

NORTHERN INDUSTRIAL DISTRICT CONCRETE WORKERS—AWARD

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 Auckland Ceramic, Concrete,
Builders and General Labourers and Related Trades Industrial Union of
Workers (hereinafter called “the union”) and the undermentioned persons,
firms, and companies (hereinafter called “the employers”):

Aitken's Concrete Works (G. W. Aitken), Carnovan Street, Gisborne.
B. and B. Concrete Co. Ltd., 25 Crowhurst Street, Newmarket.
Clarke Petrous Ltd, Station Street, Penrose, Auckland.
Cowperthwaite Ltd., 852 Three Kings Road, Auckland.
Craig, J. J., Ltd., 100 Queen Street, Auckland.
Firth Concrete Co. Ltd., Main Road, Te Rapa, Hamilton.
Franklin Concrete Products, Tuakau.
Hume Pipe Co. Ltd., Dilworth Buildings, Custom Street, Auckland.
Napier Concrete Co., Queen's Arcade, Custom Street, Auckland.
Ngatea Engineering Co., P.O. Box 31, Ngatea.
Paramount Tile Co., Te Rapa, Hamilton.
Roberts Concrete Yard, The Drive, Tauranga.

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 18th day of June 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 3rd day of February
1965.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Hours of Work

1. The ordinary hours of work for workers coming within the scope of this
award shall not exceed 40 hours per week and shall be worked between 7.30 a.m.
and 5 p.m. on five days of the week, Monday to Friday inclusive.

Shift Work

2. (a) *Definitions*—“Shift work” shall mean work which is carried out by two or more successive relays or spells of workmen, each relay performing substantially the same duties as the outgoing shift.

Work shall not be deemed to be shift work unless shifts are worked on four or more consecutive working days.

(b) *Hours of Work*—Shifts may be worked as required by the employer. The ordinary hours of work shall not exceed five shifts of eight hours each, inclusive of meal breaks, to be worked between midnight Sunday-Monday and midnight Friday-Saturday.

(c) *Overtime*—Time worked in excess of eight hours on any ordinary shift within the period midnight Sunday-Monday to midnight Friday-Saturday shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

Time worked on Saturday shall be paid for at the rate of time and a half for the first three hours and double time thereafter, provided that any time worked after 12 noon shall be paid for at the rate of double time.

(d) *Sundays and Holidays*—Time worked on Sunday or on any of the holidays specified in subclause (a) of clause 6 of this award shall be paid for at the rate of double time.

(e) *Shift Allowance*—A worker employed during the period midnight Sunday-Monday to midnight Friday-Saturday on a shift any part of which falls outside of the hours of 7.30 a.m. to 5 p.m. shall be paid a shift allowance of 5s. 6d. per shift.

(f) *Annual Holidays*—(i) In addition to the holiday to which he is entitled under subclause (g) of clause 6 of this award a worker who has worked on shift work for a complete year shall be allowed an additional week’s holiday on the same terms as to payment as are provided for in the Annual Holidays Act 1944.

(ii) In addition to the holiday to which he is entitled under clause 6, a worker who has not worked on shift work during the whole year, but for a portion of the year only, shall be allowed such proportionate part of such additional week’s holiday as is commensurate with the time he has worked as a shift worker.

(g) *Transport*—Arrangements for the transport of shift workers who are required to commence work or finish work at a time when public wheeled traffic is not available, shall be left to the employer.

Any dispute or difference that may arise under this subclause shall be dealt with in the manner provided by clause 12 (Disputes).

Overtime

3. (a) Time worked in any one day in excess of or outside the hours laid down shall be paid for at not less than one half as much again as the ordinary rate for the first three hours and double time thereafter.

(b) Overtime shall be calculated daily.

(c) Subject to the provisions of the Factories Act 1946, in the event of a worker being required to work overtime after 6 p.m. and being unable to get home for a meal, he shall be paid 5s. 6d. additional for tea money.

(d) A meal period of not less than half an hour and not more than one hour shall be allowed.

(e) A worker shall not be required to work for more than four and a half hours continuously without being granted a meal period. If such an interval is not allowed at the end of four and a half hours’ continuous work, the worker shall be paid half ordinary rate extra until the interval is allowed.

(f) A worker who is called back after ceasing work for the day or on a Saturday or on a Sunday, or on a holiday prescribed in subclause (a) of clause 6 of this award, shall be paid for a minimum of three hours at the appropriate rate.

Definitions

4. "Moulder" is a worker in charge of pipe machines.

"Reinforcement makers" are workers engaged in the manufacture of reinforcements by welding process.

Wages

5. (a) The minimum wage for an adult male worker shall be £14 1s. 8d. per week; Provided that such a worker whose employment is for five consecutive working days or less shall be classed as a casual and paid a minimum rate of 7s. 0½d. per hour.

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

	Per Hour
	d.
(i) Head moulder	4½
(ii) Metal reinforcement welders (hand)	4½
(iii) Men on cement-spray guns	4
(iv) Junction fitters and makers	3
Pattern or wooden-mould makers for concrete sundries	3
(v) Mixers for concrete pipes, posts and other concrete products	2¾
Moulders	2½
Moulders lining iron or steel pipes with concrete	2½
Men engaged on block machine	2½
Men mixing for precast stone	2½
(vi) Metal reinforcement welders (machine)	4½
Metal reinforcement makers	3
Concrete roofing tile makers	2¼
Concrete roofing tile makers (hand)	3¼
Assemblers for pipes	2
(vii) Men engaged in the making of concrete and/or pumice coppers	1½
(viii) Men operating internal transport	2¼
(ix) Cubers	2¼
(x) Prestressed concrete workers (both pretensioning and postensioning)	2¼

(c) A "working foreman", "ganger", or "leading hand" is a worker in control of at least four other men working as a gang and shall be paid the following rates per day extra while so employed:

	s.	d.
Four to five other men	2	5
Six to seven other men	2	9
Eight to nine other men	3	1
Ten or more other men	3	6

(d) Nothing in this clause shall operate so as to reduce the present rate of wages of any worker in the industry.

(e) *Youths*—Youths may be employed at the rates in subclause (f) of this clause in the proportion of not more than one to each three or fraction of three workers paid at the rates prescribed for adult male workers. If an employer employs youths and fails to comply with the foregoing requirements, then all workers employed by him under this award shall be paid the full rates prescribed in subclause (a) of this clause for any period during which he so fails to comply.

(f) Male workers under 20 years of age shall be paid in accordance with the following scale:

			Per Week		
			£	s.	d.
Under 17 years of age	.....	.....	7	0	0
17 to 18 years of age	.....	.....	8	0	0
18 to 19 years of age	.....	.....	9	0	0
19 to 20 years of age	.....	.....	10	10	0
Thereafter adult rates.					

(g) Youths shall not be employed on sand or metal trucks or work of a like heavy nature.

(h) Youths engaged in the manufacture of concrete and/or pumice coppers shall receive 2½d. per hour over the above rates while so employed.

(i) Youths under 18 years of age shall not be called upon to carry weights in excess of 40 lb.

Holidays

6. (a) The following shall be observed as full holidays without deductions from pay: Christmas Day, Boxing Day, New Year's Day, 2 January, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, and Anniversary Day.

(b) In the event of a holiday, other than Anzac Day, falling on a Saturday or 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.

(c) Payment of wages for the said holidays shall be made to all persons who have worked for the employer during the fortnight ending on the day on which the holiday occurs.

(d) Where any worker has worked for 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 proportions as the inspector determines.

(e) Time worked on any of the holidays above mentioned shall be paid for at the rate of double time in addition to any payment to which the worker is entitled under subclause (c) or (d) of this clause.

(f) All time worked on Sundays or after 12 noon on Saturdays shall be paid for at the rate of double time.

(g) Annual holidays shall be granted in accordance with the provisions of the Annual Holidays Act 1944.

(h) Where it is customary for any employer to allow annual holidays to his workers or to any class of his workers during a period in each year when his premises are closed or the work of those workers is for any reason discontinued, and at the date of the commencement of any such period any such worker has not become entitled to an annual holiday, then that worker shall not be entitled to any wages for two weeks following that date but the employer shall before that date pay to him in addition to all other amounts due to him at that date, including amounts to which he is entitled in respect of any special holidays, an amount equal to one twenty-fifth of his ordinary pay for the period of his employment up to that date, and for the purposes of the Annual Holidays Act the next year of his employment shall be deemed to commence on that date.

Tools

7. All tools shall be supplied by the employer.

Payment of Wages

8. (a) Wages shall be paid not later than Thursday of each week during working hours. All waiting time shall be paid for.

(b) A worker working in any department where the rate is higher than in that in which he normally works shall receive the higher rate while so employed.

Terms of Employment

9. (a) When a worker is discharged he shall be paid without delay, and any waiting time shall be paid for at ordinary rate. When a worker terminates his engagement he shall, on request, be paid all moneys due to him within 24 hours of the termination. 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 of termination of employment shall be given or one week's wages paid or forfeited, as the case may be, and in the case of hourly workers two hours' notice of termination shall be given or two hours' wages paid or forfeited, as the case may be; but nothing herein contained shall prevent an employer from summarily dismissing a worker for misconduct.

(c) An employer may make a rateable deduction from the weekly wages prescribed in this award for time lost by a worker through sickness, accident, or his own default.

General Conditions

10. (a) Employers shall provide dressing sheds and lockers to enable workers to change and dry their clothes, also meal rooms, and they shall also provide proper sanitary conveniences.

(b) Accommodation used by the workers shall be kept clean by the workers at the employer's expense.

(c) Employers shall also provide a constant supply of fresh water for washing and drinking purposes, and facilities for boiling water at mealtimes.

(d) A modern first aid emergency case shall be kept in a convenient place at all plants.

(e) One man shall be deputed to boil water for workers' meals before such mealtimes.

(f) Piecework and contract work shall be prohibited.

(g) Workers when working in wet places shall be supplied with gumboots or other satisfactory footwear and, when necessary, gloves shall be supplied.

(h) Canvas or rubber aprons and boots or a suitable substitute shall be provided where workers are in continuous contact with excessive quantities of crude or used oil.

(i) A milk ration of 1 quart a day shall be supplied to each man working duco-spray machine.

(j) Duco spraying shall be carried on in such a manner and place that it will not be injurious to other workers, and when this work is carried on in a confined space suitable fans shall be installed.

(k) Oil mixture for cleansing purposes shall be supplied at mealtimes and knocking-off times to workers employed at concrete work.

(l) A paid interval of 10 minutes shall be allowed each morning and afternoon.

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

Access to Works

11. The president, secretary, or other authorised collector of the union shall be permitted to interview workers during working hours, but not so as to interfere unreasonably with the operations of the employer's business.

Disputes

12. 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. In default of agreement, the dispute shall be referred to the Conciliation Commissioner for the district for decision. Either side shall have the right to appeal to the Court within 14 days after such decision has been made known to the party desirous of appealing.

Unqualified Preference

13. (a) Any adult person engaged or employed in any position or employed 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.)

Notification

14. On the request of the union secretary, the employer shall furnish a list of employees: Provided that such lists shall not be required at shorter intervals than six months.

Under-rate Workers

15. (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.

Application of Award

16. (a) The provisions of this award shall apply to workers engaged in the manufacture of concrete and/or pumice articles, including pipes, kerbing, slabs, fencing posts, wash-tubs, troughs, coppers, tanks, blocks, poles, air-vents, cisterns, tiles, precast stone, and any other article manufactured from concrete, pumice, or breeze, or articles whose manufacture includes the combination of any or all of these materials.

(b) This award shall apply to all the original parties named herein and shall extend to and bind as subsequent party hereto every 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.

(c) This award applies to workers engaged in the factory or yard, and if employed elsewhere on installation or maintenance work the provisions of the builders' labourers or other appropriate award shall apply, and the provisions of such award relating to country or suburban work shall apply to such workers in accordance with their tenor.

Scope of Award

17. This award shall operate throughout the Northern Industrial District.

Term of Award

18. 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 18th day of December 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 18th day of June 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 3rd day of February 1965.

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

A. TYNDALL, Judge.
