

HUTT VALLEY AND CONTIGUOUS LOCAL AUTHORITIES' GARDENERS, LABOURERS, AND OTHER SPECIFIED EMPLOYEES—AWARD

In the Court of Arbitration of New Zealand, Wellington, Nelson, Westland, and Marlborough 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 undermentioned local authorities (hereinafter called "the employers") :—

Lower Hutt City Council, Lower Hutt.

Eastbourne Borough Council, Wellington.

Hutt Drainage Board, Lower Hutt.

Hutt Park Committee, Lower Hutt.

Hutt River Board, Lower Hutt.

Johnsonville Town Board, Johnsonville.

Petone Borough Council, Petone.

Upper Hutt Borough Council, Upper Hutt.

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 14th day of November, 1949.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Hours of Work

1. (a) (i) The normal hours of work shall be forty per week, eight of which shall be worked on each of five days of the week, Monday to Friday, both days inclusive.

(ii) The normal hours shall be worked between the hours of 7.30 a.m. and 5 p.m. on five days of the week, Monday to Friday, both days inclusive.

(b) *Convenience Attendants, Night-watchmen, Rest-room Attendants, Pump Attendants.*—Workers regularly employed as such shall be employed on a forty-hour week on five eight-hour shifts on any five of the seven days of the week extending from Sunday to Saturday inclusive, no overtime being paid for work done on the Saturday shift, but work done on Sunday shall be paid for at double time rates. The employers shall arrange the duties of such workers to ensure that no worker shall be on duty on two consecutive Saturdays or on more than two consecutive Sundays.

(c) *Resident Employees in Charge of Reserves, Baths, Beaches, Playing-grounds, and Gardens, and Resident Sextons.*—The hours of such workers may be extended over seven days, and any hours of duty on Saturdays shall be paid for at ordinary rates; one clear day off duty in each seven days shall be allowed on a day other than a statutory holiday. Overtime shall be payable for all time on duty in excess of forty hours in any pay-week, and work done on Sundays shall be paid at double time rates.

(d) Any of the foregoing provisions as to hours of work may be varied in respect of any particular class of work by mutual arrangement between the employer and the union.

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

(f) The interval for meals shall be a matter for mutual arrangement between the employer and the employee.

Wages

2. The minimum rates of pay shall be as follows :—

- (a) For all labourers and other workers not specifically mentioned hereunder : 3s. 6½d. per hour or £7 per week. Workers employed for a period of more than four consecutive weeks shall for the purposes of this award be deemed to be weekly workers.
- (b) Tunnel-men shall be paid 3d. per hour additional.
- (c) Working gangers or foremen gardeners shall be paid 2s. 6d. per day additional.
- (d) Certificated quarrymen using explosives shall be paid 2s. per day additional on their ordinary rate. Other quarrymen shall be paid 1s. per day additional.
- (e) Men on night-soil work or clearing septic tanks shall be paid 4s. per day or part of a day additional to their ordinary rates.
- (f) Workers engaged in cleaning or repairing blocked or defective sewers or foul drains, or when required to come in contact with faecal or sewage matter, or enter an operating septic tank for purposes other than inspection, shall be paid 6d. per hour additional on their ordinary rate for the time they are so employed, with a minimum payment of four hours.
- (g) Workers cutting in new connections to existing sewers shall be paid 4d. per hour extra on their ordinary rate, with a minimum payment of three hours.
- (h) Workers required to work in gumboots for one hour or more in any day shall be paid 1s. per day additional.
- (i) Workers engaged on kerbing, channelling, concrete work, grave-digging, bitumen road-repair work, scything, drainage, pipe-laying, or using mechanically driven tools or carrying out other similar special duties shall be paid 4d. per hour additional to their ordinary rates. Gardeners' assistants or unqualified gardeners (other than apprentices) shall also be paid 4d. per hour additional as required by this subclause.
- (j) The undermentioned workers shall receive 6d. per hour extra : waterworks servicemen, pump attendants, resident caretakers, and custodians in charge of playing areas or recreation grounds, resident sextons, and refuse loaders and/or refuse collectors.
- (k) Convenience and rest-room attendants shall be employed on a weekly basis, and shall be paid the following rates :—

		Per Week.		
		£	s.	d.
Male attendants	7	0	0
Female attendants	5	10	0

- (l) No worker covered by this award, now in receipt of a higher rate of wages, shall have his wages reduced by virtue of the coming into force of this award.
- (m) (i) Workers coming within the scope of this award who have been in the service of the employer for one year but less than two years shall receive 1s. 8d. per week additional.
- (ii) Workers coming within the scope of this award who have been in the service of the employer for a period of two years but less than three years shall receive 2s. 6d. per week additional.
- (iii) Workers coming within the scope of this award who have been in the service of the employer for a period of three years but less than four years shall receive 3s. 4d. per week additional.
- (iv) Workers coming within the scope of this award who have been in the service of the employer for a period of four years or over shall receive 5s. per week additional.
- (n) Qualified gardeners, qualified nurserymen, or qualified plant-propagators shall be paid not less than £8 6s. per week.

Deductions From Wages

3. No deductions in respect of time lost by any worker shall be made from the wages payable to him under the provisions of this award except for time lost by reason of the default of the worker or by reason of his illness or of any accident suffered by him.

Definitions

4. (a) A foreman or overseer is a worker responsible for the carrying-out of the work and not performing manual work, and who proceeds from job to job and who gives directions and instructions. Nothing in this award shall apply to such employees.

(b) A resident caretaker or resident custodian is a worker living within or adjacent to and responsible for the proper control of a park or reserve or any property under his custody.

(c) A working ganger or foreman gardener is an employee who is in charge of three or more workers, or who is appointed as such.

(d) *Wet Place*.—A wet place shall be deemed to be a place where workers are required to work in water or slush over 2 in. in depth, or in wet concrete, or where water other than rain is dripping on them.

(e) *Tunnel-work*.—A tunnel shall mean any underground excavation that is over 15 ft. in length or any shaft or excavation over 15 ft. in depth.

(f) *Nurseryman, Plant-propagator, or Qualified Gardener*.—A nurseryman, plant-propagator, or qualified gardener is one who has served an apprenticeship or who has been employed as a nurseryman, plant-propagator, or qualified gardener for five years, or a worker who

has been certified by a competent local authority to be a nurseryman, plant-propagator, or qualified gardener. If any question arises as to the qualifications of a worker under this subclause, it shall be referred to a disputes committee.

(g) A timber-man is a worker instructed by the ganger to take responsibility for the safe placing and fixing of timber in a trench or other excavation.

(h) A waterworks serviceman is a worker responsible for laying and jointing water-mains and service connections.

Varying Duties

5. (a) Where a worker is engaged for any period on more than one class of work he shall be paid at the rate specified for such classes of work for the actual time he has been so employed on each class.

(b) 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.

Tar-workers

6. (a) Workers engaged in boiling, spreading, mixing, or handling asphalt, tar, or bituminous mixtures shall be paid 1s. 6d. per day in addition to their usual rates; sprayers, 2s. per day additional; and metal-spreaders working in conjunction with sprayers, 1s. 6d. per day additional to their usual rates. Workers working with free tar or bitumen on water pipes shall receive 1s. per day extra.

(b) Workers employed in mixing, carrying, or boiling free tar or bitumen, and sprayers and nozzlemen, shall be supplied with boots, overalls, and oil.

(c) "Free tar or bitumen" shall mean tar or bitumen which is not enclosed in barrels or drums.

Allowances for Motor-cars, Bicycles, &c.

7. (a) Workers who are required to use their own bicycles for the purpose of their employment shall receive an allowance of 2s. 6d. per week or 8d. per day.

(b) Workers required to use their own motor-cycles or motor-cars for the purposes of their employment shall receive an allowance as agreed upon between the union and the employer.

Meal-times

8. (a) Workers shall be allowed a meal allowance of 2s. 6d. where they are called upon to work overtime on any day for more than one hour after the recognized time of ceasing work. Such allowance shall not be paid if workers have been notified on the previous day of the necessity to work overtime or if workers can conveniently proceed to their own homes for a meal.

(b) At meal-times hot water shall be available for workers. The employer shall not be responsible for hot water when an individual worker is employed.

Tools

9. (a) All tools required shall be supplied by the employers.

(b) Where necessary, workers employed removing or disposing of household refuse or rubbish shall be supplied by the employer with gloves, overalls, and suitable oilskin raincoats.

(c) Where workers' hands come in contact with faecal matter, rubber gloves shall be supplied by the employer.

(d) A pair of rubber gloves shall be made available by the employer for the use of convenience attendants.

(e) Street orderlies and roadmen, when required to work outside in heavy rain, shall be provided with knee-gumboots or waterproof boots.

(f) Employers shall supply suitable oilskin raincoats 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 oilskin raincoats shall be held responsible for any loss or damage due to wilful destruction or neglect.

Overtime

10. (a) Work performed outside of or in excess of the daily or weekly hours specified in clause 1 hereof shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b) Workers who are called out to work on Sundays and/or holidays shall receive a minimum of two hours' pay at schedule overtime rates.

Holidays

11. (a) Workers shall receive and be paid for the following holidays : New Year's Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Anniversary Day, and one other day to be mutually agreed upon. The employer shall notify the union of the day agreed upon.

(b) The provisions of the Public Holidays Act, 1910, and its amendments, shall be deemed to be incorporated in this award.

(c) Except as otherwise provided, any work done on any of the above holidays or on Sundays shall be paid for at double time rates.

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

Sick-leave

12. (a) Workers after twelve months' continuous employment with their employer shall, in the case of inability to continue work because of sickness, be entitled to sick-pay up to one week in each year. "Sick-pay" shall, for the purposes of this clause, mean full pay: Provided that the head of the department may, at his discretion, grant sick-leave to a worker who may not have fully qualified with twelve months' continuous service.

(b) If required by the employer sick-leave shall be subject to the worker concerned producing a medical certificate from a doctor approved by the employer certifying to the worker's indisposition and inability to continue working.

Payment of Wages and Termination of Engagement

13. (a) Wages shall be paid weekly in the employer's time on a specified day of each week, not later than Thursday of each week.

(b) All time that men are kept waiting for wages beyond the ordinary knock-off time on pay-day shall be paid for at overtime rates.

(c) In the case of weekly workers, one week's notice on either side shall terminate the engagement. In the case of casual workers, two hours' notice on either side shall terminate the engagement. Nothing in this subclause shall be held to prevent the summary dismissal of a worker for serious misconduct.

Wet Places, Tunnels, and Underground Work

14. (a) Workers shall be supplied with gumboots in wet places.

(b) Six hours shall constitute a day's work in tunnel-work when workers are working in wet places or foul air. Workers employed under this clause shall be paid for each shift of six hours as if eight hours had been worked.

Travelling to and from Work

15. (a) When a worker is required to work at a distance of more than one and a half miles from the employer's depot or such other point in the district as may be mutually agreed upon between the employer and the workers—which agreement shall, if necessary, be reviewed by a representative of the Wellington Employers' Association and the workers' union—the employer shall do one or other of the following things:—

(i) Provide the worker with free transport to and from his work ;
or

(ii) Reimburse the worker any cost incurred by him in travelling to and from his work in excess of the one and a half miles abovementioned.

(b) Time occupied by the worker in travelling to and from his work beyond the one and a half miles fixed in subclause (a) hereof shall be deemed to be part of the day's work and shall count as time or overtime, as the case may be. Notwithstanding the foregoing, where transport is provided or paid for by the employer in accordance with the provisions of subclause (a) hereof, ten minutes in going and ten minutes in returning shall not be counted as time worked.

(c) No worker residing less than one and a half miles from the place where the work is to be performed by the nearest convenient mode of access for foot-passengers shall be entitled to the allowance mentioned in this clause.

(d) Where necessary, the employers shall provide protection for men from rain, snow, or hail whilst they are being conveyed to and/or from work in the employer's vehicle.

Sanitary Accommodation and Shelter

16. Where necessary, sanitary accommodation shall be provided, and also shelter-sheds where necessary for men to take meals and change clothing.

Matters not Provided for

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 any of the parties bound by this award, or any of them, as to any matter whatsoever arising out of the award (not being a question affecting rates of pay or hours of work), or if any dispute or difference shall arise between the parties, or any of them, in connection with any matter relevant to but 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.

Timbering

18. All timbering shall be done in accordance with the provisions of the Scaffolding and Excavation Act, 1922.

Ventilation

19. In all drives and tunnels where the air is bad, adequate provision shall be made whereby workers at the face shall be supplied with fresh air equivalent to 30 cubic feet per man per minute.

Accidents

20. A modern first-aid emergency kit shall be kept by the employer in a convenient and accessible place in every place where the Inspector of Awards shall deem necessary.

Men Handling Stone Under Water

21. Where workers are removing boulders, metal, stone, stumps, or timber of any description by hand from under water in river or creek beds they shall be paid 3d. per hour extra while so employed and shall be provided with watertight gumboots.

Workers' Representative

22. Where he can lawfully do so, the employer shall permit the secretary or other authorized officer of the union of workers to enter at all reasonable times (to be mutually arranged between the employer and the union) upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Workers to be Members of Union

23. (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

24. (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.

Scope of Award

25. This award shall apply to the parties named herein and to such other parties as may from time to time be added by order of the Court.

Term of Award

26. This award, in so far as it relates to rates of wages, shall be deemed to have come into force on the 1st day of September, 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 14th 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.