

TARANAKI CONCRETE AND PUMICE GOODS WORKERS—AWARD

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

Firth Concrete and Tile Co. Ltd., Constance Street, New Plymouth.

Hume Pipe Co., Rimu Street, New Plymouth.

Jarvis Concrete Works, 72 Doone Street, New Plymouth.

New Plymouth City Council, P.O. Box 246, New Plymouth.

Stressed Products Ltd., P.O. Box 334, Stratford.

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 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 24th day of February 1965.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to the manufacture of concrete and/or pumice articles, including pipes, kerbings, slabs, fencing-posts, wash-tubs, troughs, coppers, tanks, blocks, poles, air vents, tiles, cisterns, precast stone, and any other article manufactured from concrete, pumice, marble, stone, breeze, or articles whose manufacture includes the combination of any or all of these materials. This award shall also apply to the manufacture in factories registered under the Factories Act 1946 of both pre-stressed and post-tensioned concrete products.

Hours of Work

2. (a) The ordinary hours of work shall not exceed 40 per week, nor eight per day, to be worked between the hours of 7.30 a.m. and 5 p.m. from Monday to Friday, both days inclusive, with three-quarters of an hour for lunch.

(b) The meal interval may be varied by mutual consent of the employer and the workers at any plant; and, further, with the consent of the men concerned, four and a half hours may be worked without an interval for a meal.

| 3. (a) The following shall be the minimum rates of wages: | <i>Wages</i> | | | Weekly Workers | | Hourly Workers | |
|--|--------------|----|----|----------------|----|----------------|--|
| | | £ | s. | d. | s. | d. | |
| Working foremen | 16 | 4 | 10 | | | | |
| Head moulder | 15 | 5 | 9 | 7 | 8 | | |
| Head stresser | 15 | 5 | 9 | 7 | 8 | | |
| Workers employed in the manufacture of pre-stressed products for reservoirs and bridges .. | 14 | 16 | 0 | 7 | 4½ | | |
| Metal reinforcement welders (hand) | 15 | 3 | 2 | 7 | 7 | | |
| Men on cement-spray gun in tile works | 15 | 1 | 6 | 7 | 6½ | | |
| Junction fitters and makers | 14 | 17 | 1 | 7 | 5 | | |
| Pattern or wooden mould makers for concrete sundries | 14 | 13 | 4 | 7 | 4 | | |
| Mixers for concrete pipes, posts, and other concrete products | 14 | 13 | 4 | 7 | 4 | | |
| Moulders | 14 | 13 | 4 | 7 | 4 | | |
| Moulders lining iron or steel pipes with concrete | 14 | 13 | 4 | 7 | 4 | | |
| Men engaged on breeze-block machine | 14 | 13 | 4 | 7 | 4 | | |
| Men mixing for precast stone | 14 | 13 | 4 | 7 | 4 | | |
| Metal-reinforcement welders (machine) | 15 | 5 | 9 | 7 | 8 | | |
| Metal-reinforcement makers | 14 | 17 | 1 | 7 | 5 | | |
| Concrete-roofing tile makers | 14 | 17 | 1 | 7 | 5 | | |
| Assemblers for pipes | 14 | 11 | 1 | 7 | 4 | | |
| Men engaged in making of concrete and/or pumice coppers | 14 | 8 | 10 | 7 | 3 | | |
| All other workers | 14 | 1 | 8 | 7 | 0½ | | |

An employer shall, when engaging any worker under this subclause inform the worker whether he is to be employed on a weekly or an hourly basis. Unless notice of employment on an hourly basis is confirmed in writing within one month from the date of engagement, the employment shall be deemed to be a weekly one.

(b) Nothing in this award shall operate to reduce the wages paid to any worker coming within the scope of this award.

(c) Nothing in this award shall apply to a working foreman in receipt of a salary in excess of £1,020 per annum excluding overtime.

Youths

4. (a) The following shall be the minimum weekly rates of wages for youths:

| | | | | Per Week | | |
|-------------------------|----|----|----|----------|----|----|
| | | | | £ | s. | d. |
| Under 17 years of age | .. | .. | .. | 6 | 18 | 7 |
| 17 to 18 years of age | .. | .. | .. | 7 | 6 | 3 |
| 18 to 19 years of age | .. | .. | .. | 8 | 13 | 3 |
| 19 to 20 years of age | .. | .. | .. | 10 | 0 | 7 |
| Thereafter adult rates. | | | | | | |

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

(c) Youths may be employed in the proportion of not more than one to each three or fraction of each three fully paid workers. In special circumstances this proportion may be altered by agreement between the union and the employer or, failing a mutual agreement, the matter may be referred to the disputes committee.

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

Shift Work

5. (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 8 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 the hours of 7 a.m. to 5 p.m. shall be paid a shift allowance of 5s. 3d. per shift.

(f) *Annual Holidays*—(i) In addition to the holiday to which he is entitled under subclause (e) of clause 8 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 8 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.

Any dispute or difference that may arise under this subclause shall be dealt with in the manner provided by clause 16 of this award.

Payment of Wages, Termination of Employment, and Deductions

6. (a) Wages shall be paid weekly in the employer's time on the regular pay day, which shall not be later than Thursday in each week.

(b) On country work wages may be paid as agreed upon between the worker and the employer.

(c) When a worker is discharged he shall be paid without delay, and any waiting time shall be paid for at ordinary rates.

(d) In the case of weekly workers a week's notice by either side shall be given of the termination of the engagement.

(e) No deduction shall be made from the wages of any worker paid at a weekly rate except for time lost through the worker's sickness, accident, or default.

(f) Details of wages shall be supplied to each worker.

Overtime

7. (a) All time worked in any one day outside or in excess of the hours specified in clause 2 hereof shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(b) 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. 6d. 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.

(c) Any such time worked in excess of four and a half hours without an interval for a meal shall be paid for at overtime rates.

Holidays

8. (a) The following holidays shall be allowed: New Year's Day, 2 January, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Anniversary Day or the day usually observed.

(b) Payment for the above holidays, including Anniversary Day and 2 January, shall be made in accordance with the provisions of section 28 (2) of the Factories Act 1946.

(c) Work done on any of the above-mentioned holidays shall be paid for at double rates in addition to the payment provided for in subclause (b) of this clause.

(d) All time worked on Sunday shall be paid for at the rate of double time.

(e) The provisions of the Annual Holidays Act 1944 shall be deemed to be incorporated in this award and shall have effect according to their tenor.

(f) The provisions of the Public Holidays Act 1955 shall apply to this award.

(g) 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.

(h) When a worker is required to work on Sunday or any of the holidays named in subclause (a) of this clause, a minimum payment as for two hours' work at the appropriate rate shall be made.

Tools

9. All necessary tools shall be supplied by the employer.

Accommodation

10. (a) Each employer shall provide, where reasonably necessary, accommodation to the satisfaction of the Inspector of Awards to enable the workers to change and dry their clothes and have their meals. Except in exceptional cases, no lime, cement, or tools shall be stored in the accommodation provided.

The employer shall also provide proper sanitary accommodation.

(b) Where the Inspector of Awards considers it practicable, reasonable ablution facilities shall be established on all jobs.

(c) Facilities for boiling water shall be provided by the employer at meal times.

Country Work

11. (a) "Country work" means work done by a worker in such a locality as to necessitate his sleeping elsewhere than at his genuine place of residence in New Zealand.

(b) The provisions herein contained relative to country work shall apply whether or not the worker, prior to his accepting such country work, is already in the service of the employer, and whether the worker is engaged at the place where the work is to be done or elsewhere, and irrespective of the situation of the employer's usual place of business.

(c) The employer shall convey the worker free of charge, or pay his fare, to and from country work, but only once during the continuance of the work. If, however, the worker is withdrawn from such work by the employer, or if he returns therefrom requiring medical attention in consequence of accident or sickness arising out of and in the course of his employment, and is, in either case, again required on the work, the employer shall again convey him or pay his fare, to and from such work.

(d) Time occupied in travelling during the ordinary working hours, once each way, shall be paid for at ordinary rates.

(e) The employer shall refund to the worker reasonable expenses for meals incurred while travelling to and from country work.

(f) The employer shall either provide the worker while on country work with suitable board and lodging or, in lieu thereof, pay him for each day of the week other than Sunday the sum of 16s. 6d.: Provided that where through circumstances within the control of the employer a worker is employed upon country work for less than six consecutive days, the employer shall provide such board and lodging and may not elect to make such payment in lieu thereof. Suitable board and lodging shall include the providing of mattresses and stretchers.

(g) When the work is situated less than 50 miles from the employer's place of business, the worker shall be refunded his return fare to and from the place of engagement once every three weeks during the continuance of the work. When the work is situated over 50 miles from the employer's place of business, the refund shall be made once in each two months. Where the employer makes suitable transport available, the worker shall not be entitled to any refund of fares.

(h) Notwithstanding anything contained herein, and subject to subclause (d) of clause 8 hereof, an employer may agree in writing with any worker that in respect of any specified country work the hours of work shall be other than those hereinbefore prescribed: Provided, however, that all time worked outside or in excess of such prescribed hours shall be considered overtime and shall be paid for at the rate of 7½d. per hour in addition to the ordinary rates.

Suburban Work

12. (a) "Suburban work" means work performed outside a radius of one and a half miles from the employer's place of business, but does not in any case include work which comes within the definition of "country work".

(b) Workers employed on suburban work shall either proceed to and from such work or they shall be conveyed to and from such work at the expense of the employer, as the employer shall in each case determine. Time reasonably occupied by the workers in journeying or time occupied in conveying the workers to and from such work beyond the one and a half miles radius shall be allowed and paid for by the employer at ordinary rates.

(c) No worker residing within one and a half 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.

General Conditions

13. (a) Where workers are required to work in water, slush, mud, or wet concrete 1 in. or more in depth they shall be supplied with gumboots. Where the floor is impregnated with oil workers shall be supplied with waterproof boots.

(b) Workers shall not be expected to carry buckets or measures which when loaded exceed 60 lb in weight.

(c) Lanoline or other substance approved by the Department of Labour shall be supplied at lunch time and knock-off time to workers employed at concrete work for cleaning purposes.

(d) Employers shall allow a hot drink to be prepared and partaken during the morning and afternoon, provided there be no complete cessation of work.

(e) Gloves shall be supplied by the employer when necessary.

(f) Workers shall be supplied each six months with one pair of overalls.

(g) Where any worker is required to work outside in wet weather he shall be provided with an oilskin raincoat and rain-proof hat. The worker shall take proper care of the clothing.

(h) Workers who are required to apply oil to moulds or formers shall be paid 1d. per hour additional to ordinary rates whilst so employed. The use of unrefined used motor oil for spraying purposes shall be prohibited.

(i) All piecework shall be prohibited.

First Aid Outfit

14. A modern first aid outfit emergency case, fully equipped, shall be provided by the employer in a convenient and accessible place.

Right of Entry of Union Representatives

15. (a) The secretary or other authorised representative of the union of workers shall be entitled to enter at all reasonable times upon the premises or works and there interview any workers and collect union fees, but not so as to interfere unreasonably with the employer's business.

(b) The employer shall supply the secretary of the union on request, but not more frequently than once in each three months, the names of workers employed under this award.

Disputes

16. 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 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 to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district.

If the committee is unable to decide the question then the chairman shall give a decision or refer the matter to the Court.

Either side shall have the right to appeal to the Court against a decision of any such committee or chairman, 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

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.)

Under-rate Workers

18. (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

19. This award shall apply to 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.

Scope of Award

20. This award shall operate throughout the Taranaki Industrial District.

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 18th day of November 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 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 24th 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 17 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.
