

GREYMOUTH BOROUGH COUNCIL **LABOURERS**—AWARD

In the Court of Arbitration of New Zealand, Westland 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 under-mentioned Council (hereinafter called "the employers") :—

Greymouth Borough Council, Greymouth.

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 10th day of August, 1950, 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 10th day of August, 1949.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Interpretation

1. This award shall apply to the work in connection with the Greymouth Borough Council activities and to the workers for whom provision is made herein.

Hours of Work

2. (a) Ordinary hours of work shall not exceed eight, between 8 a.m. and 5 p.m. from Monday to Friday inclusive, with an interval of one hour for dinner: Provided that three men shall be available for cleaning-up work on Saturdays for four hours, before noon, at time and a half rates.

(b) Notwithstanding anything hereinbefore provided, it shall be lawful for the Borough Engineer or any officer acting on his behalf to agree with workmen employed on any work affected by the tide or other unavoidable circumstances, or any emergency work, that ordinary working-hours shall be other

than those hereinbefore mentioned. Payment of overtime shall not be required, provided the number of such other hours worked do not exceed eight on any day nor forty in any one week, and do not include any part of Saturday, Sunday, or any holiday referred to hereinafter. For the purposes of this provision the Borough Engineer or any officer acting on his behalf may arrange the workmen in shifts.

Wages

3. (a) The minimum rates of pay for all workers shall be £7 3s. 4d. per week in the case of weekly workers, or 3s. 7d. per hour in the case of hourly workers.

(b) Workers whilst employed at any of the following classes of work shall receive, in addition to the minimum rates referred to above in subclause (a), the special payment hereinafter provided for that particular class of work:—

Twopence per hour: Workers employed in shingle-pit at crusher, and crusher-feeding; workers operating a mechanical rammer; workers sinking shafts or trenches at a depth of 6 feet or over, or working in excavations requiring workers to shovel more than 6 feet in height; scythe-men.

Threepence per hour: Worker supervising and responsible for the placing of walings and struts and the driving of sheeting in a timbered trench; workers handling, mixing, or spreading concrete or compo; assistant gardener.

Fourpence per hour: Refuse-collector; workers cleaning sewers and open or closed storm-water drains which are in operation as part of the sewerage system of the borough; ganger in charge of a gang of four to ten workers exclusive of himself; leading worker employed in the construction of concrete manholes, sumps, and kerbing and channelling; workers mixing asphalt or working with bituminous binders; four workers, exclusive of the sprayer and the machine operator, engaged on machine tar or bitumen spraying work; shotfirer; one worker handling molten lead for pipe-laying.

Fivepence per hour: Leading worker employed in pipe-jointing in the laying or repairing of gas and water mains, sewers, and storm-water drains, and service connections to such mains, sewers, and drains; worker in charge of stone-crusher; ganger in charge of a gang of more than ten workers exclusive of himself.

Sixpence per hour: Storeman; turncock; drainlayer; workers pumping and distilling tar; worker operating the power driven sprayer, and the worker directing the nozzle from that sprayer in the spraying of tar, bitumen, or bituminous emulsion; screenman on tar-sealing of footpaths.

(c) Workers employed under clause 2 (b) hereof shall be paid one penny (1d.) per hour in addition to the scale rate as fixed herein.

(d) Shift-workers shall be allowed half an hour for "crib" without deduction from pay.

(e) Workers employed upon work for which payment shall be due at a higher rate than the general rate specified in sub-clause (a) of this clause shall be paid for the time worked only for such higher rate, with a minimum of four hours at that higher rate.

(f) Youths may be employed upon terms and conditions arranged between the employers and the union.

(g) Sexton: The hours of work, remuneration, and conditions of employment of the resident sexton shall be as arranged between the employers and the union, but the rate of wages shall not be less than £6 10s. per week, with free house, or allowance for same.

(h) A weekly worker is one employed for more than four consecutive weeks.

(i) Abattoir Workers:—	Payable from	Payable on
	17th March, 1949, to 31st May, 1949.	and from 1st June, 1949.
	Per Week.	Per Week.
	£ s. d.	£ s. d.
Head slaughterman ..	8 10 3	8 11 11
Assistant slaughterman	8 5 0	8 6 8
Stockman	7 19 9 plus	8 1 5 plus
	£1 5s. horse	£1 5s. horse
	allowance	allowance
	per week.	per week.

Long Service Recognition

4. Workers who have been in the employ of the Council for three years or who may subsequently attain a service of three years shall receive an additional payment of 3s. 4d. per week on the rates prescribed in clause 3 hereof.

Variation of Duties

5. 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.

Sick-payment

6. Subject to the provisions herein relating to holidays, weekly workers shall not be entitled to payment if absent from work without leave from the Borough Engineer, which leave shall be given in case of sickness or accident in respect of which payment is not due under the Workers' Compensation Act and may be for any period not exceeding one week.

A weekly worker shall be entitled to half-pay for up to twelve weeks after the expiry of the week referred to above, provided that there is produced a registered medical practitioner's certificate that the worker is incapacitated for that period: Provided that the payments of half-pay for twelve weeks following the first week of full pay shall be subject to any benefits derivable under the provisions of the Social Security Act or to any compensation or damages which may be payable on account of any accident in which the worker may be involved.

Holidays

7. (a) The following days shall be regarded as holidays—namely, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, Christmas Day, Boxing Day, Anniversary Day or a day in lieu thereof.

(b) When any holiday, other than Anzac Day, falls on a Saturday or a Sunday, the following day or days shall be observed.

(c) On holidays on which they are not required to work, workers shall be entitled to payment for the time which they would have worked upon that holiday at the lower rate earned on the last working-day prior to the holiday if more than one rate was earned upon that day.

(d) Any work done on any of the above holidays or on Sunday or on Anzac Day, shall be paid for at double time rates; such payment shall be in addition to the payment provided for in subclause (c) hereof.

For the purpose of computing the rates for overtime on holidays, the rates specified in the first paragraph of this subclause exclusive of payment provided for in subclause (c) hereof shall be deemed to be ordinary rates.

(e) Weekly workers with five years' continuous service as adult workers shall be granted twelve working days' annual holiday.

So long as it may be customary to close down all except essential works at Christmas, and for annual holidays to be taken at that time, such workers as may not have completed a full year of service at that time, or who would not complete a full year of service by the date of the expiration of the annual holiday period, shall be granted a holiday proportionate

to the time served, and any time lost by any worker from the expiration of the proportionate holiday to the time of commencing work by workers to whom full holidays have been granted shall not constitute a break in service. Workers affected by this clause shall not become eligible for any further annual holiday until the following Christmas: Provided that any such worker leaving his employment or being dismissed at any time shall be entitled to a holiday or equivalent of pay proportional to the time served since the preceding Christmas.

In other respects the provisions of the Annual Holidays Act, 1944, shall apply.

Overtime

8. The rates to be paid for overtime shall be:—

- (a) All time worked outside of ordinary working-hours or in excess of forty hours in any one week shall be paid for at one and one-half times the ordinary rate for the first three hours and double time thereafter.
- (b) In the computation of overtime each day shall stand by itself.
- (c) The minimum overtime payment shall be one hour.
- (d) When working overtime, an interval as may be agreed upon between the workmen engaged and the Borough Engineer shall be allowed for a meal about every four hours, for which interval payment shall not be due.
- (e) Overtime shall not be worked except in case of emergency and under instructions of the Borough Engineer, who shall be sole judge of what constitutes an emergency. Such instructions may be standing instructions applicable to any particular class of emergency.

Payment of Wages

9. Subject to such alteration as may be mutually agreed upon from time to time, wages-sheets shall be made out fortnightly to include all time worked up to midnight of Wednesday, and the pay-out shall be made in the employer's time not later than 5 p.m. of the following Thursday, either at the Town Clerk's office or at such place as the Borough Engineer may direct.

Any worker whose services may have been dispensed with or who may resign without notice shall be paid at the Town Clerk's office during working-hours as soon as may be after ceasing work.

The employers shall collect the union fee from workers when requested, and shall pay same to the union secretary.

Travelling-time

10. No travelling-time shall be paid for, except for such travelling as may be required in the course of employment during ordinary working or overtime hours. When a conveyance is provided, only actual time in travelling shall be paid for. When no conveyance is provided, the ordinary rates of wages shall be paid for the time occupied in travelling, the time occupied being based upon a travelling rate of four miles per hour.

Tools

11. All tools shall be found by the employers and shall be taken in charge by the workers to whom the same may be issued. Any tools not returned or accounted for to the satisfaction of the Borough Engineer shall be charged against such workman, and such charge shall be a debt due to the employers and recoverable accordingly.

Wet Places

12. (a) 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 or slush 1 in. or more in depth or in wet concrete, or where water other than rain 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 water or soakage, the boots or overalls supplied do not adequately protect the worker.

(b) When an employer elects to provide gum-boots in accordance with subclause (a) hereof, he shall pay to the worker 1s. per day in addition to his ordinary rate.

General Provisions

13. (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 a "smoke-oh" of ten minutes during the morning and afternoon, all workers to take it simultaneously except such as may be required to maintain the work in hand during the period.

(d) If hourly workers are required by the employers 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 for standing by in the forenoon and two hours for standing by in the afternoon.

(e) Any worker required to perform work of an unusually dirty or dangerous nature for which additional payment is not provided shall receive additional payment as agreed upon between the Engineer and a representative of the union. Should any dispute arise in connection with this subclause, it shall be decided in accordance with the provisions of clause 14 hereof.

(f) An allowance at the rate of £3 15s. per annum shall be made to all slaughtermen towards the cost of footwear (gum-boots or clogs): Provided that the employer may at any time, on giving notice to the union of its intention to do so, supply suitable footwear to slaughtermen in lieu of the aforesaid allowance.

Disputes

14. 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, 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

15. Piecework or "labour only" contracts shall be permitted by mutual agreement between the accredited local representatives of the union and the Borough Engineer.

Meal-money

16. Where a worker is called upon to work overtime later than one hour after his ordinary knocking-off time for the day, the employers shall either provide such worker with a meal or pay 2s. 6d. 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.

First-aid

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

Oilskins, Leggings, and Overalls

18. Workers (other than abattoir workers) shall be provided with oilskin coats and leggings; household and general refuse lifters shall be supplied with aprons, gloves, and goggles; men clearing drains, six workers, including sprayer and machine operator, engaged on machine tar or bitumen spraying, shall be supplied with overalls as required: Provided that not more than one article of such apparel shall be supplied to each worker in any one year.

Workers engaged in working with free tar or bituminous substances shall be supplied with boots and overalls.

Workers issued with any of the above articles shall be responsible for any loss or damage due to wilful destruction or neglect, and the same shall be returned to store on termination of service.

Workers to be Members of Union

19. (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

20. (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.

Bicycle Allowance

21. Workers who are required to use their own bicycles in the business of the employers shall be paid an allowance of 3s. per week.

Termination of Engagement

22. The employers shall give a worker one hour's notice or one hour's pay in lieu thereof prior to his dismissal. Each worker shall give his employers one hour's notice that he is about to leave his employment or shall forfeit in lieu thereof one hour's pay, to be deducted from wages due to him: Provided that in the event of a weekly worker with over three months' continuous service being suspended from duty for any

cause he shall have the right to appeal first to the departmental head and, failing satisfactory settlement, to the committee concerned before being dismissed from the employer's service.

Conservation of Employers' Interests

23. Every worker is required to conserve the employer's interests in every possible way, and shall report to the Borough-Engineer or other responsible officer any matter which in his opinion is likely to result in damage to public property, loss to the employers, or inconvenience or danger to the public. Any worker who shall neglect or fail to take all such reasonable steps as lie in his power to fulfil the obligation imposed upon him by this clause, and to report as aforesaid, shall render himself liable to summary dismissal.

Scope of Award

24. This award shall apply only to the parties named herein.

Term of Award

25. Except where otherwise provided, this award, in so far as it relates to wages, shall be deemed to have come into force on the 17th day of March, 1949, 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 10th day of August, 1950.

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 10th day of August, 1949.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

Apart from the adjustment to the rates of wages in clause 3 (i), for the purpose of giving effect to the Court's pronouncement of the 12th April, 1949, the award 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.

A. TYNDALL, Judge.