

NORTHERN INDUSTRIAL DISTRICT ROOF TILERS AND SLATERS—AWARD

In the Court of Arbitration of New Zealand, Northern Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Auckland Roof Tilers and Slaters Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned firms and companies (hereinafter called “the employers”):

Clarke-Petrous Ltd., 120 Penrose Road, Auckland.

Cowperthwaite Ltd., 852 Three Kings Road, Mount Roskill, Auckland.

Craig, J. J., Ltd., St. Georges Bay Road, Parnell, Auckland.

Hore, W. J., Waterloo Street, Frankton.

O’Brien and Given Ltd., P.O. Box 5046, Frankton.

Ross Concrete Co., Great South Road, Papakura, Auckland.

Tile and Roof Manufacturing Ltd., P.O. Box 608, Whangarei.

Winstones Ltd., Queen Street, Auckland.

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 130 of the Industrial Conciliation and Arbitration Act 1954, 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 17th day of June 1961 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 21st day of March 1960.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Interpretation

1. This award shall apply to workers employed fixing roofing in tiles, slates, corrugated asbestos cement, fixing and pointing ridging and the work of setting out, battening and wiring of such roofing.

Hours of Work

2. (a) The ordinary hours of work shall not exceed 40 per week or eight per day, to 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) One hour shall be allowed for lunch on each day, but an employer may agree with his workers to allow not less than half an hour for lunch.

(c) No worker shall be required to work for more than five hours continuously without an interval for a meal.

Wages

3. (a) The minimum wage for workers covered by this award shall be:

(i) For the first week of employment with any employer, 6s. 8d. per hour.

(ii) After the completion of one week's employment, £13 6s. 8d. per week.

(b) The worker who is made responsible for carrying out the work and who gives instructions to the other workers shall be paid 4s. per day in addition to the rate provided for journeymen.

(c) Except on country work, all wages shall be paid weekly not later than Thursday within ordinary working-hours, either on the works or at the employer's workshop. All waiting-time shall be paid for at overtime rates. Each worker shall be supplied with full details of how the wage is made up.

(d) On all work coming within the scope of clause 15 (Country Work) of this award the wages shall be paid at intervals mutually agreed upon between the employer and the worker concerned. Each worker shall be supplied with full details of how the wage is made up.

(e) In the event of pay-day being a holiday, wages shall be paid under the same conditions as set out in subclause (d) of this clause on the working-day preceding the holiday except that when a holiday falls on a Friday wages shall be paid not later than Wednesday.

(f) When a worker is discharged he shall be paid within 15 minutes of ceasing work; and when a worker leaves a job he shall, on application, be paid within 24 hours of leaving.

Improvers

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

(b) An improver is a worker employed under this clause, and shall be paid not less than the following rates:

	Per Week		
	£	s.	d.
During the first year of service	12	6	8
During the second year of service	12	11	8
During the third year of service	12	16	8
During the fourth year of service	13	0	0

(c) The employer shall supply to the improver a certificate stating particulars of his employment under this clause, and the improver shall produce such certificate to any future employer for the purpose of ascertaining his wage-rate.

(d) The employer shall notify the union of the engagement and dismissal of any improvers forthwith.

(e) The employer shall supply a complete list of employees and their status when applying for new improvers.

Requirements of Economic Stabilisation Regulations

5. No worker bound by this award shall in any week be paid a lesser amount by his employer than the worker would have been entitled to be paid under this award if it had specifically applied the general order of the Court dated 18 September 1959 otherwise than by incorporation pursuant to the pronouncement of the Court dated 18 September 1959.

Overtime

6. (a) All work done outside or in excess of the daily hours fixed in clause 2 of this award shall count as overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter: Provided that any time worked between the hours of 10 p.m. and before the usual starting-time next day shall be paid for at double time rates.

(b) Any work done in excess of four hours on Saturdays or after 12 noon on Saturdays shall be paid for at double time rates.

(c) Any worker having to work all day and having to continue to work until midnight shall be given eight hours off or be paid double time rates for all time worked on the second day.

(d) Any worker required to work on any Saturday, Sunday, or on any holiday shall receive not less than four hours' pay at overtime rates.

(e) The employers shall endeavour to restrict overtime work if there are any members of the union out of work and available at the time, and the union shall undertake, on request, to supply any labour that may be available.

Holidays

7. (a) The following shall be the recognised holidays which shall be paid for at ordinary rates, except when the holiday falls on a day other than an ordinary working-day: New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, Christmas Day, Boxing Day, and Anniversary Day or a day in lieu thereof.

(b) The employer shall pay wages for the above holidays to all workers performing work coming within the scope of this award who have been employed by him at any time during the fortnight ending on the day on which the holiday occurs.

(c) Where any worker has been employed upon work coming within the scope of this award by more than one employer during the fortnight ending on the day on which any of the above holidays occur, he shall be entitled to receive payment for the holiday from such one or more of those employers and, if more than one, in such proportions as the Inspector of Awards determines.

(d) In the event of a holiday, other than Anzac Day, falling on a Saturday or a Sunday such holiday shall be observed on the succeeding Monday, and in the event of another holiday falling on such Monday, such other holiday shall be observed on the succeeding Tuesday.

(e) Except as is otherwise provided, any work done on any of the above holidays shall be paid for at double time rates in addition to the ordinary rate. Work done on Sundays shall be paid for at double time rates.

Annual Holiday

8. The provisions of the Annual Holidays Act 1944 shall apply to all workers covered by this award.

Meal-money

9. Employers shall allow meal-money at the rate of 5s. per meal when workers are required to work after 6 p.m. on Monday, Tuesday, Wednesday, Thursday, or Friday, or after 1 p.m. on Saturday, provided that such workers cannot reasonably get home for their meals.

Clothing, Shoes, and Tool Allowance

10. A sum of 2½d. per hour shall be paid to each and every worker covered by this award as clothes, shoes, and tool allowance.

Piecework

11. Piecework is hereby prohibited.

Stoppage of Work

12. (a) Any worker attending at the place of work and being stood down by reason of there being no work (other than on account of weather conditions) shall receive two hours' pay at ordinary rates, unless previously notified that his services were not required for that day. In the case of work not proceeding at the commencement of the day owing to bad weather conditions, workers so attending shall be paid for one hour.

(b) If workers are required by the employer to stand by in wet weather, they shall be paid half ordinary rates for the first 30 minutes and ordinary time thereafter until definitely stopped, with a maximum payment for two hours per day.

(c) Any allowance by way of travelling-time made to workers employed on suburban work shall not be regarded as a set-off against minimum payments due to workers under the foregoing subclauses.

(d) This clause shall apply only to casual workers.

Terms of Employment

13. (a) It shall be a condition of this award that a worker shall accept alternative work if, due to weather or other conditions outside of his control, the employer is unable to provide such worker with his normal work.

(b) The employer may make a rateable deduction from the weekly wage prescribed in this award for any time lost by a worker through sickness, accident, or default.

(c) In the case of weekly workers one week's notice of the termination of employment shall be given by either party, and in the case of hourly workers one hour's notice of termination of employment shall be given by either party; but nothing herein contained shall prevent an employer from summarily dismissing a worker for misconduct

Suburban Work

14. (a) Where work is done by a worker elsewhere than at the yard of his employer and at a place more than two miles by the most convenient route from the employer's yard or Symonds Street, such worker shall be paid at ordinary rates for all time reasonably occupied by him in travelling beyond the starting-point agreed upon, which shall be the employer's yard or Symonds Street.

(b) Any worker being conveyed in his employer's conveyance from starting-point 10 minutes before starting-time and returning to starting-point not later than 10 minutes after knock-off time shall not be entitled to travelling-time. Any time in excess of this shall be deemed overtime and shall be paid for at travelling rates.

(c) All fares reasonably incurred by a worker in travelling between the point agreed upon and the job shall be paid by the employer.

(d) No worker residing less than 1 mile from the place where the work is to be performed shall be entitled to the travelling-time or fares mentioned in this clause.

(e) Where men are conveyed to and from the job by the employer, he shall provide a suitable and clean conveyance with seating accommodation and adequate shelter from the weather. This shall not prejudice the right of the employer to carry materials at the same time.

Country Work

15. (a) "Country work" means work done by a worker in such locality as to necessitate his sleeping elsewhere than at his genuine place of residence in New Zealand.

(b) Workers required to proceed to country work shall be conveyed to and from the place of such work at the expense of their employer as often as they are required by the employer to proceed to and return from such work.

(c) Subject to subclause (d) hereof, time occupied in travelling shall be paid for at the ordinary rates; but no worker shall be paid more than an ordinary day's wages for any day 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 journeying to a job shall be paid for eight hours, and in returning from a job on Saturday shall be paid for the time actually travelling, with a maximum of eight hours.

(d) Any worker who is called upon to travel to a country job on a Sunday shall receive payment for travelling-time at double time rates.

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

(f) The employer shall refund to the worker reasonable expenses for meals incurred while travelling to and from country work.

(g) Notwithstanding any thing contained herein, and subject to the provisions of subclause (e) of clause 7 hereof, the hours of work in respect of any specified country work may be other than those hereinbefore prescribed: Provided that all time worked outside or in excess of such prescribed hours shall be considered overtime and shall be paid for at the rate of time and a third.

(h) It shall not be competent for an employer to dismiss a worker in a town of his employment and offer him work at some other town without making payment of country allowance.

General Provisions

16. (a) Any worker required to work on a roof without a parapet that has a pitch of 45 degrees or more shall be paid 3½d. per hour extra.

(b) When a worker is employed stripping or relaying an old slate, asbestos, tiled, or iron roof which has been laid for over 10 years, or such other work as may be agreed upon by the parties to be of a dirty nature, he shall be paid 4d. per hour extra while so employed.

(c) Any worker who is employed on or about a chemical fertilizer or chemical factory on work in which he is exposed to acid fumes or to contact with materials covered or impregnated with acid, shall be provided with overalls and shall be paid 4½d. per hour extra while so employed.

(d) Any worker required to work at heights between 35 ft and 70 ft from the average ground-level to the eaves shall be paid 3½d. per hour extra and for every additional 35 ft such extra payment shall be increased by a further 3½d. per hour.

(e) An interval of 10 minutes shall be allowed each morning and afternoon to all workers as refreshment periods without deduction from wages.

First-aid

17. Employers shall provide suitable first-aid appliances on all jobs and also in the travelling foreman's car or conveyance.

Right of Entry Upon Premises

18. The secretary or other authorised officer of the union of workers shall, with the consent of the employer (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, but not so as to interfere unreasonably with the employer's business.

Workers to be Members of Union

19. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, 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 18 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 21 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 section 174 (3) of the Industrial Conciliation and Arbitration Act 1954 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 14 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.

Disputes

21. 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 the Conciliation Commissioner for the district who shall either decide the question or refer the matter to the Court. Either side shall have the right to appeal to the Court against any decision of the Commissioner upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

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 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

23. This award shall operate throughout the Northern Industrial District.

Term of Award

24. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 17th day of December 1959, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 17th day of June 1961.

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 21st day of March 1960.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.