

TARANAKI BUILDERS AND GENERAL LABOURERS—AWARD

In the Court of Arbitration of New Zealand, Taranaki Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Taranaki Labourers and Related Trades Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned board, persons, firms, and companies (hereinafter called “the employers”):

Boon Bros. Ltd., 11 Gover Street, New Plymouth.
 Brown, A., Construction Co. Ltd., Wilson Street, Hawera.
 Farmers Fertiliser Co. Ltd., Smart Road, New Plymouth.
 Fitzroy Quarries Ltd., St. Aubyn Street, New Plymouth.
 Knight and Daly, Lemon Street, New Plymouth.
 McIntyre, F. D., South Road, New Plymouth.
 McMillan, Julian, Ltd., Bridge Contractors, Queen Street, New Plymouth.
 Scott, A. J., Contractor, Standish Street, Inglewood.
 Taranaki Education Board, Lemon Street, New Plymouth.
 Taranaki Master Builders Industrial Union of Employers, 128 Devon Street, New Plymouth.
 Timber Treatment Ltd., 22 Currie Street, New Plymouth.
 Tonks, Geoff., Metal Co. Ltd., Rowan.
 Swansons Engineering Co. Ltd., Devon Street, New Plymouth.

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 11th day of February 1962 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 31st day of March 1960.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to labourers engaged in building and structural operations including bridges, wharves, tenements, dwellings, or other classes of building or construction work in wood, stone, brick, concrete, metal, plaster,

asbestos or other materials used in building or construction, or any combination thereof. It shall apply to preparatory or prefabricated work incidental or ancillary to any building or structural operation and to the pre-mixing or preparation of any materials required therein performed by labourers whether on the site of the building or other structural operation or elsewhere. It shall apply to the repair, treatment, demolition, addition or removal of buildings or other structures in whole or in part, and to labourers employed in the industry or ancillary undertakings as scaffolders, riggers, gear workers, steel benders, fixers or tiers, gantry workers, crane drivers, dogmen, explosive workers, pile-driver operators, winch or hoist drivers; mixer or compressor operators; operators of powered tools and labourers employed in the Taranaki Industrial District operating mechanical equipment (not being steam driven and excluding any driver of any implement used on excavation work and drawn by horse or hauled or propelled by motor or of any tractor); and concrete workers on or about any building project; it shall also apply to contracting and allied industries, and on all civil engineering projects, or on road formation, site clearing, general labouring work, shingle plants, or in quarries, and including any work in connection therewith. It shall not apply to workers who are eligible for membership of a union of workers and whose employment is subject to an award to which that union is a party. It shall not apply to lime quarries.

Definitions

2. A "builder's labourer" or a "sub-contractor's labourer" is a worker who is employed on labourer's work in connection with any building, bridge, wharf, reservoir or like structure, in course of erection, construction, alteration, repair, treatment, or maintenance.

"Rigging and steel erecting" work shall mean and include:

- (i) The assembling and dismantling of prefabricated steelwork in the field (as opposed to the shop). Such work shall not include any tradesman's work covered by any other award.
- (ii) In a bolted structure, the assembling and bolting up and the completing of the structure in all respects, including drifting and reamering of badly fitting holes, but excluding any marking out or drilling.
- (iii) In a welded structure, the assembling and bolting up with service bolts and completing the structure in all respects except for the actual welding.
- (iv) In a rivetted structure, the assembling and bolting up with service bolts and completely preparing the structure for riveting, but excluding reamering of badly fitted rivet holes.
- (v) The making of knots and lashings, assembling, erecting tackle, splicing of wire and hemp ropes, erection and dismantling of gin poles, masts, towers, cranes, sheers, and derricks, the rigging of gear (including lifting tackle, anchors, guys, and the like) to take heavy lifts, and placing them in position.

Wages

3. (a) *Builders' and Sub-contractors' Labourers*—The minimum rate of wages for builders' and sub-contractors' labourers shall be:

Weekly workers	.....	.....	£12 7s. per week
Casual workers	.....	.....	6s. 2½d. per hour

Notwithstanding the fact that payment for travelling-time is included in the above wages the time reasonably occupied in travelling or time occupied in conveying workers to and from work beyond two miles from the central points as defined in subclause (d) of clause 17 hereof, or from the worker's home, which ever is the less, shall be allowed and paid for by the employer.

(b) *Other Labourers*—The minimum rates of wages for hourly and weekly workers, other than builders' and sub-contractors' labourers, covered by this award shall be:

- (i) Labourers employed in quarries or at stone-crusher feeding or on spalling stones—
- | | | | |
|----------------|-------|-------|-----------------------|
| Weekly workers | ..... | ..... | £11 12s. 6d. per week |
| Casual workers | ..... | ..... | 5s. 10½d. per hour |
- (ii) Licensed drainlayers—
- | | | | |
|----------------|-------|-------|-----------------------|
| Weekly workers | ..... | ..... | £12 18s. 4d. per week |
| Casual workers | ..... | ..... | 6s. 5½d. per hour |
- (iii) All other workers—
- | | | | |
|----------------|-------|-------|----------------------|
| Weekly workers | ..... | ..... | £11 5s. 2d. per week |
| Casual workers | ..... | ..... | 5s. 8½d. per hour |

(c) For the purpose of this clause a "casual worker" is a worker employed for a period of less than 10 working days with the same employer.

Additional Payments

4. The following additional payments shall be paid:

- (a) Workers engaged in feeding concrete-mixers or handling, mixing, or spreading wet concrete shall be paid 2d. per hour extra.
- (b) (i) Workers welding, measuring, cutting and/or bending steel for reinforced concrete shall be paid 3d. per hour extra;
 (ii) Workers assembling reinforcing steel shall be paid 1d. per hour extra;
 (iii) Workers employed under this subclause shall be provided with gloves and overalls: Provided that the employer may in lieu of providing overalls pay 1d. per hour extra.
 The payments prescribed in (i) and (ii) of this subclause shall not be cumulative.
- (c) Threepence halfpenny per hour additional shall be paid to crane dogmen.
- (d) Twopence three-farthings an hour additional shall be paid to men using power-vibrators; and when working in quarries or tunnels, 4d. per hour extra.
- (e) Workers engaged in the demolition of or repair to any building or fittings destroyed or damaged by fire which necessitates the handling of charred timber shall be paid 2¼d. per hour additional.
- (f) Quarry-work: Certified men using explosives, 3½d. per hour extra.
- (g) Asphalt and tar-workers, or workers working with bitumen or workers applying insecticides containing creosote, lead compounds or emulsified preparations containing any such materials shall be paid 2¼d. per hour extra.
- (h) Riggers, structural steel erectors, and gear runners, 4d. per hour extra. Scaffolders erecting and dismantling scaffolds for which notice of erection is necessary under the Scaffolding and Excavation Act 1922 shall be paid while so employed no less than 3½d. per hour extra.
- (i) Tunnelmen and timbermen, 3½d. per hour extra. "Tunnelwork" shall be deemed to mean any underground excavation that is over 15 ft in length or that requires timbering overhead.
- (j) Power-crane men and power-winch men operating winches of ten horse-power or more shall be paid 2¼d. per hour extra.

- (k) Twopence three-farthings per hour additional shall be paid to compressor men and to men using pneumatic hammers or drills, mechanical rammers, borers, and breakers; and when working in quarries or tunnels, 4d. per hour extra.
- (l) Two shillings and threepence halfpenny per day, or part thereof, additional shall be paid to men cleaning blocked sewers or drains, or working in defective sewers or foul drains, or coming in contact with faecal or sewerage matter.
- (m) Workers engaged in demolition work shall be paid 2¼d. per hour additional. The extra payment for demolition work shall not apply to demolition work arising out of alterations to a building, except in cases which have been agreed upon as a result of a decision reached through the disputes clause of this award (clause 24).
- (n) Workers employed in sinking shafts, sumps, pier-holes, or working in trenches over 6 ft in depth shall be paid the following extra payments:
 Over 6 ft and up to and inclusive of 12 ft: 2¼d. per hour extra.
 Over 12 ft and up to and inclusive of 20 ft: 3½d. per hour extra.
 Over 20 ft: The last-mentioned rate, plus 1¼d. per hour additional for every 7 ft over 20 ft.
- (o) Foremen or leading hands in charge of four or more workers shall receive 3s. per day additional to the rates prescribed in clause 3.
- (p) Workers who at the coming into force of this award are in receipt of a higher rate of pay than that prescribed herein shall not have their wages reduced while the present employment continues.
- (q) Workers required to work under floors where the underside of the joist is less than 3 ft from ground-level shall be paid 2¼d. per hour extra while so engaged. This subclause shall not apply to the stripping of boxing.
- (r) Any worker required to work on a bosun-chair and/or on a swinging stage or on a ladder or employed on work on towers, steeples, or chimney-stacks, shall be paid the following extra rates:
 For heights exceeding 35 ft and up to and including 70 ft, 2¼d. per hour extra.
 For heights exceeding 70 ft and up to and including 105 ft, 4½d. per hour extra.
 For heights exceeding 105 ft and up to and including 140 ft, 7d. per hour extra.
 For heights exceeding 140 ft and up to and including 170 ft, 9¼d. per hour extra.
- (s) Any worker working with pumice, charcoal, or silicate, or other insulating material in connection with insulation work in confined or unventilated spaces, or where the air is impregnated with the dust of any materials, or employed in the freezing-chambers or cool storage where the temperature is 40 degrees Fahrenheit or less, shall be paid 2s. 3½d. per day extra while so employed, and shall be allowed 10 minutes' spell after two hours have been worked continuously without any deduction from wages.
- (t) All repairs inside bakers' ovens, retorts, and furnaces (old work) shall be paid for at time and a half rates, and work where the heat exceeds 110 degrees Fahrenheit done during ordinary working-hours shall be paid for at double time rates and if done outside ordinary working-hours on Sundays or holidays treble time rates shall be paid and clause 13 (Over-time) hereof shall not apply.

- (u) Any worker called upon to perform work of an unusually dangerous nature, or of an unusually dirty or offensive nature shall be paid such extra rate per hour as may be agreed upon between the employer and the worker. Failing agreement, the rate shall be settled by a disputes committee constituted in accordance with the provisions of clause 24 of this award.
- (v) The rate of pay and conditions for men working in cylinders under compressed air shall be agreed upon between the union and the employer for each job.
- (w) Any worker who is employed in or about a chemical-fertiliser or chemical-factory on work in which he is exposed to acid fumes or in contact with acid or timber impregnated with acid shall be paid 4½d. per hour extra while so employed.

Wet Places

5. Where workers are called upon to work in water, slush, mud, or wet concrete 1 in. or more in depth, the employer shall provide such workers with gumboots suitable for the work and shall pay them 2¼d. per hour extra. If proper gumboots are not supplied in such circumstances, the employer shall pay the workers a total payment of 5¼d. per hour extra.

Adequate safety precautions shall be taken when workers are required to work standing on wet structural steel.

Meal-money

6. (a) The employer shall allow meal-money at the rate of 5s. per meal when workers are called upon to work one hour or later after their usual daily time of knocking off, provided such workers cannot reasonably get home for their meals; and provided, further, they have not been notified of such overtime on the day preceding the day on which they are required to work overtime.

(b) Men shall work during the regular meal-time if required to do so by an employer, and shall be paid time and a half rates for the time so worked: Provided that in no case shall a man be employed for more than five hours without being given the time usually allowed for a meal.

Payment of Wages

7. (a) Wages shall be paid weekly and immediately after ceasing work on the regular pay-day, which shall not be later than Thursday. All waiting time shall be paid for.

(b) On country work wages may be paid as agreed.

(c) No deduction in respect of time lost by any weekly worker shall be made from the wages payable to him 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.

(d) Details of wages make-up shall be included in the pay envelope.

Termination of Employment

8. (a) In the case of weekly workers one week's notice of the termination of employment shall be given by the party desiring to terminate the employment or one week's wages paid or forfeited, as the case may be; and in the case of hourly workers two hours' notice of termination shall be given or two hours' wages paid or forfeited, as the case may be; but nothing herein contained shall prevent an employer from summarily dismissing a worker for misconduct.

(b) When a worker is discharged he shall be paid without delay, and when a worker leaves a job he shall, on demand, be paid within 24 hours of leaving. All waiting-time beyond the prescribed time shall be paid for at ordinary rates.

Stoppage of Work

9. (a) Workers, other than weekly workers, 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 three hours' pay at ordinary rates, unless previously notified that their 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 two hours.

(b) If workers, other than weekly workers, are required by the employer to stand by in wet weather, they shall be paid ordinary rates until the employer cancels his instructions to stand by.

Hours of Work

10. (a) Except where otherwise specified, the ordinary hours of work shall not exceed 40 hours—eight hours per day to be worked between 7.30 a.m. and 5 p.m. from Monday to Friday, both days inclusive.

(b) When it is necessary to prepare material for work before the usual hour of commencing work, the employer may employ workers to do such necessary work for not more than half an hour before that time at the ordinary rate of pay. This subclause shall apply to all workers coming within the scope of this award.

(c) The ordinary daily hours of work for workers employed at work in connection with the construction of tennis-courts, paths, and roadways of asphalt or other bituminous materials, or in connection with the top-dressing of tennis-courts, paths, and roadways with asphalt or other bituminous materials, may be varied to suit the seasonable nature of the business, but in no case shall the work commence before 7 a.m. without payment of overtime. Any time worked after 5 p.m. shall be considered overtime. The majority of such workers on a job under this subclause may agree with the employer to make up time lost through weather conditions each six days (except Sundays and holidays) to stand by themselves. Payment therefor shall be made at the rates prescribed in clause 3 hereof.

(d) Nothing in this award shall prevent the majority of the workers on a job, after consultation with the union, agreeing with an employer to make up time lost through wet weather, each week to stand by itself. Payment therefor shall be made at the rates prescribed in clauses 3 and 4 hereof.

Shifts on Tunnel-work

11. (a) Notwithstanding the provisions of subclause (a) of clause 10 of this award, two or more shifts covering a period of 24 hours may be worked from midnight Sunday to midnight Friday on tunnel-work as defined in subclause (i) of clause 4.

Subject to subclause (b) of this clause, each shift shall not exceed eight hours, including half an hour crib-time, and five shifts shall constitute a week's work. Working time shall commence and finish at the place in the tunnel where the work is to be performed, and travelling-time from and to such place from the portal or shaft-head shall be paid for at ordinary rates once each way in each shift.

Workers employed on afternoon and night shifts shall be paid 3s. 6d. per shift in addition to their ordinary rate of pay.

Any time worked in excess of the usual shift hours worked by workers employed under this clause 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.

This clause shall apply only where shifts are worked on five or more consecutive working-days.

(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 subclause shall be paid for each shift of six hours as if eight hours had been worked. A "wet place" shall mean a place where a worker has to stand in not less than 2 in. of water or where water other than rain is dripping on him.

Rest Period

12. A morning and afternoon break of 10 minutes shall be allowed to workers without deduction from wages.

Overtime

13. (a) All work done outside or in excess of the daily hours fixed in clause 10 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.

(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.

Any worker required to work on any Saturday, Sunday, or on any holiday shall receive not less than four hours' pay at overtime rates, and if five hours or more are worked, not less than eight hours shall be paid at overtime rates: Provided, however, that in the event of work being available and the worker not being ready and willing to continue to work for the full period of four or eight hours as the case may be, payment shall be made only for time actually worked.

(c) When men start work before the usual time for commencing work to attend to pumps or other essential work they shall be paid overtime for such periods at the rate of time and a quarter, provided that the total hours worked do not exceed eight per day. If, in addition to the early start, such men work the full eight hours, the excess hours shall be paid for at the rate of time and a half.

(d) In the case of men who have not worked through the day and commence work after the usual time for ceasing work, they shall be paid at the rate of time and a quarter for the first three hours, time and a half for the next five hours, and double time thereafter.

(e) Any time worked in excess of four and a half hours without an interval of half an hour for a meal shall be paid for at overtime rates.

(f) 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.

Travelling Expenses

14. Any worker required to commence work after the cessation of public wheeled traffic or before the ordinary time of starting such traffic, and any worker who may work continuously until after the cessation of public wheeled traffic and cease work before the ordinary time of starting such traffic, shall be paid for time occupied in travelling to and from his home, computed on three miles per hour, at ordinary rates of pay. If a conveyance is provided for the worker by his employer, he shall not be entitled to payment for travelling-time. For the purpose of this award "public wheeled traffic" shall mean trams, buses, trains, or ferries ordinarily used by workers travelling to or from their work.

Holidays

15. (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 occurs, 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 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: Provided that an employer may substitute the holidays prescribed in the industry award, but a worker shall not in any calendar year receive a lesser number of holidays than is above prescribed.

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

Annual Holidays

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

Suburban Work

17. (a) "Suburban work" shall mean work (other than "country work") performed elsewhere than at the shop of the employer, and irrespective of where the engagement takes place.

(b) Workers employed on suburban work distant more than $1\frac{1}{2}$ miles from the central points hereinafter specified shall either proceed to and from such work, or they shall be conveyed to and from such work, from the central points as set out hereunder at the expense of the employer, as the employer shall determine.

(c) Time reasonably occupied by the workers in travelling, or time occupied in conveying the workers to and from such work beyond the one and a half miles or beyond the worker's home, whichever is the less, shall be allowed and paid for by the employer. No worker residing less than $1\frac{1}{2}$ miles from the place where the work is to be performed shall be entitled to the allowance mentioned in this clause. For the purpose of this clause all distances shall be measured by the nearest convenient mode of access for foot-passengers.

(d) The central points hereinbefore referred to are:

(i) The chief or principal post-office in each city or town or borough;

(ii) The central points specified apply where the employer has a shop, office, store, or other recognised place of business in any of the places mentioned therein apart from any shop, office, or store establishment at, on, or in connection with any separate contract carried on by him. Where an employer has no such shop, office, store, or other recognised place of business, the central point shall be the chief or principal post-office in the city or town or borough in or nearest to which the worker employed by him resides;

(iii) In each city, town, or borough, only one shop, office, store, or other recognised place of business shall be regarded as the shop of any one employer for the purposes of the definition of "suburban work".

(e) Workers employed under subclause (a) of clause 3 of this award shall not be entitled to payment for travelling-time as set out in subclause (c) of this clause, but shall be entitled to the other privileges contained in this clause.

(f) In the case of all persons, firms, and companies who are bound by this award but whose trade or business is other than that of a builder or contractor, the premises in which the said trade or business is regularly conducted shall be regarded as the shop of the employer for the purposes of the suburban work clause.

(g) When workers are being conveyed to and from work in the employer's vehicle a canopy shall be provided.

Country Work

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

(b) The provisions 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 situation 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 continuance 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 the ordinary rates; but no worker shall be paid more than an ordinary day's wage 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 a Saturday, Sunday, or holiday in journeying to a job shall be paid for eight hours, and in returning from a job on a Saturday, Sunday, or holiday shall be paid for the time actually travelling, with a maximum of eight hours.

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

(f) The employer shall either provide the worker while on country work with suitable board and lodging or in lieu thereof, pay him for each day of the week other than Sunday the sum of 12s. 6d.: Provided that where through circumstances within the control of the employer a worker is employed upon country work for less than six consecutive days, the employer shall provide such board and lodging and may not elect to make such payment in lieu thereof. Suitable board and lodging shall include the providing of mattresses and stretchers.

(g) When the work is situated less than 50 miles from the worker's genuine and declared place of residence, the worker shall be paid his return fare to and from such place of residence once every two weeks during the continuance of the work. When the work is situated over 50 miles from the worker's genuine and declared place of residence, the refund shall be made once in each two months. As an alternative, the employer may supply the worker with transport in which case the payment of fares will not be made.

(h) Where suitable board and lodging is not provided by the employer on or reasonably near to the site where "country work" is to be performed, workers shall either proceed to and from such work or shall be conveyed to and from such work at the expense of the employer, as the employer shall determine. Time reasonably occupied by the workers in travelling, or time occupied in conveying the workers to and from such work shall be allowed and paid for by the employer.

(i) Notwithstanding anything contained herein, and subject to subclause (e) of clause 15 hereof, an employer may agree in writing with any worker that in respect of any specified country work the hours of work shall be other than those hereinbefore prescribed: Provided, however, 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 one third.

Accommodation

19. (a) Each employer shall provide, where reasonably necessary, accommodation to the satisfaction of the Inspector of Awards to enable workers to change and dry their clothes and have their meals. Except in exceptional cases, no lime, cement, or tools shall be stored in the accommodation provided. The employer shall also provide proper sanitary accommodation.

(b) Where the Inspector of Awards considers it practicable, reasonable ablution facilities shall be established on all jobs.

(c) Boiling water shall be provided at meal-times and for refreshment respite.

Accident

20. A modern first-aid emergency case, fully equipped, shall be kept by each employer in a convenient and accessible position in every place where the Inspector of Awards shall deem it necessary.

Tools

21. All tools shall be supplied by the employer.

Tar and Bitumen Work

22. (a) Men engaged in using tar, bitumen, crude oil, bituminous emulsions, creosote, or any similar substances shall be supplied with gloves, overalls, gum-boots, or other protective materials, cotton-waste, and coconut-oil.

(b) Where any worker commences to use any of the abovementioned materials he shall be paid the prescribed rates for the remainder of the day, irrespective of the time he is engaged.

(c) Five minutes at lunch-time and 10 minutes at knocking-off time shall be allowed to these men to wash and change.

Piecework

23. Workers covered by this award shall be prohibited from working piecework, except in the case of mutual agreement between the workers' union and the employers' union.

Disputes

24. 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 dealt with in this award, every such dispute or difference shall be referred to a disputes 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 a Conciliation Commissioner. Should either party fail to appoint representatives to the disputes committee, either party may refer the matter in dispute to a Conciliation Commissioner, who may either decide the matter or refer the matter to the Court. In the event of the disputes committee failing to agree, the matter shall be referred to the Court.

In the event of the disputes committee coming to a decision, either side shall have the right to appeal to the Court against the decision of the committee or the decision of the Commissioner, and written notice of such appeal shall be given to the other side within 14 days after such decision has been made known to the party desirous of appealing.

Workers to be Members of Union

25. (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

26. (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.

Time-sheets

27. A time-sheet showing the daily ordinary and overtime hours worked by each employee shall be kept by the employer and signed by the employee at the conclusion of the week's work.

Right of Entry

28. (a) The secretary or other authorised officer of the union shall be entitled to enter at all reasonable times upon the premises or job of any employer bound by this award for the purpose of interviewing any workers (with the consent of the employer or his representatives, such consent not to be unreasonably withheld), but not so as to interfere unreasonably with the employer's business.

(b) The employer shall on request in writing, supply to the secretary of the union a list of labourers employed under the terms of this award. Such request shall be not made more than once in each three months.

Display of Award

29. Wherever reasonably possible, the employer shall display on each job and in a conspicuous place a copy of this award.

Requirements of Economic Stabilisation Regulations

30. 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.

Application of Award

31. 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

32. This award shall operate throughout the Taranaki Industrial District.

Term of Award

33. 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 11th day of February 1960, 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 11th day of February 1962.

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 31st day of March 1960.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

Apart from certain minor alterations which were agreed to by the representatives of the parties at the suggestion of the Court, 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.