

MASTERTON MUNICIPAL EMPLOYEES—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 Borough Council (hereinafter called "the employers") :—

Masterton Borough Council, Masterton.

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, 1951, 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 28th day of September, 1949.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Interpretation

1. This award shall apply to labourers and other workers specified hereunder employed by the Masterton Borough Council.

Hours of Work

2. Except where otherwise specified, the hours of work shall be forty per week, 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) Parks and reserves—				Per Week.
				£ s. d.
Parks supervisor .. ..	..	..	8	9 5
First assistant .. ..	..	..	7	17 3
Second assistant .. ..	..	..	7	12 3
Other park employees .. ..	..	..	7	2 6
Gasworks—				Per Shift.
				£ s. d.
Leading stokers .. ..	..	..	1	12 7
Other stokers .. ..	..	..	1	10 9
				Per Week.
				£ s. d.
Service layers .. ..	..	..	7	6 7
Yardmen .. ..	..	..	7	6 7
Labourers employed in the vicinity of the gasworks or the yard			7	2 0
Rubbish-collector .. ..	..	..	7	7 3
All other workers not specified ..	..	..	7	2 0
Drainlayer .. ..	..	..	7	12 6
Turncock .. ..	..	..	8	0 5
Assistant turncock .. ..	..	..	7	3 9
Poundkeeper .. ..	..	..	6	6 1
Sexton .. ..	..	..	7	17 9
Abattoir caretaker .. ..	..	..	7	7 3
				(and free house)
Kerber .. ..	..	..	7	7 3
Tipmen .. ..	..	..	7	10 9

(b) In addition to the rates of wages set out above in connection with the following employees—Parks supervisor, poundkeeper—the Council shall provide each of them with a rent-free house.

(c) For each Sunday funeral the sexton shall be paid an additional 11s.

(d) Workers actually operating tar-spray and worker assisting, 9d. per hour extra.

Workers engaged in boiling or mixing asphalt, tar, or bituminous mixtures, and workers wheeling from the mixer shall be paid 2s. per day extra.

Workers actually handling tar for spraying, 2d. per hour extra.

Workers handling free tar or bitumen shall be paid 1s. per day extra and shall be supplied with cleansing oil.

Workers working with free tar or bituminous substances shall be supplied with boots, overalls, and oil for cleansing purposes ; but this shall not apply to street or other patching.

(e) Men engaged in cleaning septic tanks, 6d. per hour extra.

(f) Workers engaged in foul drains or in cleaning blocked sewers shall be paid 3d. per hour extra. Workers coming into contact with faecal or sewage matter shall be paid 2s. 6d. per day extra.

(g) Where workers are required to perform work of an unusually dirty, dangerous, or unpleasant nature, or carry extra responsibility not provided for in this award, any additional rate for such work shall be determined by the head of the department concerned: Provided that work already classed and paid for as dirty work shall not have that payment reduced by reason of this clause.

(h) Workers employed in feeding concrete-mixer or handling, mixing, or spreading wet concrete shall receive 2d. per hour extra.

(i) Grave-diggers shall be paid an additional 1s. 6d. per grave on their usual weekly rates. Such payment shall be deemed to be a comprehensive allowance for all unpleasant work attached to grave-diggers' duties, except disinterment and/or reinterment and wet places as defined in clause 9.

(j) A worker required to act as a ganger or foreman shall be paid 2s. per day or part of a day in addition to his ordinary rate.

(k) Scythe-men shall receive 2s. extra per day whilst so employed.

(l) Workers driving motor mowers shall receive 3d. per hour extra whilst so employed. Overalls shall be made available to workers whilst operating motor mowers.

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

(n) Workers who have been employed for a period of two years or more shall thereafter be paid a continuous service bonus of 5s. per week, provided that the stokers at the gasworks shall not receive this payment.

(o) Two shillings per shift shall be paid to shift-workers at gasworks employed on the midnight to 8 a.m. and the 4 p.m. to midnight shift. Should the present shift hours be altered during the currency of this award, the workers engaged on two of any amended shifts shall be paid the shift rate of 2s.

Overtime

4. (a) All work done outside of or in excess of the hours prescribed in clause 2 hereof shall be considered overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter, except as hereinafter provided.

(b) Gasworks stokers shall be excluded from the provisions of this clause, also skeleton staff required at the gasworks on Saturdays. Such workers shall be paid in accordance with the overtime provisions of the Factories Act.

(c) Refuse-collectors shall be permitted to start at 6 a.m. and street-sweeper at 5 a.m. during the summer, and half an hour later in each case during winter months, and overtime rates shall not apply to these workers: Provided that not more than eight hours shall be worked in any one day and necessary time off allowed for meals.

Holidays

5. (a) The following holidays shall be observed and shall be paid for as if worked: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Labour Day, the birthday of the reigning Sovereign, and two other days to be mutually agreed upon.

(b) When any holiday falls on a Sunday, the following day shall be observed as the holiday.

(c) When Anzac Day falls on a working-day, payment shall be made as for a day worked, but if a worker works on that day he shall be paid a day's pay in addition to his ordinary pay.

(d) Any work done on any of the above holidays or on Sundays shall be paid for at double time rates, except that in gasworks payment shall be made in accordance with the relevant provisions of the Factories Act.

(e) The provisions of the Annual Holidays Act shall apply to all workers coming within the scope of this award.

(f) The turncock and poundkeeper and park custodian shall have one clear day's holiday every week and shall be excluded from the clock-hours mentioned in clause 2.

(g) The provisions of the Public Holidays Act, 1910, and its amendments, shall apply to workers employed under this award.

Disputes

6. 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 specifically 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.

Payment of Wages

7. All wages shall be paid fortnightly in cash on the job, at the Council offices, or such other place as may be arranged from time to time. Payment shall be made during working-hours not later than Thursday. In the event of a worker being dismissed, he shall be paid all wages due to him within one hour.

Accidents

8. A modern first-aid emergency case, fully equipped, shall be provided and maintained by the Borough Council in a convenient and accessible place.

Wet Places

9. Workers working in a wet place shall receive 1s. per day extra.

A "wet place" shall be deemed to be a place where workers are standing in water two inches or more in depth, or where water, other than rainwater, is dripping upon them; the employer shall provide such workers with overalls, water-tight gum boots, or both.

In tunnel work six hours shall constitute a day's work where workers are working in wet places within the meaning of this clause or in foul air, and shall be paid for as if the workers had worked eight hours.

Workers to be Members of Union

10. (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.)

Variation of Duties

11. Nothing in this award shall prevent any worker covered by it from doing work covered by another award or agreement: Provided that while so engaged he shall be paid at least the rate which is fixed in such other award or agreement.

Workers Receiving More Than the Minimum

12. In the case of employees at present employed by the Borough Council herein and who are receiving more than the minimum rate provided herein, their wages shall not be reduced by virtue of this award.

General Provisions

13. (a) Employers shall provide suitable oilskin raincoats and gum boots 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 oil-skin raincoats and gum boots shall be held responsible for any loss or damage due to wilful destruction or neglect.

(b) A worker required by the employer to use his own bicycle or vehicle in conjunction with his work shall receive an allowance for same as shall be mutually agreed between the parties. In the event of failure to make any arrangement or to agree, the matter shall be referred to a disputes committee as provided for in clause 6 hereof.

Scope of Award

14. This award shall apply to the Masterton Borough Council and to contractors carrying out work on behalf of the Borough.

Term of Award

15. This award, in so far as it relates to wages, shall be deemed to have come into force on the 20th day of July, 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 31st day of March, 1951.

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 28th day of September, 1949.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The assessors in Conciliation Council requested that the provisions of the award relating to wages should be made retrospective to the 13th July, 1949. In view of the provisions of section 89 (8) of the Industrial Conciliation and Arbitration Act, 1925, as amended by section 21 of the Statutes Amendment Act, 1948, the Court has provided for retrospective operation to the 20th July, 1949, as the currency of the existing award did not expire until the 19th July, 1949.

Apart from the above, the award embodies the terms of settlement reached in Conciliation Council.

A. TYNDALL, Judge.