

OTAGO LOCAL AUTHORITIES' LABOURERS—AWARD

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

Alexandra Borough Council, Alexandra.
Arrowtown Borough Council, Arrowtown.
Balclutha Borough Council, Balclutha.
Cromwell Borough Council, Cromwell.
East Taieri Cemetery Trust, Mosgiel.
Hampden Borough Council, Hampden.
Kaitangata Borough Council, Kaitangata.
Lawrence Borough Council, Lawrence.
Milton Borough Council, Milton.
Mosgiel Borough Council, Mosgiel.
Naseby Borough Council, Naseby.
Otago Central Power Board, Alexandra.
Otago Hospital Board, Dunedin.
Outram Town Board, Outram.
Palmerston Borough Council, Palmerston.
Port Chalmers Borough Council, Port Chalmers.
Queenstown Borough Council, Queenstown.
Roxburgh Borough Council, Roxburgh.
St. Kilda Borough Council, St. Kilda.
Tapanui Borough Council, Tapanui.
Vincent Hospital Board, Clyde.
Waikouaiti Borough Council, Waikouaiti.
Wanaka Island Domain Board, Wanaka.
West Harbour Borough Council, Ravensbourne, Dunedin.

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 31st day of March 1965 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 31st day of May 1963.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to the work performed by the local bodies parties hereto.

Hours of Work

2. (a) The normal hours of work shall be 40 per week, eight hours of which shall be worked on five days of the week between the hours of 7.30 a.m. and 5 p.m., Monday to Friday, both days inclusive.

(b) The interval for meals shall be a matter for mutual arrangement between the employer and the worker, after consultation with the union.

(c) No worker shall work more than five hours continuously without an interval for a meal.

Wages

3. (a) The minimum rate of pay for labourers and all other workers not specifically mentioned shall be £13 1s. 8d. per week.

(b) (i) Gardeners who have served an apprenticeship of five years to gardening or who hold a diploma under the Institute of Horticulture Act 1927, £14 10s. per week.

(ii) Other gardeners employed as such for a period of not less than five years, £14 per week.

(c) Workers employed in tunnels 10 ft or more in length, or in shafts or trenches of a depth of 6 ft or over, or in timbering shafts or trenches up to 6 ft in depth, 2½d. per hour extra. Threepence halfpenny per hour extra shall be paid for timbering shafts or trenches over 6 ft and up to 20 ft in depth, and 4½d. per hour extra shall be paid where the depth is over 20 ft.

(d) Workers employed in jointing gas, water, or sewer mains, 2½d. per hour extra.

(e) Workers employed on hammer and drill work, 2½d. per hour extra. Workers using explosives, 4½d. per hour extra.

(f) Workers engaged in handling tar, bitumen, tar or bitumen macadam (including plant mix), sheet asphalt or asphalted concrete, or weed-killer, 2s. per day or part thereof extra whilst so engaged. Sprayers (tar or bitumen) shall be paid 2s. 6d. per day or part thereof whilst so engaged. When requested workers shall be supplied with clogs and suitable gloves.

(g) Workers employed on refuse collecting or loading (other than driving), 7d. per hour extra.

(h) Gangers or leading hands while in charge of one or more men, 3s. per day extra.

(i) Workers operating power-driven implements (including lawnmowers), 3½d. per hour extra.

(j) Casual workers – i.e., workers employed for less than a week – shall be paid 6s. 6½d. per hour.

(k) Workers handling, mixing, or spreading wet concrete, 2¼d. per hour extra.

(l) Forest workers, 3s. per day extra.

(m) A worker fully employed as a sexton shall be paid not less than £13 8s. 4d. per week.

(n) Permanent workers in charge of motor camps shall be paid not less than £13 8s. 4d. per week. The hours of such workers may be extended over seven days, and any hours of duty on Saturdays or Sundays shall be paid for at ordinary rates, provided that 40 hours on duty have not been exceeded in any pay week. Overtime shall be payable for all time on duty in excess of 40 hours in any pay week:

(o) Five shillings per week additional shall be paid to each above-mentioned worker who, as at the date of the making of this award, has been employed continuously with the same employer for one year or more or who subsequently completes one year with his present employer.

Payment of Wages and Termination of Employment

4. (a) All wages shall be paid on a regular day, weekly or fortnightly, in cash during working hours. Except where the required notice has not been given by the worker or where the worker has been dismissed for misconduct, a worker leaving or being dismissed shall be paid, if he so requires, within 24 hours of the termination of his employment, and all waiting time beyond such period of 24 hours shall be paid for at ordinary rates. Where the required notice has not been given by the worker or where he has been dismissed for misconduct, he shall not be entitled to payment until the next ordinary pay day.

(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.

(c) When being paid, each worker shall be supplied with a statement showing details of the computation of his wages, overtime, holiday pay, and any other special payments and also details of any deductions so that the net amount being paid to him can be reconciled with his gross earnings.

Deductions

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

Sewer Maintenance

6. (a) Workers employed in sewers, foul or storm-water drains shall be paid 3s. 6d. per day extra.

(b) Workers employed dragging sewers and storm-water drains and cleaning mud tanks, etc., shall be paid 4d. per hour extra.

(c) When men are employed working in sewers, six hours shall constitute a day's work, and shall be paid for as if the workers had worked eight hours. Jerseys and/or overalls shall be provided, and the present prevailing conditions shall remain in force for men engaged in this class of work.

Meal Money

7. The employers shall allow meal money at the rate of 5s. 2d. per meal when workers are called upon to work overtime, provided such workers cannot reasonably get home for their meals.

Tools

8. All tools shall be provided by the employer.

Overtime

9. Time worked beyond the hours mentioned in clause 2 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.

Holidays

10. (a) Workers who have been employed at any time during the fortnight ending on the day on which the holiday occurs shall receive and be paid for each of the following holidays which falls on a working day: New Year's Day and the day following, Anniversary Day or another day in lieu thereof, Good Friday, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Anzac Day.

Where any worker has been employed by more than one employer during the fortnight ending on the day on which the holiday occurs, he shall be entitled to receive payment for the holiday from such one or more of those employers and, if more than one, in such proportion as the Inspector of Awards determines.

(b) When any of the foregoing holidays, other than Anzac Day, falls on a Saturday or Sunday, the next succeeding working day or days shall be observed.

(c) Except where otherwise provided, any work done on any of the above holidays or on Sundays shall be paid for at double time rates. Such payment shall be in addition to the payment provided for in subclause (a) hereof.

(d) Annual holidays shall be allowed in accordance with the Annual Holidays Act 1944.

Travelling Times

11. Work shall commence and finish at the depot or yard of the employer, or at such other place that is mutually agreed upon between the employer and the union.

Accommodation

12. Where deemed reasonably necessary by the Inspector of Awards, each employer shall provide accommodation to the satisfaction of the inspector to enable workers to change their clothes and have their meals; and he shall also provide proper sanitary accommodation for them. The accommodation shall be supplied with a suitable heating appliance.

Accidents

13. A first aid emergency outfit, suitably equipped, shall be maintained by the employer in a place convenient and accessible to the workers.

Right of Entry Upon Premises

14. Employers 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.

General

15. (a) A 10 minute break shall be allowed employees covered by this award to partake of morning and afternoon tea.

(b) It shall be a breach of this award for any employer to sublet work on piecework or cooperative contract, unless by mutual arrangement between the union and the employer concerned.

(c) An employer shall consider on its merits an application made by any worker with 12 months' service or more for payment for time lost through sickness or an application to have his accident-compensation payments made up to his full wages.

(d) When workers are required to work in rain, oilskin coats, sou'westers, and leggings shall be supplied to such workers. Overalls shall be supplied to men collecting town refuse.

(e) *Wet Places*—Gumboots shall, where necessary, be supplied by the employer when the workers are working in water, slush, or in wet concrete over 1 in. in depth, and workers engaged in such places, while wearing gumboots, shall be paid 1s. 6d. per day additional.

(f) Except for essential services, or where inside work is not provided, workers shall be allowed to shelter during heavy rain or stormy weather without loss of pay. In emergency cases the roster system shall operate. The onus of ceasing work on account of bad weather shall be placed on the overseer.

(g) Overalls shall be supplied to workers when required.

Disputes Committee

16. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary and/or other representatives of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner for the district, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within 14 days after such decision shall have been communicated to the party desiring to appeal.

Unqualified Preference

17. (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 14 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.)

Application of Award

18. 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 that part of the industrial district to which this award relates.

Exemptions

19. (a) Notwithstanding the provisions of clause 18 hereof, this award shall not apply to the following local bodies:

- Dunedin City Corporation.
- Dunedin Drainage and Sewerage Board.
- Ocean Beach Domain Board.
- Oamaru Borough Council.
- Green Island Borough Council.

(b) Salaried workers in receipt of a salary of £900 or more per annum shall be exempted from the provisions of this award.

Scope of Award

20. This award shall operate throughout the Otago and Southland Industrial District excluding that portion formerly known as the Province of Southland.

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 first day of the pay period in each establishment commencing on or after the 1st day of April 1963, 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 31st day of March 1965.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 31st day of May 1963.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Council of Conciliation.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 17 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.