

GREYMOUTH BOROUGH COUNCIL LABOURERS—AWARD

In the Court of Arbitration of New Zealand, Westland Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Wellington, Nelson, Westland, and Marlborough Local Bodies, other Labourers, and Related Trades Industrial Union of Workers (hereinafter called “the union”) and the undermentioned council (hereinafter called “the employers”):

Greymouth Borough Council, Greymouth.

THE Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, 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 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 12th day of February 1965.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Interpretation

1. This award shall apply to the work in connection with the Greymouth Borough Council activities and to the workers for whom provision is made herein.

Hours of Work

2. (a) Ordinary hours of work shall not exceed eight, between 8 a.m. and 5 p.m. from Monday to Friday inclusive, with an interval of one hour for dinner: Provided that three men shall be available for cleaning-up work on Saturdays for four hours, before noon, at time and a half rates.

(b) Notwithstanding anything hereinbefore provided, it shall be lawful for the Borough Engineer or any officer acting on his behalf to agree with workmen employed on any work affected by the tide or other unavoidable circumstances, or any emergency work, that ordinary working hours shall be other than those hereinbefore mentioned. Payment of overtime shall not be required, provided the number of such other hours worked do not exceed eight on any day nor 40 in any one week, and do not include any part of Saturday, Sunday, or any holiday referred to hereinafter. For the purposes of this provision the Borough Engineer or any officer acting on his behalf may arrange the workmen in shifts.

Wages

3. (a) The minimum rates of pay for all workers shall be:

Payable from 1 April 1964				Payable from 10 September 1964			
Per Hour		Per Week		Per Hour		Per Week	
s.	d.	£	s. d.	s.	d.	£	s. d.
7	1½	14	5 0	7	6¾	15	2 6

(b) Workers whilst employed at any of the following classes of work shall receive, in addition to the minimum rates referred to above in subclause (a), the special payment hereinafter provided for that particular class of work:

Fourpence three farthings per hour: Rubbish-dump attendant; workers employed in shingle-pit at crusher, and crusher-feeding; workers operating a mechanical rammer or compressor; workers sinking shafts or trenches at a depth of over 6 ft or working in excavations requiring workers to shovel more than 6 ft in height; scythe-men.

Sixpence per hour: Workers supervising and responsible for the placing of walings and struts and the driving of sheeting in a timbered trench; workers handling, mixing, or spreading concrete or compo; the assistant gardener.

Sevenpence three farthings per hour: Refuse collector; workers cleaning sewers and open or closed stormwater drains which are in operation as part of the sewerage system of the borough; ganger in charge of a gang of four to 10 workers exclusive of himself; leading worker employed in the construction of concrete manholes, sumps, and kerbing and channelling; workers mixing asphalt or working with bituminous binders; all workers, exclusive of the sprayer and the machine operator, engaged on machine tar or bitumen spraying work; shotfirer; one worker engaged handling molten lead for pipe-laying.

Ninepence farthing per hour: Leading worker employed in pipe-jointing in the laying or repairing of gas and water mains, sewers, and stormwater drains, and service connections to such mains, sewers, and drains; worker in charge of stone-crusher; ganger in charge of a gang of more than 10 workers exclusive of himself; assistant turncock; crane operator and labourers required to operate front end loaders.

One shilling per hour: Workers pumping and distilling tar; workers operating the power-driven sprayer; screenman on tar-sealing of footpaths; worker temporarily engaged in directing the nozzle from power-driven sprayer in the spraying of tar, bitumen, or bituminous emulsion; assistant gardener if qualified to the satisfaction of the council, and shovel operator.

One shilling and fourpence per hour: Head drainlayer; turncock.

(c) Workers employed under subclause (b) of clause 2 hereof shall be paid 1½d. per hour in addition to the scale rate as fixed herein.

(d) Shift workers shall be allowed half an hour for "crib" without deduction from pay.

(e) Workers employed upon work for which payment shall be due at a higher rate than the general rate specified in subclause (a) of this clause shall be paid for the time worked only for such higher rate, with a minimum of four hours at that higher rate.

(f) Youths may be employed upon terms and conditions arranged between the employers and the union.

(g) Sexton:

Payable from 1 April 1964			Payable from 10 September 1964		
Per Week			Per Week		
£	s.	d.	£	s.	d.
14	7	2	15	4	6

(h) A weekly worker is one employed for more than four consecutive weeks.

(i) Stockman: £15 12s. 8d. per week from 1 April 1964, and £16 11s. 6d. per week from 10 September 1964, plus £2 horse allowance per week.

(j) Night-soil collectors may be employed on such conditions and remuneration as may, from time to time, be mutually agreed upon between the employer and the union.

(k) Men permanently engaged directing the nozzle from power-driven sprayer in the spraying of tar, bitumen, or bituminous emulsion, £16 9s. 6d. per week from 1 April 1964, and £17 9s. 4d. per week from 10 September 1964.

(l) Rest-room attendant (female): A rest-room attendant may be employed on such conditions and remuneration as mutually agreed upon between the council and the unions.

(m) Swimming bath attendant: A swimming bath attendant may be employed on such conditions and remuneration as mutually agreed upon between the council and the union.

(n) Waterworks engineer's assistant:

			Payable from 1 April 1964			Payable from 10 September 1964		
			Per Week			Per Week		
			£	s.	d.	£	s.	d.
First year	..	..	15	0	10	15	18	11
Second year	..	..	15	12	0	16	10	9
Third year	..	..	16	3	4	17	2	9

(o) Men engaged on crib logging shall be paid an additional 6d. per hour.

Long Service Recognition

4. Workers who have been in the employ of the council for three years or who may subsequently attain a service of three years shall receive an additional payment as follows:

			Extra per Week	
			s.	d.
After 3 years continuous service	..	..	8	0
After 5 years continuous service	..	..	11	0
After 10 years continuous service	..	..	17	0
After 15 years continuous service	..	..	20	0
After 16 years continuous service	..	..	22	0
After 17 years continuous service	..	..	23	0
After 18 years continuous service	..	..	24	0
After 19 years continuous service	..	..	26	0
After 20 years continuous service	..	..	27	0

Payment due under this clause shall be made annually or on termination of the employment.

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.

Sick Payment

6. Subject to the following provisions each employee shall be entitled to five working days' sick leave on full pay for each completed year of service with the council, such sick leave to be cumulative to a maximum period of 65 working days. A medical certificate signed by an approved medical officer shall be produced where sick leave is taken for more than three consecutive working days.

Holidays

7. (a) The following days shall be regarded as holidays - namely, New Year's Day, 2 January, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, Christmas Day, Boxing Day, and Anniversary Day or a day in lieu thereof.

(b) 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.

(c) On holidays on which they are not required to work, workers shall be entitled to payment for the time which they would have worked upon that holiday at the lower rate earned on the last working day prior to the holiday if more than one rate was earned upon that day.

(d) Any work done on any of the above holidays or on Sunday or on Anzac Day shall be paid for at double time rates; such payment shall be in addition to the payment provided for in subclause (c) of this clause.

For the purpose of computing the rates for overtime on holidays, the rates specified in the first paragraph of this subclause exclusive of payment provided for in subclause (c) of this clause shall be deemed to be ordinary rates.

(e) Weekly workers with five years' continuous service as adult workers shall be granted 12 working days' annual holiday, and weekly workers with 10 years' continuous service 15 working days' annual holiday.

So long as it may be customary to close down all except essential works at Christmas, and for annual holidays to be taken at that time, such workers as may not have completed a full year of service at that time, or who would not complete a full year of service by the date of the expiration of the annual holiday period, shall be granted a holiday proportionate to the time served, and any time lost by any worker from the expiration of the proportionate holiday to the time of commencing work by workers to whom full holidays have been granted shall not constitute a break in service. Workers affected by this clause shall not become eligible for any further annual holiday until the following Christmas: Provided that any such worker leaving his employment or being dismissed at any time shall be entitled to a holiday or equivalent of pay proportional to the time served since the preceding Christmas.

In other respects the provisions of the Annual Holidays Act 1944 shall apply.

Overtime

8. The rates to be paid for overtime shall be:

(a) All time worked outside of ordinary working hours or in excess of 40 hours in any one week shall be paid for at one and one half times the ordinary rate for the first three hours and double time thereafter.

(b) In the computation of overtime each day shall stand by itself.

- (c) The minimum overtime payment shall be one hour.
- (d) When working overtime an interval as may be agreed upon between the workmen engaged and the Borough Engineer shall be allowed for a meal about every four hours and a smoko break of 10 minutes shall be allowed during that period.
- (e) All meal times fixed in accordance with subclause (d) of this clause shall be paid for at overtime rates, but this shall not apply when workers are working overtime between the hours of 8 a.m. and 5 p.m.
- (f) Where a worker has completed his day's work and gone home and is subsequently called out to work overtime he shall be paid a minimum of two hours at overtime rates, provided that all time worked after midnight shall be at double time rates.
- (g) Overtime shall not be worked except in case of emergency and under instructions of the Borough Engineer, who shall be sole judge of what constitutes an emergency. Such instructions may be standing instructions applicable to any particular class of emergency.
- (h) Where workers are called out to work on a Saturday, Sunday, or holiday they shall be paid a minimum of two hours whether or not work shall commence.
- (i) Any worker required to work overtime on a Saturday, Sunday, or holiday shall, if possible, be notified of such work at least one clear day beforehand.

Payment of Wages

9. Subject to such alterations as may be mutually agreed upon from time to time, wage sheets shall be made out fortnightly to include all time worked up to midnight of Wednesday, and the pay-out shall be made in the employer's time not later than 5 p.m. of the following Thursday, either at the Town Clerk's office or at such a place as the Borough Engineer may direct. With each payment of wages there shall be handed into the keeping of the worker, written details of the wage make-up.

Any worker whose services may have been dispensed with or who may resign without notice shall be paid at the Town Clerk's office during working hours as soon as may be after ceasing work.

The employer shall collect the union fee from workers when requested, and shall pay same to the union secretary.

Travelling Time

10. When work is performed outside a radius of $1\frac{1}{2}$ miles from the depot, each worker shall be paid at ordinary rates for the time occupied in proceeding thereto and therefrom in the morning and evening, but in the event of a worker residing within a mile and a half of such work, he shall not be paid for the time occupied in travelling. When the employer provides a conveyance only the time actually occupied in travelling shall be paid for. In other cases travelling time shall be paid for at the rate of 6 miles per hour.

Tools

11. (a) All tools shall be found by the employers and shall be taken in charge by the workers to whom the same may be issued. Any tools not returned or accounted for to the satisfaction of the Borough Engineer shall be charged against such workman, and such charge shall be a debt due to the employers and recoverable accordingly.

(b) Where at the request of the engineer or foreman, tools are supplied by the worker, such worker shall be paid a tool allowance of 2d. per hour.

Wet Places

12. (a) 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 or slush 1 in. or more in depth or in wet concrete, or where water other than rain is dripping on them; but if the employer shall provide the workers with overalls or suitable gumboots, or both, the place shall not be deemed to be a wet place unless, owing to the depth of water or soakage, the boots or overalls supplied do not adequately protect the worker.

(b) When an employer elects to provide gumboots in accordance with subclause (a) of this clause, he shall pay to the worker 1s. 3d. per day in addition to his ordinary rate.

General Provisions

13. (a) Where reasonably necessary, the employers shall provide accommodation to enable workers to change and dry their clothes and have their meals.

(b) Where necessary, sanitary accommodation shall be provided.

(c) Workers shall be allowed a smoko of 10 minutes during the morning and afternoon, all workers to take it simultaneously except such as may be required to maintain the work in hand during the period.

(d) If hourly workers are required by the employers to stand by in wet weather, they shall be paid for such waiting time until definitely sent home, with a minimum payment of two hours for standing by in the forenoon and two hours for standing by in the afternoon.

(e) Any worker required to perform work of an unusually dirty or dangerous nature for which additional payment is not provided shall receive additional payment as agreed upon between the engineer and a representative of the union. Should any dispute arise in connection with this subclause, it shall be decided in accordance with the provisions of clause 14 hereof.

(f) An allowance at the rate of £5 per annum shall be made to all slaughtermen towards the cost of footwear (gumboots or clogs): Provided that the employer may at any time, on giving notice to the union of its intention to do so, supply suitable footwear to slaughtermen in lieu of the aforesaid allowance.

(g) Workers coming into contact with tar, bitumen, crude oil or bituminous emulsion, faecal or sewerage matter, or who are engaged in work of an unusually dirty or offensive nature, shall be allowed five minutes at lunch time and 10 minutes at knock off time to wash and change.

Disputes

14. 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, 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.

Piecework

15. Piecework or "labour only" contracts shall be permitted by mutual agreement between the accredited local representative of the union and the Borough Engineer.

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 employers 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.

First Aid

17. A properly equipped first aid emergency kit shall be kept in a convenient and accessible place.

Oilskins, Leggings, and Overalls

18. (a) Workers (other than abattoir workers) shall be provided with a sou'wester, oilskin coats and leggings; household and general refuse lifters shall be supplied with aprons, gloves, and goggles; men clearing drains, all workers, including sprayer and machine operator, engaged on machine tar or bitumen spraying, shall be supplied with overalls as required. In other cases of dirty work the engineer may approve the issue of overalls: Provided that replacements shall be made as required and approved by the engineer.

(b) Workers engaged in working with free tar or bituminous substances shall be supplied with boots, overalls, and masks.

(c) Workers issued with any of the above articles shall be responsible for any loss or damage due to wilful destruction or neglect, and the same shall be returned to store on termination of service.

Should any worker fail to return equipment as aforesaid, the employer shall have the right to deduct the current value of same from any wages due to the worker.

Unqualified Preference

19. (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 purpose 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 the workers the right to join the union.)

Under-rate Workers

20. (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.

Bicycle Allowance

21. Workers who are required to use their own bicycles in the business of the employers shall be paid an allowance of 4s. per week.

Termination of Employment

22. The employers shall give to a worker one hour's notice or one hour's pay in lieu thereof prior to his dismissal. Each worker shall give his employers one hour's notice that he is about to leave his employment or shall forfeit in lieu thereof one hour's pay, to be deducted from wages due to him: Provided that in the event of a weekly worker with over three months' continuous service being suspended from duty for any cause he shall have the right to appeal first to the departmental head and, failing satisfactory settlement, to the committee concerned before being dismissed from the employers' service.

Conservation of Employers' Interests

23. Every worker is required to conserve the employers' interests in every possible way, and shall report to the Borough Engineer or other responsible officer any matter which in his opinion is likely to result in damage to public property, loss to the employers, or inconvenience or danger to the public. Any worker who shall neglect or fail to take all such reasonable steps as lie in his power to fulfil the obligation imposed upon him by this clause, and to report as aforesaid, shall render himself liable to summary dismissal.

Scope of Award

24. This award shall apply only to the parties named herein.

Term of Award

25. This award, in so far as the provisions relating to the rates of wages prescribed in clause 3 (a), (g), (i), (k) and (n) are concerned, shall be deemed to have come into force on the 1st day of April 1964, or as otherwise provided therein; 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 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 12th day of February 1965.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award embodies the terms of the memorandum of partial settlement arrived at in Conciliation Council and the subsequent agreement of the representatives of the parties upon matters which were referred to the Court for settlement.

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

The representatives of the parties have requested that the following be recorded:

“The effect of the general orders dated 18 September 1959, 4 July 1962, and 19 August 1964 have been incorporated in this settlement and credit has been given for payments made pursuant to them between 1 April 1964 and 30 November 1964.”

A. TYNDALL, Judge.
