

TARANAKI, WELLINGTON, MARLBOROUGH, NELSON, AND WESTLAND ROOFERS,
TILERS, AND FLOOR-LAYERS—AWARD

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

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

TARANAKI INDUSTRIAL DISTRICT

Dominion Contractors Ltd., Glover Road, Hawera.
Firth Tile Co., Stratford.
Floor Styles Ltd., 50 Egmont Street, New Plymouth.
Winstone Ltd., Elliot Street, New Plymouth.

WELLINGTON INDUSTRIAL DISTRICT

Briscoe, E. W. Mills and Co. Ltd., Thorndon Quay, Wellington.
Christie, A. Ltd., 185 Willis Street, Wellington.
Neuchatel Asphalte Co. (A'sia) Pty. Ltd., Waione Street, Petone.
Redpath, J. A., and Sons Ltd., 118–122 Molesworth Street, Wellington.
Ure, R. J., 9 Little Pipitea Street, Wellington.
Winstone Ltd., 12 Ghuznee Street, Wellington.

MARLBOROUGH INDUSTRIAL DISTRICT

Barns and Co., Builders, Blenheim.
Winstone Ltd., Blenheim.

NELSON INDUSTRIAL DISTRICT

Holbrook, S. and G. T., Ltd., 9 Hope Street, Nelson.
Hughes, T., and Sons, Achilles Street, Nelson.

WESTLAND INDUSTRIAL DISTRICT

Redpath, J. A., and Sons Ltd., 23 Byron Street, Greymouth.
Westland Construction Co. Ltd., Gresson Street, Greymouth.

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 28th 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 27th day of September 1961.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to workers engaged in the battening of roofs, laying tiles, slates, ridging, pointing same, wiring, fixing asbestos sheets and slates, laying fabric or bituminous roofs or fixed flooring.

Hours of Work

2. The hours of work shall be 40 weekly, eight hours daily between the hours of 7.30 a.m. and 5 p.m. on five days of the week from Monday to Friday inclusive.

Wages

3. (a) Roofers laying tiles, slates, or roofs of asbestos or bituminous materials, 6s. 8 $\frac{3}{4}$ d. per hour or £13 9s. 2d. per week.

(b) Fixed-flooring workers—workers fixing tiles, linoleum, rubber, cork, or synthetic flooring materials, 6s. 8 $\frac{3}{4}$ d. per hour or £13 7s. 6d. per week.

(c) Bituminous and other labourers, 6s. per hour or £12 per week.

(d) Improvers may be employed for a period of four years, but no employer shall employ more than one improver to every two journeymen employed by him: Provided, however, that this proportion may be exceeded in particular circumstances with the consent of the union.

(e) An improver is a worker employed under the preceding subclause and shall be paid not less than the following rates:

	Per Hour		Per Week		
	s.	d.	£	s.	d.
During the first year of service	5	9 $\frac{1}{4}$	11	10	10
During the second year of service	5	11 $\frac{1}{4}$	11	17	6
During the third year of service	6	0 $\frac{3}{4}$	12	2	6
During the fourth year of service	6	2 $\frac{3}{4}$	12	9	2

(f) It shall be the duty of an improver to obtain and produce, on demand, to his employer or to any prospective employer, full particulars of all time worked by him as an improver. 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.

(g) The employer shall notify the union of the engagement, resignation, and discharge of improvers.

(h) An improver who is placed in charge of a job with other workers under his control shall be paid not less than the journeyman's rate set out herein.

(i) Any worker in receipt of a higher rate of pay than set out herein shall not have his wages reduced whilst he remains in his present employment.

(j) After a period of one calendar month a worker shall be deemed to be a weekly worker unless employment on an hourly basis is confirmed in writing.

Payment of Wages

4. (a) Wages shall be paid weekly and in the employer's time on the regular pay-day and not later than Thursday. All waiting-time shall be paid for. In the event of a holiday falling on a Friday, wages shall be paid not later than the preceding Wednesday.

(b) On country work or suburban work, wages may be paid as agreed upon by the employer and the workers concerned in such work.

(c) 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.

(d) Each worker shall receive written details of his wage make-up.

(e) 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.

Termination of Employment

5. 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.

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

(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 undertakes on request to supply any labour that may be available.

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

Holidays

7. (a) The following holidays shall be observed and paid for as if worked: New Year's Day, Good Friday, Easter Monday, Labour Day, Christmas Day, Boxing Day, the birthday of the reigning Sovereign, Anzac Day, and Anniversary Day or a day in lieu thereof.

(b) Work done on any of the abovementioned holidays shall be paid for at double ordinary rates in addition to the payment provided for in subclause (a) of this clause.

(c) 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 or being transferred to such Monday such other holiday shall be observed on the succeeding Tuesday.

(d) The terms of the Annual Holidays Act 1944, shall apply to all workers covered by this award.

(e) The employer shall pay wages for the holidays enumerated in subclause (a) of this clause, 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.

(f) Where a worker has been employed on 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 proportion as the Inspector of Awards determines.

Suburban Work

8. (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.

If any worker is required to use the ferry for the purpose of going to or returning from any place outside his employer's shop where the work is to be done, his fare shall be paid by the employer.

(c) Time reasonably occupied by the workers in travelling or time occupied in conveying the workers to and from such work beyond the $1\frac{1}{2}$ miles or beyond the worker's home, whichever is the lesser, 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.

The central points hereinbefore referred to are:

- (i) In the case of the city of Wellington, the Te Aro Post Office.
- (ii) In the case of the borough of Greymouth, the Greymouth Main School, Tainui Street.
- (iii) In the case of the borough of Hokitika, the Main School.
- (iv) In the case of the city of Wanganui, the corner of Ingestre Street and the Avenue.
- (v) In the case of the borough of Napier, the Intermediate School.
- (vi) In the case of any city or town or borough other than the foregoing, the chief or principal post-office in such other city or town or borough.
- (vii) The central points specified in the foregoing paragraphs (i) to (vi) 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 established 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 (a) if the place where the work is to be performed is in any of the areas mentioned in paragraphs (i) to (v), the point specified in the appropriate paragraph; or (b) if the place where the work is to be performed is in any other city or town or borough or elsewhere the chief or principal post-office in the city or town or borough in or nearest to which the worker employed by him resides.

(viii) In each of the five areas mentioned in paragraphs (i) to (v) above and in each city, town, or borough coming within paragraph (vi) above, 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".

(d) 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 roofing or fixed-flooring 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.

Country Work

9. (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) 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 the provisions of subclause (d) of this clause, 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 or from a country job on a Sunday or holiday 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) 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 two 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.

(g) A meal allowance of 5s. for each meal shall be paid to workers travelling to and from country work.

(h) Notwithstanding anything contained herein, and subject to subclause (b) of clause 7 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 1s. 1½d. per hour in addition to the ordinary rates; and provided, further, that work done on any of the holidays named in this award or on a Sunday shall be paid for at double time rates.

(i) Overtime shall be worked on country work only at the express direction in writing of the employer.

(j) It shall not be competent for any 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.

Travelling-expenses

10. 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 3 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.

Accommodation

11. The employer shall, where necessary, make arrangements for sanitary accommodation, storage of workers' tools, and a place for workers to hang their clothes and take their meals. Boiling water shall be made available to workers at meal-times.

Stoppage of Work

12. (a) 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 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.

(c) This clause shall apply only to hourly workers.

General Provisions

13. (a) The worker who is responsible for carrying out the work and who gives instructions to other workers shall be paid 3s. 6d. per day in addition to the rate to which he is entitled under clause 3 of this award.

(b) The work of fixing battens for the carrying of tiles on roofs shall be deemed to be work covered by this award; but this shall not prevent this work being carried out by other workers by arrangement.

(c) When a worker is employed stripping or relaying an old slate, tiled, or asbestos roof which has been laid for over 10 years, he shall be paid 4½d. per hour in addition to the wage mentioned in clause 3 hereof.

(d) Workers engaged in using tar, bitumen, or crude oil shall be supplied (where necessary) with gloves, overalls, gumboots, or other protective materials, cotton-waste, and coconut-oil.

(e) Where any worker commences on any day to use tar or bitumen, he shall be paid the prescribed rates for all work done during the remainder of the day, irrespective of the time he is so engaged.

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

(g) Workers called upon to handle hot tar, hot bitumen, or any kind of hot asphaltic material shall be paid 2½d. per hour extra.

(h) (i) Roofers shall be paid 2½d. per hour as an allowance for overalls, rubber-soled shoes, and tools. Fixed-flooring workers shall be paid 1½d. per hour as a similar allowance.

(ii) An employer may elect to supply overalls, rubber-soled shoes, and tools, in which case the allowance will not be payable.

(i) Workers employed inside tanks, ships' holds, cellars, or other confined spaces shall be paid 2s. 9d. per day extra.

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. 9d. 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.

(j) Any worker required to work on a roof without a parapet that has a pitch of 45 degrees or more shall be paid 4d. per hour extra.

(k) Any worker called upon to perform any other work of a dirty, dangerous, or unpleasant nature shall be paid such extra rate per hour as may be agreed upon between the employer and the union. Failing agreement, the rate shall be settled in accordance with clause 16.

Piecework

14. (a) All piecework shall be prohibited; provided that an incentive bonus scheme may be entered into between the employer, the workers concerned, and the union.

(b) It shall be a breach of this award for any employer to enter into any contract or sublet any work coming within the scope of this award on a "labour only" basis, and any worker contracting or taking work on a "labour only" basis shall be guilty of a breach of this award.

Meal-money

15. (a) Employers shall allow meal-money at the rate of 5s. per meal when workers are called upon to work overtime after 6 p.m. on any day.

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

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

Disputes

16. The essence of this award being that the work of the employers shall not 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 the Conciliation Commissioner for the district. Either side shall have the right of 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 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.

Application of Award

19. 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

20. This award shall operate throughout the industrial districts of Taranaki, Wellington, Marlborough, Nelson, and Westland.

Term of Award

21. 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 1st day of September 1961, 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 28th 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 27th day of September 1961.

[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.

The Court has been requested to include the following statement in its memorandum:

“The assessors desire it to be recorded that the increase in wage rates agreed to in this award is in accord with the increase in wage rates awarded by the Court of Arbitration in the Wellington, Marlborough, Nelson, Westland, and Canterbury Concrete and Pumice Goods Workers’ Award, dated the 11th day of August 1961.”

A. TYNDALL, Judge.
