
Sixteen to seventeen years of age ..	2	13	0
Seventeen to eighteen years of age ..	3	5	0
Eighteen to nineteen years of age ..	3	17	0
Nineteen to twenty years of age ..	4	10	0
Thereafter, adult rates.			

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

Holidays

5. (a) The following shall be observed as full holidays without deductions from pay: Christmas Day, Boxing Day, New Year's Day, 2nd January, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, and Anniversary Day.

(b) The attention of the parties is drawn to the provision of the Public Holidays Act, which deals with the transference of holidays which fall on a Saturday or a Sunday. This provision shall apply to workers covered by this award.

(c) Payment of wages for the said holidays shall be made to all persons who have worked for the employer during the fortnight ending on the day on which the holiday occurs.

(d) Where any worker has worked for more than one employer during the fortnight ending on the day on which the holiday occurs, he shall be entitled to receive payment for the holiday from such one or more of those employers, and if more than one, in such proportions as the Inspector determines.

(e) Time worked on any of the holidays above mentioned shall be paid for at the rate of double time in addition to any payment to which the worker is entitled under subclause (c) or (d) of this clause.

(f) All time worked on Sundays or after 12 noon on Saturdays shall be paid for at the rate of double time.

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

Tools

6. All tools shall be supplied by the employers.

Payment of Wages

7. (a) Wages shall be paid not later than Thursday of each week during working-hours. All waiting-time shall be paid for.

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

Terms of Employment

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

(b) In the case of weekly workers twenty-four hours' notice of the termination of employment shall be given by either party, and in the case of hourly workers two hours' notice of termination of employment shall be given by either party, but nothing herein contained shall prevent an employer from summarily dismissing a worker for misconduct.

(c) An employer may make a rateable deduction from the weekly wages prescribed in this award for time lost by a worker through sickness, accident, or his own default.

General Conditions

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

(b) Accommodation used by the workers shall be kept clean by the workers at the employer's expense.

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

(d) A modern first-aid emergency case shall be kept in a convenient place at all plants.

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

(f) Piecework and contract work shall be prohibited.

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

(h) Canvas or rubber aprons and boots or a suitable substitute shall be provided where workers are in continuous contact with excessive quantities of crude or used oil.

(i) A milk ration of 1 quart a day shall be supplied to each man working duco-spray machine.

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

(k) Oil-mixture for cleansing purposes shall be supplied at meal-times and knock-off time to workers employed at concrete-work.

(l) A paid interval of ten minutes shall be allowed each morning and afternoon.

Access to Works

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

Workers to be Members of Union

11. (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

12. (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.

Disputes

13. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side. In default of agreement, the dispute shall be referred to the Conciliation Commissioner for the district for decision. Either side shall have the right to appeal to the Court within fourteen days after such decision has been made known to the party desirous of appealing.

Application of Award

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

(b) This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial district to which this award relates.

(c) This award applies to workers engaged in the factory or yard, and if employed elsewhere on installation or maintenance work the provisions of the Builders' Labourers' or other appropriate award shall apply, and the provisions of such award relating to country or suburban work shall apply to such workers in accordance with their tenor.

Scope of Award

15. This award shall operate throughout the Northern Industrial District.

Term of Award

16. This award, in so far as it relates to rates of pay, shall be deemed to have come into force on the 1st day of December, 1948, 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 17th day of December, 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 17th day of December, 1948.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award embodies the terms of settlement arrived at in Conciliation Council.

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

A. TYNDALL, Judge.