

CANTERBURY LOCAL BODIES (URBAN SECTION) 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 undermentioned councils and board (hereinafter called "the employers"):

BOROUGHS

Ashburton Borough Council, Ashburton.
Geraldine Borough Council, Geraldine.
Kaiapoi Borough Council, Kaiapoi.
Lyttelton Borough Council, Lyttelton.
Rangiora Borough Council, Rangiora.
Riccarton Borough Council, Riccarton.
Temuka Borough Council, Temuka.
Waimate Borough Council, Waimate.

HOSPITAL BOARDS

South Canterbury Hospital Board, 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 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 26th day of September 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) Unless otherwise provided herein, a normal week's work shall be 40 hours, to be worked between 7.30 a.m. and 5 p.m. on five days of the week, Monday to Friday, both days inclusive. An ordinary day's work shall not exceed eight hours.

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

(c) 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.

Emergency Work

3. (a) Emergency work shall mean work necessitated by wind, rain, snow, storms, floods, tides, slips, and earthquakes, and requiring immediate attention to keep open or restore essential services.

(b) In the case of such emergency work, and notwithstanding anything contained elsewhere in this award, the following provisions shall apply:

(i) Except on holidays named in subclause (a) of clause 10 of this award, and on Sundays, up to eight hours may be worked on any one day without payment of overtime, and time and a half rates shall be paid beyond eight hours' work on such days.

(ii) On holidays provided in subclause (a) of clause 10 ordinary time shall be paid for the first eight hours in addition to the holiday pay provided for in subclause (a) of clause 10. Double time shall be paid for work done beyond the first eight hours and for all work done on Sundays.

(c) Should any dispute arise under this clause as to the interpretation of "emergency work", the question shall be referred to the disputes committee provided for in clause 23 hereof.

Wages

4. (a) The minimum rates of wages payable shall be:

	£	s.	d.
Weekly workers	13	1	8 per week
Casual workers	0	6	6½ per hour

A "casual worker" is a worker employed for less than four consecutive weeks.

(b) Qualified gardeners shall be paid not less than £14 10s. per week.

A qualified gardener is a worker who has served an apprenticeship of not less than five years in the trade or who, at the date of coming into operation of this award has been employed as a gardener for a period of not less than five years.

Unqualified gardeners shall be paid not less than £13 5s. per week.

An unqualified gardener is a worker who is employed as a gardener but who has neither served an apprenticeship nor been employed as a gardener for a period of five years or over.

(c) The following extra rates shall be paid to holders of certificates issued under the Royal New Zealand Institute of Horticulture Act 1927:

	Per Week	
	s.	d.
Junior	6	0
Intermediate	8	0
Full diploma	13	0

(d) Each local body on request shall supply the secretary of the local union with a list of the weekly and casual workers employed under this award.

(e) 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) Carrying, boiling, mixing, or coming into contact with free tar, bitumen, or asphaltic oils, 2s. 1d. 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.
- (ii) Directing the nozzle or sprayer in spraying tar, bitumen, or emulsion, 3s. 7d. per day.
- (iii) Sinking shafts or trenches over 6 ft in depth or working in excavations requiring workers to shovel more than 6 ft in height, 3d. per hour.
- (iv) Working in a trench and responsible for the timbering, including placing of wallings, struts, and supervising driving of sheeting, 3d. per hour.
- (v) Working as gangers or leading hands while in charge of three or more men, 3s. 1d. per day.
- (vi) Using explosives, 4d. per hour.
- (vii) Pipe laying or jointing, 2d. per hour.
- (viii) Refuse collecting or loading (other than driving), 6d. per hour.
- (ix) Engaged in cleaning sewers, 6d. per hour.
- (x) Engaged in cleaning septic tanks, 6d. per hour.
- (xi) Using pneumatic hammers or drills, mechanical rammers, borers, and breakers, 4d. per hour, and when working in quarries, 6d. per hour (without the extra payment provided in paragraph (xii) of this subclause).
- (xii) Working in quarries, crusher feeding, and crusher attending, 1½d. per hour.

- (xiii) Cemetery workers whilst engaged in disinterment or reinterment, 7s. 9d. per disinterment or reinterment.
- (xiv) Men employed topping trees, 3s. 1d. per day.
- (xv) Feeding concrete mixers, handling, mixing, and spreading wet concrete, 2½d. per hour.
- (xvi) Operating power driven rotary hoes, cultivators, and motor-mowers 30 in. and over while in use in virgin ground and on road verges, 3d. per hour.
- (xvii) Operating internal combustion engines of over 10 and up to 20 horsepower, and electric motors over 10 and up to 50 horsepower, 2½d. per hour.
- (xviii) Erecting and dismantling scaffolds for which notice is necessary under the Scaffolding and Excavation Act, 3d. per hour.
- (xix) Workers engaged in the demolition of or repair to any building or fittings destroyed or damaged by fire which necessitates the handling of charred timber shall be paid 3d. per hour additional.

Workers engaged in demolition work shall be paid 2d. per hour additional.

The extra payment for demolition work shall not apply to demolition work arising out of alterations to a building, except in cases which have been agreed upon as a result of a decision reached through the disputes clause of this award (clause 23).

Only one special payment shall be payable at the one time. Where two such payments are applicable, the higher rate shall be paid.

(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.

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

Variation of Duties

5. Nothing in this award shall prevent any worker covered hereby from doing work covered by another award: Provided that while so engaged he shall be paid at least the rate which is fixed in such other award.

Definitions

6. (a) Nothing in this award shall apply to a foreman or overseer who does not perform manual work.

(b) A "working ganger" or "leading hand" is an employee who is in charge of three or more workers.

(c) 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 3 in. or more in depth, or where water other than rain water is dripping on them; but if the employer shall provide the workers with overalls or gumboots, or both, the place shall not be deemed to be a wet place unless, owing to the depth of the water or soakage, the boots or overalls supplied do not adequately protect the worker.

(d) Workers required to work in wet places or sewers shall be paid 2d. per hour sock allowance while wearing gumboots.

Bicycle Allowance

7. Where a worker is required to use his bicycle in the business of the local body he shall be paid an allowance of 3s. per week.

Tools

8. All tools shall be supplied by the employers.

Overtime

9. All time worked outside of, or in excess of the hours specified in subclause (a) of clause 2 hereof shall be considered overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter. For work done on Saturdays a minimum of one hour shall be paid for; all work done on Sundays shall be paid for at double ordinary rates with a minimum payment as for two hours' work. All overtime shall be calculated on a daily basis.

Holidays

10. (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) of this clause, all work done on any of the aforementioned holidays shall be paid for at double ordinary rates, with a minimum payment as for two hours' work.

(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 such Monday, such other holiday shall be observed on the succeeding Tuesday.

(d) A worker employed at any time during the fortnight ending on the day of any holidays mentioned in subclause (a) of this clause shall be entitled to payment for the holiday, an amount equal to one-tenth of his wages for an ordinary working day multiplied by the number of ordinary working days upon which he was employed during the fortnight by that employer.

Where on any working day during the aforementioned fortnight a worker has not otherwise been in employment in which he is entitled to payment for the holiday, the employer who last employed him under this award during that fortnight shall be liable to pay him in respect of each day on which he was not otherwise employed as aforesaid, an amount equal to one-tenth of his wages for an ordinary day.

For the purpose of this subclause a certificate in writing by any person that he has not for any period during the said fortnight been employed on an ordinary working day in any employment for which he is entitled to payment for any of the holidays mentioned in subclause (a) of this clause shall be prima facie evidence of the fact. No worker shall be entitled to receive payment for more than the equivalent of one day's wages for any such holiday.

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

Termination of Employment and Payment of Wages

11. (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 reason other than misconduct, he shall be paid without delay; and when a worker terminates his employment he shall, on demand, be paid within 24 hours of leaving. All waiting time beyond the prescribed time shall be paid for at ordinary rate.

(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

12. (a) When a worker is required to proceed to work distant more than $1\frac{1}{2}$ miles from the local authority's established depots, he shall be paid for the time occupied in travelling to and from such work at ordinary or overtime rates, as the case may be, and shall be conveyed to and from such work at the cost of the employer. Where transport is not provided by the employer the cost of fares incurred by the worker in so travelling shall be paid by the employer. No worker residing less than $1\frac{1}{2}$ miles by the nearest convenient mode of access for foot passengers from the place where the work is to be done shall be entitled to the allowance mentioned in this subclause.

(b) Where reasonably necessary the employer shall provide protection for men from rain, snow, or hail whilst they are being conveyed to and/or from work in the employer's vehicle.

General Provisions

13. (a) Employees who are required to work outside in wet weather shall be provided with waterproof coats, leggings, and sou'westers. Household and general refuse loaders shall be supplied with overalls, gloves, and goggles.

(b) Workers with asphalt, tar, bitumen, or other road emulsions shall be supplied with overalls. Operators directing nozzles or sprayers of tar or bitumen plants shall be supplied with clogs or boots, goggles, and gloves.

(c) Men cleaning and repairing drains, sewers, and septic tanks and employed in concrete gang on kerbing, channelling, sump building, and pipelaying shall be provided with overalls.

(d) Men operating pneumatic machines, including compressor attendant, and quarry workers feeding and attending crusher shall be provided with overalls.

(e) Gardening staff cutting, pruning, or transplanting thorny or prickly bushes, plants, shrubs, etc. shall be supplied with gloves.

(f) Workers operating spray pumps (manual or mechanical) shall be supplied with protective clothing, including gloves.

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

(h) Appropriate summer and winter coats shall be supplied to sextons and cemetery workers in attendance at funerals.

(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 a worker's 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.

Accommodation and Sanitation

14. Accommodation shall be provided in each yard or depot to enable workers to change their clothes and take their meals. Where practicable, adequate sanitary accommodation shall also be provided, including hot and cold water, wash basins, and soap or a liquid equivalent. A weatherproof cycle stand for employee's cycles shall be available in each yard.

Piecework

15. No work shall be done by piecework or on "labour only" contract unless by mutual agreement between the local workers' union and the local employers' association.

Meal Money

16. 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. 2d. 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.

Timbering

17. All timbering shall be done in accordance with the provisions of the Construction Act 1961.

Ventilation

18. In all drives and tunnels adequate provision shall be made whereby workers at the face shall be supplied with fresh air equivalent to 30 cubic feet per man per minute.

Workers' Representative

19. 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.

First Aid

20. A properly equipped first aid emergency kit shall be kept in a convenient and accessible place. Small outfits shall be supplied to all refuse vehicles.

Crib Time

21. Ten minutes in the forenoon and 10 minutes in the afternoon shall be allowed as crib time.

Display of Award

22. The employer shall display in a conspicuous place in each depot a copy of this award.

Disputes

23. The essence of this award being that the work of the employer 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 with this award and not dealt with herein, 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.

Unqualified Preference

24. (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

25. 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

26. This award shall operate throughout the Canterbury Industrial District: Provided that nothing in this award shall apply to employees already covered by another award or industrial agreement which may be operative at the date of the coming into force of this award.

Term of Award

27. 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 29th day of July 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 26th day of September 1963.

[L.S.]

A. TYNDALL, Judge.

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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 24 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.
