
GISBORNE CITY COUNCIL LABOURERS—AWARD

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

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

Gisborne City Council, Gisborne.

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 5th day of May 1966 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 5th day of May 1964.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Hours of Work

1. (a) Except where otherwise provided, 40 hours shall constitute a week's work to be worked on five days of eight hours each between the hours of 7.30 a.m. and 5 p.m. from Monday to Friday. Not more than five hours shall be worked without an interval for a meal.

(b) Six hours shall constitute a full day's work when workers are working in foul air, in tunnels, or in wet places, and such work shall be paid for as if eight hours had been worked. A "wet" place shall mean a place where workers are standing in 2 in. or more in depth of water, mud, or slush, or where water other than rain water is dripping on them; but if the employer shall provide the worker with adequate protective materials the place shall not be deemed a "wet" place.

Street Cleaners

2. Street cleaners shall work the hours and be paid the rates of wages prescribed hereunder:

- (a) Thirty-two hours to be worked on four days of eight hours each between Monday and Friday at the rate of wages prescribed under subclause (k) of clause 9.
- (b) Four hours to be worked before noon on Saturdays at rate of time and a half.
- (c) Three hours to be worked before noon on Sundays at double ordinary rates.
- (d) The engineer to fix the starting time in advance.
- (e) The engineer to prepare a roster for each man to have one Sunday off in every third week.

Pump Attendants and Convenience Men

3. For pump attendants and convenience men 40 hours shall constitute a week's work, to be worked eight hours daily on any five of the seven days of the week, extending from Sunday to Saturday inclusive. No overtime shall be paid for work done on Saturday or Sunday where such work is performed within the normal 40 hours per week. In the event of a statutory holiday being observed on a non-working day for workers covered by this clause, then the worker shall be allowed one additional day of annual leave for each such holiday.

Rates of Wages

9. The minimum rates of wages shall be as follows:

| | | Per Week | | |
|-----|---|----------|----|----|
| | | £ | s. | d. |
| (a) | Gangers | 14 | 9 | 6 |
| (b) | General labourers | 13 | 6 | 8 |
| (c) | First-class gardener | 14 | 9 | 6 |
| (d) | Pump attendants | 15 | 2 | 9 |
| (e) | Assistant pump attendants | 14 | 5 | 3 |
| (f) | Convenience men and sewer main attendants | 14 | 1 | 7 |
| (g) | Bath attendants— | | | |
| | Male | 14 | 12 | 9 |
| | Female | 10 | 4 | 10 |
| (h) | Turncock | 17 | 1 | 8 |
| (i) | Assistant turncock | 15 | 2 | 9 |
| (j) | Headworks foreman | 15 | 12 | 9 |
| | | Per Hour | | |
| | | s. | d. | |
| (k) | Street cleaners | 6 | 8 | |
| (l) | Casual labourers | 6 | 8 | |

(m) In addition to the rates prescribed in subclauses (a) to (j) of this clause, a worker shall be entitled to extra payments in accordance with the following scale for time worked on the classes of work stated:

| | | Per Hour | |
|--|---|----------|--|
| | | d. | |
| | Rock drilling with popper and machine drills | 3½ | |
| | Shot firing | 3½ | |
| | Sanitary drain-laying | 3½ | |
| (A "sanitary drain" shall be deemed to be a drain used for sewerage and not for storm water.) | | | |
| | Tunnelling | 3½ | |
| (A "tunnel" shall mean any underground excavation that is over 15 ft in length and any shaft or excavation that is over 15 ft in depth.) | | | |
| | Using vibrators when subject to vibration | 2¾ | |
| | Kerb setting | 2¼ | |
| | Water service laying (other than turncocks) | 2¼ | |
| | Pipe-jointing and caulking | 2¼ | |
| | Timbering | 2¼ | |
| | Power-pump attending (does not apply to hand pumps) | 2¼ | |
| | Workers employed on motor-mowing (other than first-class gardeners) | 2¼ | |
| | Workers engaged in feeding concrete mixers or handling, mixing, or spreading wet concrete | 2¼ | |
| | Pipe laying | 1½ | |
| | Operating flame-thrower | 1½ | |
| | Using hand-scythes | 1½ | |

(n) No deductions shall be made from the wages of any workers for the holidays prescribed in clause 23 hereof.

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

(p) Wages shall be paid weekly not later than Thursday. All overtime and other additional payments shall be computed and paid fortnightly.

(q) After one month's employment, unless notified to the contrary in writing, workers shall be classified as permanent hands and shall be paid at the rate of 15s. per week in excess of the rates prescribed in subclauses (a) to (k) inclusive,

and they may be called upon to do any work coming within the scope of this award without the extra payments as provided in subclause (m) of this clause, or in clause 10.

Height Money

10. Workers employed lopping trees more than 8 ft above the ground to be paid 6d. per hour extra while so employed.

Depth Allowance

11. Workers engaged in sinking shafts, sumps, pierholes, or working in trenches over 6 ft in depth shall be paid the following extra payments:

| | Per Hour d. |
|---|----------------|
| Over 6 ft and up to and inclusive of 12 ft | 4 |
| Over 12 ft and up to and inclusive of 15 ft | 5 |
| Over 15 ft and up to and inclusive of 20 ft | 6½ |
| Over 20 ft | 8 |

Nursery Employees

12. Workers employed in the nursery if called back to work on Saturdays, Sundays, or any holiday, to be paid a minimum of two hours.

Deductions

13. Subject to the provisions of clause 25, the employer may make a rateable deduction from the wages prescribed for time lost by the worker through accident, sickness, or default.

Tar or Bitumen Work

14. (a) Men engaged in using tar, bitumen, or crude oil shall be supplied with gloves, overalls, gumboots, or other protective materials, cotton waste, coconut oil, or crude oil. Working boots shall be supplied to men working as nozzlemen and pre-heater men.

(b) Where any employee commences to use any of the above-mentioned materials, he shall be paid the prescribed rates for a minimum of four hours, irrespective of the time he is engaged. Any patching work not exceeding one hour shall be exempt from the provisions of this clause.

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

(d) Nozzlemen engaged in the spraying of tar or bitumen shall be paid 1s. 6d. per hour extra whilst so engaged, and the spreaders spreading hot-mix asphalt preparations shall be paid 5d. per hour additional whilst so engaged, and workers spreading metal chips binding shall be paid 4½d. per hour whilst so employed.

(e) Workers engaged in the handling of free tar, bitumen, or in the cutting up or otherwise coming into contact with tar or bitumen shall be paid 5d. per hour extra whilst so engaged.

(f) All workers employed on the mixing floor at the hot-mix plant preparing hot-mix shall receive 1s. per hour extra.

(g) Workers employed in the handling of bituminous cold emulsions shall be paid 5d. per hour extra whilst so employed.

Dirty Work

15. (a) Workers engaged clearing or repairing blocked or defective sewers and foul drains or sewage pumps, or engaged on night-soil work, or coming in contact with faecal or sewage matter, shall receive the sum of 5s. 3d. per day or part of a day whilst so employed.

(b) Workers employed cleaning inside septic tanks shall receive double rates. Workers employed flushing septic tanks shall be paid at the rate of time and a half whilst so employed.

(c) Workers employed in stormwater or culverts or sewer manholes shall be paid 5d. per hour extra for the time that they are so engaged.

General Conditions

16. (a) The council shall provide gumboots for all workers engaged in working in sewers or wet places. Workers required to wear gumboots shall be paid an allowance of 1s. 3d. per day or part of a day.

(b) All material shall be the property of the council, and the men using same shall be held responsible for any loss or damage through wilful destruction or neglect. Before a second or subsequent issue is made, the old material shall be returned to the overseer. Gumboots, oilskin coats or leggings shall be in the sole charge of the workers who receive them, and they shall be fully responsible for same. Before any new issue is made the old issue shall be returned to the overseer.

(c) Lifebuoy soap shall be supplied in the sanitary depot and in the hot-mix plant.

(d) Oilskin coats and leggings shall be supplied where required to outside workers at the discretion of the engineer.

Smoko

17. Employees shall be allowed 10-minute intervals morning and afternoon for the purpose of smoko.

Bicycle Allowance

18. Employees who are required to use their own bicycles for the purposes of their employment shall receive an allowance of 1s. per day.

Meal Money

19. (a) When a worker is required to work overtime after 5.30 p.m., the employer shall provide such worker with sufficient meal or pay him 5s. 3d. meal money unless he can reasonably go home for a meal in the time allowed.

(b) When workers are required to work under tidal conditions continuously without a meal, then such workers shall be paid double rates for the period usually observed as midday meal time.

(c) Any worker employed on the tar pre-heater who is required to stand by during his meal hour shall be paid double time rates for the first half-hour.

(d) When any shift worker is employed at the request of the employer on an extra shift in any department within the scope of this award, 5s. 3d. meal money shall be allowed.

Accidents

20. A modern first aid emergency case, fully equipped, shall be kept by the council in a convenient and accessible place in each place where men are working.

Variation of Duties

21. Nothing in this award shall prevent any worker covered hereby from doing work covered by another award or agreement: Provided that while so engaged he shall be paid at least the rate which is fixed in such other award or agreement, but so as not to reduce his existing rate.

Accommodation

22. Where practicable, the council shall provide accommodation to enable workers to change their clothes and have their meals. The council shall also provide, where practicable, hot water for ablution purposes and proper sanitary accommodation.

Holidays

23. (a) Employees covered by this award shall receive and be paid for the following holidays: New Year's Day, 2 January, Anniversary Day (Auckland Province), Good Friday, Easter Monday, Anzac Day, Labour Day, Christmas Day, Boxing Day, the birthday of the reigning Sovereign, and one other day agreed upon by the employer and the union.

(b) When any of these holidays, other than Anzac Day, falls on a Saturday or Sunday the following Monday or Tuesday or both shall be observed.

Annual Holidays

24. (a) The provisions of the Annual Holidays Act shall apply to all workers covered by this award.

(b) In addition to the provisions of the Annual Holidays Act, the following workers shall be granted one extra week's leave after each 12 months of service with pay: resident caretakers and assistant resident caretaker, Waikanae Beach and Churchill Park Camps; turncocks and headworks foreman; pump attendants; assistant pump attendants; sewer-main attendants and street cleaners.

Sick Leave

25. On production of a medical certificate, weekly workers and street cleaners shall be entitled to be paid for five days' sick leave during any year of service; if such payment is not made in any year, the leave may be accumulated to a maximum of 15 days. This clause shall not apply to casual workers.

Terms of Employment

26. In the case of weekly workers and street cleaners, 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. This, however, shall not prevent the summary dismissal of any worker for misconduct.

Overtime

27. (a) Work done outside or in excess of the hours herein prescribed shall be deemed to be overtime and shall be paid for as follows: for the first two hours at the rate of time and a half, and thereafter double time. Overtime shall be booked to the nearest quarter of an hour: Provided that any worker called back to work after having ceased work for the day shall be paid a minimum of two hours.

(b) Except where otherwise specified, work performed before the ordinary hours of commencing work shall be paid for at double time rates up to 6 a.m., and thereafter time and a half up to 7.30 a.m.

(c) Except where otherwise provided, all work done on Sundays and holidays shall be paid for at double time rates.

Suburban Work

28. Work done outside the city boundary shall be considered suburban work and workers employed thereon shall either proceed to and from such work or shall be conveyed to and from such work at the expense of the employer, as the

employer may determine. Time reasonably occupied by the workers in travelling, or time occupied in conveying the workers to and from such work beyond the city boundary before-mentioned shall be allowed and paid for by the employer. No workers residing less than $1\frac{1}{2}$ 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 allowances mentioned.

Country Work

29. (a) "Country work" means work at which a worker is required to sleep away from home.

(b) Any worker employed on country work shall be conveyed by the council to and from such work at four-weekly intervals free of charge.

(c) Time occupied in travelling shall be paid for at ordinary rates, but no worker shall be paid more than an ordinary day's wage for any day occupied by him in travelling, although the hours may exceed eight, unless on the same day he has been occupied in doing work for the council.

(d) Workers employed on country work shall be paid an additional 12s. 6d. per day for each working day but the council may in lieu thereof provide them at its own expense with suitable board and lodging.

Unqualified Preference

30. (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.)

Under-rate Workers

31. (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.

Disputes

32. 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 the interpretation or meaning of any clause contained therein or as to any matter 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 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. The decision of the majority of the committee shall be binding.

Term of Award

33. 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 20th day of April 1964, 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 5th day of May 1966.

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 5th day of May 1964.

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

A. TYNDALL, Judge.