
TIMARU CITY COUNCIL GARDENERS AND LABOURERS—AWARD

In the Court of Arbitration of New Zealand, Canterbury Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Canterbury General and Builders' Labourers and Related Workers Industrial Union of Workers (hereinafter called "the union") and the under-mentioned council (hereinafter called "the employers"):

Timaru City Council, Timaru.

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 30th day of June 1964 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 1st day of November 1962.

[L.S.]

K. G. ARCHER, Judge.

SCHEDULE

Hours of Work

1. (a) The normal hours of work shall be 40 per week, eight hours of which shall be worked on each of five days of the week, Monday to Friday, both days inclusive.

(b) The normal hours shall be worked between 7.30 a.m. and 5 p.m.

(c) Notwithstanding the foregoing, sufficient men shall be available for cleaning up streets and conveniences on Saturday morning: Provided that if a man is called out on Saturday morning he shall be given at least four hours' work or be paid for a minimum of four hours: Provided, always, that not more than 40 hours are worked at ordinary rates of pay in any one week. For the purposes of this subclause a "week" shall be deemed to commence at 7.30 a.m. on Saturday and end at 5 p.m. on the following Friday.

(d) In the case of tidal work the hours shall be such as are mutually arranged between the union and the employer concerned.

(e) Workers shall not be required to work longer than five hours without an interval for a meal. The ordinary interval shall be one hour, but by agreement between the employers' representative and the workers concerned it may be reduced to not less than 30 minutes.

Wages

2. (a) Workers may be employed on a weekly or hourly basis. The employer shall notify the worker in writing, within one month of the engagement, respecting his status, otherwise thereafter employment shall be deemed to be weekly.

(b) The minimum rates of pay for labourers and all other workers not specifically mentioned shall be £13 18s. 4d. per week in the case of weekly workers, or 6s. 11½d. per hour in the case of hourly workers.

(c) Workers whilst employed at any of the following classes of work shall receive the special payment hereinafter provided for the particular work in addition to their ordinary wage:

- (i) Workers in charge of concrete mixers, 2½d. per hour.
- (ii) Workers in charge of the construction of boxing for sumps, manholes, kerbs, channels, concrete walls, coping and canopies, and placing of channel crossings, 3d. per hour.
- (iii) Carrying, boiling, mixing, or coming in contact with free tar, bitumen, or asphaltic oils, 2s. 6d. per day, and such workers shall be supplied with boots, overalls, and cleansing oil, and, where required, with gloves. "Free tar, bitumen, or asphaltic oils" shall mean tar, bitumen, or asphaltic oil which is not enclosed in barrels or drums.
- (iv) Workers erecting and dismantling scaffolds for which notice is necessary under the Scaffolding and Excavation Act 1922, 2½d. per hour.
- (v) Tunnel-men and timber-men, 2½d. per hour. Men in charge, 4½d. per hour.
- (vi) Using pneumatic hammers or drills, mechanical rammers, borers, and breakers, 3d. per hour, and when working in quarries, 4½d. per hour.
- (vii) Sinking shafts or trenches 6 ft or over in depth or working in excavations requiring workers to shovel more than 6 ft in height, 2½d. per hour.
- (viii) Any worker required to work in a bosun's chair over 30 ft from the ground, 4½d. per hour whilst so employed.
- (ix) Any worker required to undertake clerical duties in addition to his work as yardman at any of the council's depots, 3d. per hour.
- (x) A worker required to act as a ganger or foreman, 2s. 6d. per day.
- (xi) Worker in charge of crushing and screening plant, 4d. per hour.
- (xii) Skilled axeman, 4½d. per hour. Men employed topping trees above 12 ft from the ground, 1½d. per hour.
- (xiii) Workers employed as refuse-lifters, or loading household, general, and special order refuse, 6d. per hour.
- (xiv) Workers employed using weed-killer shall be supplied with rubber gloves, overalls and boots.
- (xv) Licensed drainlayers, 5½d. per hour; but this shall not apply to field drains. Pipe-jointers, 2½d. per hour.
- (xvi) Turncocks and pump attendants, 2½d. per hour.
- (xvii) Nozzlemen and operators of mechanical tar and bitumen-sprayers and pre-heating kettles, 3s. 10d. per day. Workers cleaning out tar-pits, tar-tanks, or bitumen-kettles, and workers required to place, transfer, and handle protective screens, 2½d. per hour.
- (xviii) Paving-plant: Man in charge, 4½d. per hour. Man weighing hot bitumen, 1½d. per hour.
- (xix) Engaged in cleaning sewers, 6d. per hour.
- (xx) Engaged in cleaning septic tanks, 6d. per hour.
- (xxi) Penal rates shall be paid under one subclause only, the higher rate on any one day.
- (xxii) A worker appointed as a safety officer on a job shall be paid 2s. 6d. per day in addition to any other payments to which he is entitled under this award.

(d) *Parks, Gardens, and Reserves*—The minimum rates of wages shall be:

Propagator—£18 7s. 6d. per week.

Gardeners first grade—£16 7s. 6d. per week in the case of weekly workers and 8s. 2½d. per hour in the case of hourly workers.

Gardeners second grade—£15 9s. 2d. per week in the case of weekly workers and 7s. 8½d. per hour in the case of hourly workers.

Gardeners labourers—£13 18s. 4d. per week in the case of weekly workers and 6s. 11½d. per hour in the case of hourly workers.

<i>Females:</i>		Per Week		
		£	s.	d.
First year .....	.....	6	10	0
Second year .....	.....	7	11	0
Third year .....	.....	8	12	0
Fourth year .....	.....	9	13	0
Thereafter, not less than .....	.....	10	14	0

Provided that females at the age of 18 years and upwards shall be paid not less than £8 12s. per week for the first year and thereafter according to scale. Not more than one female to every two adult gardeners shall be employed.

The employer shall pay the following extra rates to the holder of certificates issued under the Royal New Zealand Institute of Horticulture Act 1927:

Junior, 10s. per week.

Intermediate, 15s. per week.

Full diploma, 20s. per week.

(e) No reduction shall be made in the wages of any worker at present employed by virtue of the coming into force of this award.

(f) No deduction shall be made from the wages of any weekly worker other than for time lost through the worker's own default, sickness, or accident.

Overtime

3. (a) Time worked beyond the hours mentioned in clause 1 hereof in any one day 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.

(b) All work performed on Sundays shall be paid for at the rate of double ordinary time. For work performed on Saturdays, Sundays, or holidays a minimum of two hours shall be paid for.

Holidays

4. (a) The following shall be observed and paid for as holidays: New Year's Day and the following working day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and one other day to be mutually agreed upon. The employer shall notify the union of the day agreed upon.

(b) In addition to the payments required by subclause (a) hereof, all work done on any of the aforementioned holidays shall be paid for at double ordinary rates.

(c) In the event of a holiday, other than Anzac Day, falling on 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) Payments of wages for the holidays specified in subclause (a) hereof shall be made to all workers within the scope of this award who have been employed by the council for at least 10 days prior to the holiday occurring.

(e) All workers shall be granted an annual holiday in accordance with the provisions of the Annual Holidays Act 1944.

Termination of Engagement and Payment of Wages

5. (a) Wages shall be paid each week in working hours on the regular pay day not later than Thursday. In the event of a worker being dismissed for reasons other than misconduct, he shall be paid without delay, and when a worker leaves a job, after giving the appropriate notice, 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.

(b) In the case of weekly workers, one week's notice on either side shall terminate the engagement. In the case of casual workers, two hours' notice on either side shall terminate the engagement; but nothing in this clause shall apply to a worker dismissed for misconduct.

Travelling Time

6. If a worker is required to work at a distance of more than 2 miles from the employer's depot, or such other point in the case of each district as may be agreed upon between the employers and the workers, the employer shall do one or other of the following things:

- (a) Provide the worker with free transport to and from his work; or
- (b) Reimburse the worker any additional cost incurred by him in travelling to and from his work:

Time occupied by the worker in travelling to and from his work in excess of 15 minutes each way shall be deemed to be part of the day's work, and shall count as time or overtime, as the case may be.

- (c) No worker residing less than 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.

Meal-money

7. Where a worker is called upon to work overtime beyond one hour after the usual knock-off time on any day, he shall be granted a meal allowance of 5s., provided he cannot reasonably get home for a meal or has not been notified on the previous day that he would be required to work overtime.

Bicycle Allowance

8. Workers required to use their own bicycles in the work and business of the council shall be paid an allowance of 1s. per day or part of a day.

General Provisions

9. (a) Where reasonably necessary, the employer shall provide accommodation to enable workers to change and dry their clothes and have their meals.

- (b) Where necessary, sanitary accommodation shall be provided.

Refreshments

10. An interval of 10 minutes shall be allowed during each morning and afternoon.

Working Conditions and General Provisions

11. (a) Employees who are required to work outside in wet weather shall be provided with waterproof coats, leggings and sou'westers. Refuse loaders, collectors and tipmen shall be supplied with overalls, gloves and goggles.

(b) Workers with asphalt, tar, bitumen and other road emulsions shall be supplied with overalls. Nozzlemen and operators directing nozzles or sprayers of tar or bitumen or road oil plants shall be supplied with goggles, boots, gloves and such other protective clothing as the nature of their duties requires.

(c) Feeder employed at paving plant and workers employed on crushing and screening plant shall be supplied with overalls and goggles. If necessary, respirators shall be available on request.

(d) Parks, gardens and reserves staff cutting, pruning or transplanting thorny or prickly bushes, plants, shrubs, etc. shall be supplied with gloves.

(e) Workers operating spray-pumps, manual or mechanical, shall be supplied with protective clothing, including goggles and gloves.

(f) Safety belts for axemen topping trees shall be available on request.

(g) In the case of bitumen and tar workers, refuse collectors, and tipmen appropriate cleansing material shall be provided, together with an allowance of five minutes at lunch time and five minutes at knock-off time to enable workers to wash and change.

(h) Gumboots shall be supplied to all workers working in wet places, including employees of the parks and garden staff.

(i) Gloves, masks and other protective clothing or equipment as determined by the Department of Health for workers mixing or handling poisonous substances or working where poisonous or dangerous fumes are present or suspected, shall be available.

(j) All equipment must be returned to the employer's store before replacements are issued and also upon termination of employment and all equipment issued to employees remains the property of the employer. Workers shall be responsible for damage to equipment issued to them, other than damage due to fair wear and tear.

Definitions

12. (a) A gardener first grade is a worker who has served an apprenticeship of five years as a nurseryman's, or landscape gardener's, or gardener's apprentice, or is appointed as such by the employer.

A gardener second grade is a worker who has not served an apprenticeship of five years as a nurseryman's, or landscape gardener's, or gardener's apprentice, but who is appointed as such by the employer.

(b) "Tunnel-work" shall mean where the tunnel is 10 ft or over from the face, and shall also include any underground excavation that is over 8 ft in length, or any portion of a shaft more than 12 ft in depth below the surface level, or any excavation of any length under a roadway carrying traffic.

(c) "Timber-men" are those men directed to work in the trench or excavation and who are required to do the timbering, including the placing of walings, struts, and supervising driving of sheeting.

(d) A "working ganger" or "foreman" is an employee who is in charge of three or more workers.

(e) *Wet Places*—Six hours shall constitute a day's work where workers are working in wet places or foul air, and shall be paid for as if the workers had worked eight hours. A "wet place" shall mean a place where workers are standing in water, slush, mud, or wet concrete 3 in. or more in depth, or where water other than rainwater is dripping on them.

Further, when men working underground are definitely inconvenienced by water dripping from the roof, this shall be deemed to be a "wet place".

Tools

13. All tools shall be supplied by the employer.

Accidents

14. Modern first aid emergency cases, fully equipped, shall be kept in convenient and accessible places at each depot. Small outfits shall be supplied to all refuse vehicles.

Display of Award

15. A copy of this award shall be displayed in a conspicuous place in each depot.

Unqualified Preference

16. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within fourteen days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

(NOTE—Attention is drawn to section 174H 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.

Workers' Representative

18. Where he can lawfully do so, an employer bound by this award shall permit the secretary or other authorised representative of the union of workers to enter at all reasonable times (to be mutually arranged between the employer and the union) upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Disputes

19. The essence of this award being that the work of the employers shall not on any account be impeded but shall always proceed as if no difference 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 matters whatsoever arising out of or connected therewith and not specifically 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 (if required) 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 fourteen days after such decision has been made known to the party desirous of appealing.

Scope of Award

20. This award shall apply only to the parties named herein.

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 July 1962, 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 30th day of June 1964.

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 1st day of November 1962.

[L.S.]

K. G. ARCHER, Judge.

MEMORANDUM

The award, which incorporates the terms of settlement arrived at by the parties, includes a clause designed to operate as an unqualified preference provision within the meaning of section 174 of the Industrial Conciliation and Arbitration Act 1954 (as amended by the Industrial Conciliation and Arbitration Amendment Act 1961). Section 174B directs that the Court in making any award shall insert therein an unqualified preference provision only if it is satisfied under the first alternative that such a provision has been agreed upon by all the assessors in the course of an inquiry into an industrial dispute by a Council of Conciliation. For the purposes of section 174B the Court is satisfied to accept the complete settlement arrived at by the parties and executed by or on behalf of all the assessors as proof that the unqualified preference provision has been agreed to by all the assessors, and clause 16 has therefore been incorporated in the award in the form in which it was agreed upon in the Council of Conciliation.

The rates of remuneration prescribed by this award are *not* to be increased by the application of the provisions of the Court's general order of 4 July 1962.

K. G. ARCHER, Judge.
