

**MARLBOROUGH, NELSON, AND WESTLAND LOCAL BODIES'
GARDENERS, LABOURERS, AND OTHER WORKERS—AWARD**

[Filed in the Office of the Clerk of Awards, Nelson]

In the Court of Arbitration of New Zealand, Marlborough, Nelson, and Westland 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") :—

Blenheim Borough Council, Blenheim.
Hokitika Borough Council, Hokitika.
Kumara Borough Council, Kumara.
Motueka Borough Council, Motueka.
Picton Borough Council, Picton.
Richmond Borough Council, Richmond.
Ross Borough Council, Ross.
Runanga Borough Council, Runanga.
Orawaiti Cemetery Committee, Westport.
Havelock Town Board, Havelock.
Tahunanui Town Board, Tahunanui.
Takaka Town Board, Takaka.
French Pass Road Board, French Pass.
Kenepuru Road Board, Kenepuru.
Greymouth Harbour Board, Greymouth.
Hokitika Harbour Board, Hokitika.
Motueka Harbour Board, Motueka.
Nelson Harbour Board, Nelson.
Brightwater Domain Board, Brightwater.
Mapua Domain Board, Mapua.
Murchison Domain Board, Murchison.
Riwaka Memorial Domain Board, Riwaka.
Wakefield Domain Board, Wakefield.

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

Industry to Which Award Applies

1. This award shall apply to the work performed by the local bodies parties hereto.

Hours of Work

2. (a) Unless otherwise provided herein, the ordinary hours of work shall not exceed forty per week nor eight per day, to be worked between the hours of 7.30 a.m. and 5 p.m. from Monday to Friday, both days inclusive.

(b) Notwithstanding the foregoing, street-cleaners may be employed on Saturday mornings. If a worker is called out on Saturday morning he shall be given at least four hours' work or be paid for a minimum of four hours: Provided always that not more than forty hours are worked at ordinary rates of pay in any one week. For the purposes of this subclause a "week" shall be deemed to commence at 7.30 a.m. on Saturday and end at 5 p.m. on the following Friday.

(c) In the case of tidal work the hours shall be such as are mutually arranged between the union and the employer concerned.

(d) Workers shall not be required to work longer than five hours without an interval for a meal. The ordinary interval shall be one hour, but by agreement between the employers' representative and the workers concerned it may be reduced to not less than thirty minutes.

Wages

3. (a) All workers coming under this award (except those specified in subclauses (b) and (c) hereof) shall receive a minimum weekly wage of
- | Per Week. | | |
|-----------|----|----|
| £ | s. | d. |
| 7 | 1 | 1 |

- (b) All casual workers coming under this award shall be paid at the rate of
- | Per Hour. | | |
|-----------|----|--|
| s. | d. | |
| 3 | 6 | |

- (c) Qualified gardeners shall be paid a minimum weekly wage of
- | Per Week. | | |
|-----------|----|----|
| £ | s. | d. |
| 7 | 10 | 9 |

Per Hour.
s. d.
3 8 $\frac{3}{4}$

Or, if casuals

(d) Permanent employees in charge of beaches or motor camps shall be paid not less than £7 5s. per week. The hours of such workers may be extended over seven days, and any hours of duty on Saturdays or Sundays shall be paid for at ordinary rates, provided that forty hours on duty have not been exceeded in any pay-week. Overtime shall be payable for all time on duty in excess of forty hours in any pay-week.

(e) One penny per hour additional shall be paid to each above-mentioned worker who at the 10th October, 1949, has been employed continuously with the same employer for two years or more, or who subsequently completes two years with his present employer.

(f) Workers whilst employed at any of the following classes of work shall receive the special payment hereinafter provided for the particular work in addition to their ordinary wage :—

- (i) Carrying, boiling, mixing, or coming in contact with free tar, bitumen, or asphaltic oils, 1s. 6d. per day; and such workers shall be supplied with boots, overalls, and cleansing oil, and, where required, with gloves. "Free tar, bitumen, or asphaltic oils" shall mean bitumen or asphaltic oil which is not enclosed in barrels or drums. Metal spreaders working in conjunction with sprayers and spreading metal by hand, 1s. per day.
- (ii) Directing the nozzle or sprayer in spraying tar, bitumen, or emulsion, 2s. 6d. per day.
- (iii) Workers employed in sinking shafts, sumps, pier-holes, or working in trenches or excavations over six feet in depth :—

Over 6 feet and up to and inclusive of 12 feet, 2d. per hour.
Over 12 feet and up to and inclusive of 20 feet, 3d. per hour.

Over 20 feet, the last-mentioned rate plus 1d. per hour additional for every seven feet over 20 feet.

- (iv) A worker responsible for timbering, including placing of walings, struts, and supervising driving of sheeting, 3d. per hour.
 - (v) Working as gangers or leading hands while in charge of three or more men, 2s. per day.
 - (vi) Using explosives, 3d. per hour.
 - (vii) Pipe laying or jointing, 3d. per hour.
 - (viii) Refuse collecting or loading (other than driving), 4d. per hour.
 - (ix) Engaged in cleaning sewers, 3d. per hour.
 - (x) Engaged in cleaning septic tanks, 6d. per hour, with a minimum of 4s. per day.
 - (xi) Using pneumatic hammers or drills, mechanical rammers, borers, and breakers, 3d. per hour; and when working in quarries, 4d. per hour (without the extra payment provided in paragraph (xii) hereof).
 - (xii) Working in quarries, crusher-feeding, and crusher-attending, 1s. per day.
 - (xiii) Workers whilst engaged in disinterment or reinterment work shall be paid 20s. additional to their ordinary rates per disinterment or reinterment, but in cases where these take place within twelve months of burial a further 20s. shall be allowed.
 - (xiv) Removing nightsoil, 5s. per day or per night.
 - (xv) Scythe men (hand), 3d. per hour, with a minimum of 1s. per day.
 - (xvi) Tunnel workers, 3d. per hour.
 - (xvii) Men employed in feeding concrete-mixer or handling, mixing, or spreading wet concrete, 2d. per hour.
- (g) No deduction shall be made from the wages of any weekly worker other than for time lost through the worker's own default, sickness, or accident.
- (h) No reduction shall be made in the wages of any worker at present employed by virtue of the coming into force of this award.
- (i) *Variation of Duties.*—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 where such rate is higher.
- (j) Where workers are required to perform work of an unusually dirty, dangerous, or unpleasant nature, or to carry extra responsibility not provided for in this award any additional rate for such work shall be determined by the officer in charge of the worker.
- (k) Where no regular gravedigger is employed, workers required to open graves or conduct interments shall be paid 5s. per grave or interment in addition to their usual rates.

Definitions

4. (a) Nothing in this award shall apply to a foreman or overseer who does not perform manual work.

(b) A "working ganger" or "leading hand" is an employee who is in charge of three or more workers.

(c) *Wet Places*.—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 2 inches or more in depth, or where water, other than rainwater, is dripping upon them; the employer shall provide such workers with overalls, watertight gumboots, 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, but in such case the 1s. per day extra shall not be payable.

(d) *Tunnel-work*.—A tunnel shall mean any underground excavation that is over 15 ft. in length or any shaft or excavation over 10 ft. in depth.

Bicycle Allowance

5. (a) When a worker is required to use his own bicycle in conjunction with his work he shall receive a bicycle allowance of 6d. per day.

(b) Workers required to use their own car, horse, or vehicle in the business of the employer shall be paid an allowance at such rate as is agreed upon between an accredited representative of the union and the responsible officer of the local body concerned; failing agreement, the allowance shall be decided by the disputes committee.

Tools

6. All tools shall be supplied by the employers.

Overtime

7. Time worked beyond the hours mentioned in clause 2 hereof in any one day shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

Holidays

8. (a) Weekly workers shall receive the following holidays without deduction from pay: New Year's Day and the following working-day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and one other day to be mutually agreed upon. The employer shall notify the union of the day agreed upon.

(b) When any of the foregoing holidays, other than Anzac Day, falls on a Saturday or a Sunday, the following working-day shall be observed.

(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. Such payment shall be in addition to the payment provided in subclause (a).

(d) The provisions of the Annual Holidays Act shall apply to workers covered by this award.

Termination of Engagement and Payment of Wages

9. (a) All wages shall be paid on a regular day (not later than Thursday) weekly or fortnightly in cash during working-hours. In the event of a worker being discharged for reason other than misconduct, he shall be paid without delay; and when a worker leaves a job he shall, on demand, be paid within twenty-four hours of leaving. All waiting-time beyond the prescribed time shall be paid for at ordinary rates.

(b) 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; but nothing in this clause shall apply to a worker dismissed for misconduct. A "casual worker" is a worker who is employed for less than one week.

Travelling-time

10. If a worker is required to work at a distance of more than two miles from the employer's depot, or such other point in the case of each district as may be agreed upon between the employers and the workers, the employer shall either—

(a) Provide the worker with free transport to and from his work; or
(b) Reimburse the worker any cost incurred by him in travelling to and from his work.

(c) In addition, time occupied by the worker in travelling to and from his work in excess of fifteen minutes each way shall be deemed to be part of the day's work and shall count as overtime, as the case may be.

(d) No worker residing less than two 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.

General Conditions

11. (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 reasonable time to partake of a hot drink morning and afternoon while so working, providing there shall be no complete cessation of work on the job in hand.

(d) If hourly workers are required by the employer 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 per day.

(e) The existing practice of each local body relating to sick-leave shall continue during the operation of this award. On written application by the union each employer shall notify the union of the practice in existence at the date of the coming into operation of this award.

(f) Workers engaged in working with automatic tools, such as drills, picks, hammers, vibrators, or similar appliances, shall be relieved periodically with other workmen, to ensure that any worker using such tools shall not be employed thereon for a greater number of hours than four in each eight hours of work.

(g) Overalls shall be supplied to workers engaged in tidal work, sewerage and drainage work, and any other workers employed in unusually dirty or dusty operations, and to workers employed on collection and disposing of refuse or rubbish.

Disputes

12. The essence of this award being that the work of the employer 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 with this award and not dealt with herein, 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

13. No work shall be done by piecework or on "labour only" contract unless by mutual agreement between the workers' union and the local employers association.

Meal-money

14. Where a worker is called upon to work overtime later than one hour after his ordinary knocking-off time for the day, the employer 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.

Timbering

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

Ventilation

16. In all drives and tunnels 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.

Workers' Representative

17. Where he can lawfully do so, an employer bound by this award 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 worker, but not so as to interfere unreasonably with the employer's business.

First-aid

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

Oilskins

19. 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, and to workers employed in connection with refuse or rubbish collection and/or disposal. Workers using oilskin raincoats shall be held responsible for any loss or damage due to wilful destruction or neglect.

Workers to be Members of Union

20. (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

21. (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 wages, to examine the permit or agreement by which such wage is fixed.

Application of Award

22. 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 districts to which this award relates.

Scope of Award

23. This award shall operate throughout the Marlborough, Nelson, and Westland Industrial Districts: Provided that nothing in this award shall apply to employees already covered by another award or industrial agreement which may be operative at the date of the coming into force of this award.

Term of Award

24. This award, in so far as it relates to rates of wages, shall be deemed to have come into force on the 10th 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 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.
