

OTAGO AND SOUTHLAND **ROOFERS, TILERS, AND SLATERS—**
AWARD

In the Court of Arbitration of New Zealand, Otago and Southland 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 Otago and Southland Brick, Tile, Pottery, and Concrete-goods Makers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies, (hereinafter called "the employers") :—

Abbotsford Tileries Ltd., Bridgeman Street, Kensington, Dunedin.

Briscoe and Co., Ltd., Crawford Street, Dunedin.

Gorrie Tile Co., Ltd., David Street, Caversham, Dunedin.

Petrous Tile Co., Ltd., Princes Street, Dunedin, and Esk Street, Invercargill.

Ramsay, R. C., 40 Avenal Street, Invercargill.

Samson Bros., 28 Macandrew Road, Dunedin.

Southern Cross Tile Co., Ltd., Tewsley Street, Dunedin.

Stuart, Donald, Ltd., 82 Bond Street, Dunedin.

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 5th day of October, 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 9th day of November, 1949.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to workers engaged in the setting-out of roofs, battening same, laying tiles, slates, ridging, pointing same, wiring, fixing asbestos sheets and slates, laying fibrous or bituminous roofs, or fixed flooring.

Hours of Work

2. Forty hours shall constitute an ordinary week's work. Eight hours shall constitute an ordinary day's work. The ordinary working hours shall be between the hours of 7.30 a.m. and 5 p.m. on five days of the week, from Monday to Friday inclusive.

Overtime

3. All time worked in any one day outside or in excess of the hours prescribed in clause 2 hereof shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

Holidays

4. (a) The following days shall be observed as holidays and shall be paid for at ordinary rates, notwithstanding that no work is done: New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Christmas Day, Boxing Day, the birthday of the reigning Sovereign, Anniversary Day or a day in lieu thereof.

(b) Work done on any of the above days, on Sundays, and on Saturdays after mid-day, shall be paid for at double ordinary rates.

(c) Should any of the abovementioned holidays except Anzac Day fall on a Saturday or on a Sunday it shall be observed on the next succeeding day or days.

(d) An annual holiday shall be granted workers in accordance with the provisions of the Annual Holidays Act, 1944, and its amendments.

Wages

5. The minimum rates of wages shall be as follows:—

	Per Hour.
	s. d.
(a) Roofers and fixed-flooring workers ..	3 11
(b) Labourers	3 6

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

(d) 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 6
During the second year of service ..	3 7½
During the third year of service ..	3 8½
During the fourth year of service ..	3 9½

(e) The employer shall notify the union of the engagement or dismissal of any improvers.

Payment of Wages

6. (a) Wages shall be paid weekly, not later than Thursday, and in the employer's time.

(b) When a worker is discharged he shall be paid without delay and pay shall be available from the office from which it normally originates, and when a worker leaves a job he shall be paid within twenty-four hours of his giving notice, provided that if he gives more than twenty-four hours' notice he shall be paid immediately on the termination of his employment. All waiting time beyond the prescribed time shall be paid for at ordinary rates.

Meal-money

7. The employer shall allow the sum of 2s. 6d. meal-money to workers who are required to work overtime after 6 p.m., provided that such workers cannot reasonably get home for their meals or have not been notified on the previous day.

Suburban Work

8. Where work is done by a worker at a place more than one mile by the most convenient route from the employer's yard, workers shall be paid for all time occupied in going to or returning from the work. The employer shall either provide a conveyance or pay the fares of workers.

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 of residence in New Zealand.

(b) The provision herein contained relative to country work shall apply whether or not the worker, prior to his accepting such country work, is already in the service of the employer, and whether the worker is engaged at the place where the work is to be done or elsewhere, and irrespective of the employer's usual place of business.

(c) The employer shall convey the worker free of charge or pay his fare to and from country work, but once only during the continuation of the work. If, however, the worker is withdrawn from such work by the employer, or if he returns therefrom requiring medical attention in consequence of accident or sickness arising out of and in the course of the employment, and is, in either case, again required on the work, the employer shall again convey him or pay his fare to and from such work.

(d) Time occupied in travelling shall be paid for at ordinary rates, but no worker shall be paid more than an ordinary day's wages for any time 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 going to or returning from a job shall be paid for eight hours at ordinary time.

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

(f) Where the work is situated less than fifty miles from the worker's genuine place of residence, the worker shall be paid his return fare to and from his genuine place of residence once every four weeks during the continuance of the work.

When the work is situated over fifty miles from the worker's genuine place of residence the return fare shall be paid once in each three months.

(g) Notwithstanding anything contained herein, and subject to the provisions of clause 4 (b) hereof relating to payment for work done on holidays and Sundays, the hours of work in respect of any specified country work may be other than those prescribed herein: Provided that when a variation of hours is agreed upon between the employer and the workers a minimum additional payment of 6d. per hour shall be paid for all time worked in excess or outside of the hours prescribed in clause 2 hereof.

Termination of Employment

10. The employer shall give workers one day's notice or one day's pay in lieu of notice prior to dismissal, but this shall not prevent the summary dismissal of a worker for misconduct.

Piecework

11. (a) Piecework is prohibited. No work shall be sublet (labour only).

(b) It shall be a breach of this award for any employer to sublet any work within the scope of this award on a "labour only" basis, and any worker undertaking work on a "labour only" basis shall be guilty of a breach of this award.

Accommodation

12. The employer shall make arrangements for sanitary accommodation, storage of workers' clothes and tools, and a suitable place to have meals.

General Provisions

13. (a) An interval of ten minutes shall be allowed each morning and afternoon to all workers for refreshment periods without deduction from wages.

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

(c) When a worker is employed stripping or relaying an old slate, asbestos, tiled, or iron roof which has been laid for over ten years, or such other work as may be agreed upon by the parties to be of a dirty nature, he shall be paid 3d. per hour extra while so employed.

(d) Workers engaged in using tar, bitumen, or crude oil shall be supplied with gloves, cotton-waste, and carron-oil. Workers called upon to handle hot tar, hot bitumen, or any kind of hot asphaltic material shall be paid 1d. per hour additional to the rates provided in clause 5.

(e) Five minutes at lunch time and ten minutes at knock-off time shall be allowed workers to wash and change.

(f) Workers employed on roof-tiling shall be paid an allowance of 3s. 6d. per week as a shoe, clothing, and tool allowance.

(g) Any worker required to work on a roof without a parapet that has a pitch of 45 degrees or more shall be paid 3d. per hour extra.

(h) Employers shall provide suitable first-aid appliances on all jobs.

Workers to be Members of Union

14. (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

15. (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.

Matters Not Provided For

16. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the president or secretary of the union, and in default of any agreement being reached, the matter shall be referred to the Conciliation Commissioner for the district, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, 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.

Right of Entry

17. (a) The secretary or other authorized officer of the union of workers shall, with the consent of the employer or his representative (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any workers upon matters arising out of the award, but not so as to interfere unreasonably with the employer's business.

(b) Employers shall, on demand, supply the secretary of the union with a list of all workers covered by the terms of this award, but such list shall not be necessarily supplied more than once in three months.

Application of Award

18. 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.

Scope of Award

19. This award shall operate throughout the Otago and Southland Industrial District.

Term of Award

20. This award, in so far as it relates to wages, shall be deemed to have come into force on the 5th day of October, 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 5th day of October, 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 9th day of November, 1949.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

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.
