

WELLINGTON, MARLBOROUGH, NELSON, WESTLAND, AND CANTERBURY
CONCRETE AND PUMICE GOODS WORKERS—AWARD

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

In the Court of Arbitration of New Zealand, Wellington, Marlborough, Nelson, Westland, and Canterbury Industrial Districts—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the New Zealand Federated Labourers and Related Trades Industrial Association of Workers (hereinafter called “the union”) and the under-mentioned council, persons, firms, and companies (hereinafter called “the employers”):

WELLINGTON INDUSTRIAL DISTRICT

Awatoto Shingle Co. Ltd., Awatoto, Napier.
Bassett and Co. Ltd., 95 Wilson Street, Wanganui.
Batchelor, P. W., 10 Owen Street, Feilding.
Cement Products Ltd., Pharazan Street, Lower Hutt.
Central Hawke's Bay Concrete Co., Waipawa.
Cooper's Concrete Products, Awatoto, Napier.
Firth Concrete Co. Ltd., Karamu Road, Hastings.
Hume Industries (N.Z.) Ltd., 180 Lambton Quay, Wellington.
Larsen, W., Central Avenue, Wanganui.
Lord and Maegaard, Feilding.
Nolan Concrete Products Ltd., 673 Main Road, Palmerston North.
Rangitikei County Council, Marton.
Wairarapa Concrete Ltd., Te Ore Ore, Masterton.
Wanganui Sash and Door Co. Ltd., Wanganui.
Wellington Concrete Pipe Co., Hamilton Chambers, Lambton Quay, Wellington.
Winlove, J., Waipukurau.

MARLBOROUGH INDUSTRIAL DISTRICT

Bythell and Co., Maxwell Road, Blenheim.
Scott, R. T., Ltd., P.O. Box 250, Blenheim.

NELSON INDUSTRIAL DISTRICT

Coltman, H., Jun., 182 Collingwood Street, Nelson.
Hume Pipe Co. Ltd., Nelson.
Stilwell, W. and W. F., Ltd., High Street, Motueka.

WESTLAND INDUSTRIAL DISTRICT

New Zealand Concrete Pipe and Products (West Coast) Ltd., Greymouth.
Cooper's Concrete Tanks and Products, Greymouth.

CANTERBURY INDUSTRIAL DISTRICT

Avonside Concrete Post and Butt, 1 Bracken Street, Avonside, Christchurch.
Certified Concrete (Christchurch) Ltd., Blenheim Road, Riccarton, Christchurch.
Cromptons Ltd., 122 Tuam Street, Christchurch.
Hume Industries (N.Z.) Ltd., 164 Cashel Street, Christchurch.
McKendry Products Ltd., Main North Road, Amberley.
South Canterbury Concrete Products, 110 High Street, Waimate.
Timaru Roofing Tile Co. Ltd., South Street, Timaru.
Vale and Co. Ltd., 141 Armagh Street, Christchurch.
Vibrapac Blocks Ltd., Christchurch.
Westminster Cement Products Ltd., 92 Fitzgerald Avenue, Christchurch.
Williams, J. R., 30 Sylvester Street, Opawa, Christchurch.

THE COURT of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, 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 on the day of the date hereof and shall continue in force until the 11th day of February 1963 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 11th day of August 1961.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to the manufacture of concrete and/or pumice articles, including pipes, kerbings, slabs, fencing-posts, wash-tubs, troughs, coppers, tanks, blocks, poles, air-vents, tiles, cisterns, precast stone and any other article manufactured from concrete, pumice, marble, stone, breeze, or articles the manufacture of which includes any combination of any or all of these materials.

Hours of Work

2. (a) The ordinary hours of work shall not exceed 40 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, with three-quarters of an hour for lunch.

(b) The meal interval may be varied by mutual consent of the employer and the workers at any plant; and, further, with the consent of the men concerned, four and a half hours may be worked without an interval for a meal.

Shift Work

3. (a) *Definition*—"Shift work" shall mean work which is carried out by two or more relays or spells of workmen, each relay performing the same duties as the outgoing shift.

Work shall not be deemed to be shift work unless shifts are worked on four or more consecutive working days.

(b) *Hours of Work*—Shifts may be worked as required by the employer. The ordinary hours of work shall not exceed five shifts of eight hours each, inclusive of meal breaks, to be worked between midnight Sunday-Monday and midnight Friday-Saturday.

(c) *Overtime*—Time worked in excess of eight hours on any ordinary shift within the period midnight Sunday-Monday to midnight Friday-Saturday shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

Time worked on Saturday 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 after 12 noon shall be paid for at the rate of double time.

(d) *Sundays and Holidays*—Time worked on Sunday or on any of the holidays specified in subclause (a) of clause 8 shall be paid for at the rate of double time.

(e) *Shift Allowance*—A worker employed during the period midnight Sunday-Monday to midnight Friday-Saturday on a shift any part of which falls outside the hours of 7 a.m. to 5 p.m. shall be paid a shift allowance of 5s. per shift.

(f) *Annual Holidays*—(i) In addition to the holiday to which he is entitled under subclause (e) of clause 8 a worker who has worked on shift work for a complete year shall be allowed an additional week's holiday on the same terms as to payment as are provided for in the Annual Holidays Act 1944.

(ii) In addition to the holiday to which he is entitled under clause 8, a worker who has not worked on shift work during the whole year, but for a portion of the year only, shall be allowed such proportionate part of such additional week's holiday as is commensurate with the time he has worked as a shift worker.

(g) *Transport*—Arrangements for the transport of shift workers who are required to commence work or finish work at a time when public wheeled traffic is not available, shall be made by the employer at his expense.

Any dispute or difference that may arise under this subclause shall be dealt with in the manner provided by clause 16 (Disputes).

Wages

					Weekly Workers			Hourly Workers		
					£	s.	d.	s.	d.	
4. (a)	The following shall be the minimum rates of wages:									
(i)	Working foremen	..	..	..	14	2	3	..	..	..
(ii)	Head moulder	..	..	..	12	19	2	6	5 $\frac{3}{4}$	
(iii)	Metal-reinforcement welders (hand)	..	..	..	12	18	4	6	5 $\frac{1}{2}$	
(iv)	Men on cement-spray gun in tile-works	..	..	..	12	15	0	6	4 $\frac{1}{2}$	
(v)	Junction fitters and makers	..	..	..	12	12	6	6	3 $\frac{3}{4}$	
	Pattern or wooden mould makers for concrete sundries	..	..	..	12	12	6	6	3 $\frac{3}{4}$	
(vi)	Mixers for concrete pipes, posts, and other concrete products	..	..	..	12	9	2	6	2 $\frac{3}{4}$	
	Moulders	..	..	..	12	9	2	6	2 $\frac{3}{4}$	
	Moulders lining iron or steel pipes with concrete	..	..	..	12	9	2	6	2 $\frac{3}{4}$	
	Men engaged on breeze-block machine	..	..	..	12	9	2	6	2 $\frac{3}{4}$	
	Men mixing for precast stone	..	..	..	12	9	2	6	2 $\frac{3}{4}$	
(vii)	Metal-reinforcement welders (machine)	..	..	..	12	5	10	6	1 $\frac{3}{4}$	
	Metal-reinforcement makers	..	..	..	12	12	6	6	3 $\frac{3}{4}$	
	Concrete-roofing-tile makers	..	..	..	12	5	10	6	1 $\frac{3}{4}$	
	Assemblers for pipes	..	..	..	12	5	10	6	1 $\frac{3}{4}$	
(viii)	Men engaged in the making of concrete and/or pumice coppers	..	..	..	12	2	6	6	0 $\frac{3}{4}$	
(ix)	All other workers	..	..	..	11	17	6	5	11 $\frac{1}{2}$	

(b) An employer shall, when engaging any worker, inform the worker whether he is to be employed on a weekly or on an hourly basis. Unless notice of employment on an hourly basis is confirmed in writing within one month from the date of engagement, the employment shall be deemed to be a weekly one.

(c) Nothing in this award shall operate to reduce the wages paid to any worker coming within the scope of this award.

Youths

5. (a) The following shall be the minimum weekly rates of wages for youths:

				Per Week		
				£	s.	d.
Under 17 years of age	..	..	..	5	10	0
17 to 18 years of age	..	..	..	6	5	0
18 to 19 years of age	..	..	..	7	6	0
19 to 20 years of age	..	..	..	8	12	0
Thereafter adult rates.						

(b) Youths engaged in the manufacture of concrete and/or pumice coppers shall receive 2½d. per hour over the above rates while so employed.

(c) Youths may be employed in the proportion of not more than one to each three or fraction of each three fully paid workers. In special circumstances this proportion may be altered by agreement between the union and the employer or, failing a mutual agreement, the matter may be referred to the disputes committee.

(d) Youths under 18 shall not be called upon to carry weights in excess of 40 lb.

Payment of Wages, Termination of Employment, and Deductions

6. (a) Wages shall be paid weekly in the employer's time on the regular pay day which shall not be later than Thursday in each week: Provided that if any of the holidays prescribed in subclause (a) of clause 8 hereof falls on a Friday, the pay day shall not be later than Wednesday.

(b) On country work wages may be paid as agreed upon between the worker and the employer.

(c) When a worker is discharged he shall be paid without delay, and any waiting-time shall be paid for at ordinary rates. When a worker terminates his engagement he shall, on request, be paid all moneys due to him within 24 hours of the termination. All waiting-time beyond the prescribed time shall be paid for at ordinary rates.

(d) 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.

(e) No deduction shall be made from the wages of any worker paid at a weekly rate except for time lost through the worker's sickness, accident, or default.

(f) With each wage payment there shall be handed to the worker written details of the wage make up.

Overtime

7. (a) All time worked in any one day outside or in excess of the hours specified in clause 2 hereof shall be paid for at the rate of time and a half for the first three hours and double time thereafter: Provided that all time worked after noon on Saturday shall be paid for at double time rates.

(b) 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 5s. 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.

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

Holidays

8. (a) The following holidays shall be allowed: New Year's Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, Anniversary Day or a day in lieu thereof, and one other day to be mutually agreed upon between the worker and the employer.

(b) Payment for the above holidays, including Anniversary Day, or a day in lieu thereof, shall be made in accordance with the provisions of the Factories Act 1946, and its amendments.

(c) 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.

(d) Work done on Sundays or on any of the above-mentioned holidays shall be paid for at double rates in addition to the payment provided for in subclause (b) of this clause.

(e) The provisions of the Annual Holidays Act 1944 shall be deemed to be incorporated in this award and shall have effect according to their tenor.

(f) When a worker is required to work on Sunday or any of the holidays named in subclause (a) of this clause, a minimum payment as for three hours' work at the appropriate rate shall be made.

Tools

9. All necessary tools shall be supplied by the employer.

Accommodation

10. (a) Each employer shall provide, where reasonably necessary, accommodation to the satisfaction of the Inspector of Awards to enable the 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) Facilities for boiling water shall be provided by the employer at smoko and meal times.

(d) If necessary, one worker shall be permitted to boil water for the workers' meals and smoko before meal and smoko time.

Country Work

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

(b) The 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 only once 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 his 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 during the ordinary working-hours, once each way, shall be paid for at ordinary rates.

(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 15s. 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 employer's place of business, the worker shall be refunded his return fare to and from the place of engagement once every three weeks during the continuance of the work. When the work is situated over 50 miles from the employer's place of business, the refund shall be made once in each two months. Where the employer makes suitable transport available, the worker shall not be entitled to any refund of fares.

(h) Notwithstanding anything contained herein, and subject to subclause (d) of clause 8 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 7d. per hour in addition to the ordinary rates.

Suburban Work

12. (a) "Suburban work" means work performed outside a radius of $1\frac{1}{2}$ miles from the employer's place of business, but does not in any case include work which comes within the definition of "country work".

(b) Workers employed on suburban work shall either proceed to and from such work or they shall be conveyed to and from such work at the expense of the employer, as the employer shall in each case determine. Time reasonably occupied by the workers in journeying or time occupied in conveying the workers to and from such work beyond the $1\frac{1}{2}$ miles radius shall be allowed and paid for by the employer at ordinary rates.

(c) No worker residing within $1\frac{1}{2}$ 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

13. (a) Where workers are required to work in water, slush, mud or wet concrete 1 in. or more in depth they shall be supplied with gumboots suitable for the work, and shall be paid 2½d. per hour while wearing them in the course of their work.

(b) Workers shall not be expected to carry buckets or measures which when loaded exceed 60 lb in weight.

(c) Lanoline or other substance approved by the Department of Labour shall be supplied at lunch-time and knock-off time to workers employed at concrete work for cleaning purposes.

(d) A morning and afternoon break of 10 minutes shall be allowed without deduction from wages, provided there shall be no complete cessation of work.

(e) Gloves shall be supplied by the employer where necessary.

(f) Workers shall be supplied each six months with one pair of overalls.

(g) Where any worker is required to work outside in wet weather he shall be provided with an oilskin raincoat. The worker shall take proper care of the coat, which shall remain the property of the employer.

(h) Workers who are required to apply oil to moulds or formers shall be paid 1½d. per hour additional to ordinary rates whilst so employed.

(i) Any leading hand placed in charge of not less than four other workers working as a gang shall be paid the following rates per day in addition to his appropriate rate under subclause (a) of clause 4 of this award:

				Per Day	
				s.	d.
Four to five other workers	..	..	..	2	3
Six to seven other workers	..	..	..	2	7
Eight to nine other workers	..	..	..	2	11
Ten or more workers	..	..	..	3	3

(j) Piecework, labour only contract work, and incentive bonus schemes are prohibited except in cases where mutual agreement has been reached between the employer concerned and the union: Provided that this subclause shall not affect any such arrangements or schemes which are in operation at the date of coming into force of this award.

First-aid Outfit

14. A modern first-aid outfit emergency case, fully equipped, shall be provided by the employer in a convenient and accessible place.

Right of Entry of Union Representatives

15. The secretary or other authorised representative of the union of workers shall 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.

Disputes

16. The essence of the 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 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 14 days after such decision has been made known to the party desirous of appealing.

Workers to be Members of Union

17. (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

18. (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.

Exemption

19. Nothing in this award shall apply to a working foreman who is in receipt of a salary of not less than £900 per annum (exclusive of overtime).

Application of Award

20. 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 districts to which this award relates.

Scope of Award

21. This award shall operate throughout the Wellington, Nelson, Westland, Marlborough, and Canterbury Industrial Districts.

Term of Award

22. This award shall come into force on the day of the date hereof and shall continue in force until the 11th day of February 1963.

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 11th day of August 1961.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The matters referred to and settled by the Court related to shift work (clause 3), wages (clause 4), youths (clause 5), general conditions (clause 13 (i) and (j)), exemption (clause 19), and term of award.

A. TYNDALL, Judge.