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**TARANAKI CONCRETE AND PUMICE GOODS WORKERS—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  
undermentioned council, board and companies (hereinafter called "the  
employers"):

Firth Concrete Ltd., New Plymouth.  
Firth Concrete Ltd., Stratford.  
Hume Pipe Co. (Aust.) Ltd., New Plymouth.  
Jarvis Concrete Works Ltd., New Plymouth.  
New Plymouth City Council, New Plymouth.  
Taranaki Electric Power Board, Eltham.

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 23rd day of August 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 28th day of  
March 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 whose manufacture includes the 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.

3. (a) The following shall be the minimum rates of wages:	<i>Wages</i>			Weekly Workers		Hourly Workers	
	£	s.	d.	s.	d.	s.	d.
Working foremen .....	14	0	0				
Head moulder .....	13	2	6	6	7		
Metal reinforcement welders (hand) .....	13	0	0	6	6		
Men on cement-spray gun in tile works .....	12	18	6	6	5½		
Junction fitters and makers .....	12	14	3	6	4		
Pattern or wooden mould makers for concrete sundries .....	12	14	3	6	4		
Mixers for concrete pipes, posts, and other concrete products .....	12	11	0	6	3		
Moulders .....	12	11	0	6	3		
Moulders lining iron or steel pipes with concrete .....	12	11	0	6	3		
Men engaged on breeze-block machine .....	12	11	0	6	3		
Men mixing for precast stone .....	12	11	0	6	3		
Metal-reinforcement welders (machine) .....	13	2	6	6	7		
Metal-reinforcement makers .....	12	14	3	6	4		
Concrete-roofing-tile makers .....	12	14	3	6	4		
Assemblers for pipes .....	12	9	0	6	3		
Men engaged in making of concrete and/or pumice coppers .....	12	7	0	6	2		
All other workers .....	12	0	0	5	11½		

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

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

(c) Nothing in this award shall apply to a working foreman in receipt of a salary in excess of £890 per annum excluding overtime.

*Youths*

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

	Per Week		
	£	s.	d.
Under 17 years of age	5	15	0
17 to 18 years of age	6	5	0
18 to 19 years of age	7	10	0
19 to 20 years of age	8	15	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*

5. (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.

(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.

(d) In the case of weekly workers a week's notice by either side shall be given of the termination of the engagement.

(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) Details of wages shall be supplied to each worker.

*Overtime*

6. (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.

(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 4s. 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 such time worked in excess of four and a half hours without an interval for a meal shall be paid for at overtime rates.

*Holidays*

7. (a) The following holidays shall be allowed: New Year's Day, 2 January, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Anniversary Day or the day usually observed.

(b) Payment for the above holidays, including Anniversary Day and 2 January, shall be made in accordance with the provisions of section 28 (2) of the Factories Act 1946.

(c) Work done on any of the above-mentioned holidays shall be paid for at double rates in addition to the payment provided for in subclause (b) hereof.

(d) All time worked on Sunday shall be paid for at the rate of double time.

(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) The provisions of the Public Holidays Act 1955 shall apply to this award.

(g) In the event of a holiday, other than Anzac Day, falling on a Saturday or a Sunday, such holidays 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.

(h) 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 two hours' work at the appropriate rate shall be made.

#### *Tools*

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

#### *Accommodation*

9. (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 meal-times.

#### *Country Work*

10. (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 8s. 7½d.: 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 clause 7 (d) 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*

11. (a) "Suburban work" means work performed outside a radius of 1½ 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 1½ miles radius shall be allowed and paid for by the employer at ordinary rates.

(c) No worker residing within 1½ 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*

12. (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.

(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) Employers shall allow a hot drink to be prepared and partaken during the morning and afternoon, provided there be no complete cessation of work.

(e) Gloves shall be supplied by the employer when 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.

(h) Workers who are required to apply oil to moulds or formers shall be paid 1d. per hour additional to ordinary rates whilst so employed.

(i) All piecework shall be prohibited.

### *First-aid Outfit*

13. 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*

14. (a) 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.

(b) The employer shall supply the secretary of the union on request, but not more frequently than once in each three months, the names of workers employed under this award.

### *Disputes*

15. 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 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*

16. (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*

17. (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.

#### *Requirements of Economic Stabilisation Regulations*

18. 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*

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 district to which this award relates.

#### *Scope of Award*

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

#### *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 23rd day of February 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 23rd day of August 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 28th day of March 1961.

[L.S.]

A. TYNDALL, Judge.

#### MEMORANDUM

Apart from adjustments which have been made with the consent of the representatives of the parties 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.