

WANGANUI CITY COUNCIL **LABOURERS, GARDENERS, AND  
DRIVERS.**—INDUSTRIAL AGREEMENT

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement, made on the 4th day of May, 1945, between the Mayor, Councillors, and Citizens of the City of Wanganui and the Wanganui Municipal Labourers' Industrial Union of Workers.

WHEREAS by the Economic Stabilization Emergency Regulations 1942, it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided further that no such industrial agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the industrial agreement made on the 4th day of May, 1945, between the Mayor, Councillors, and Citizens of the City of Wanganui, of the one part, and the Wanganui Municipal Labourers' Industrial Union of Workers, of the other part: Now, therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said industrial agreement for the purposes of the said regulations.

Dated this 11th day of June, 1945.

[L.S.]

A. TYNDALL, Judge.

WANGANUI CITY COUNCIL LABOURERS, GARDENERS, AND  
DRIVERS.—INDUSTRIAL AGREEMENT

In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial agreement between the Mayor, Councillors, and Citizens of the City of Wanganui and the Wanganui Municipal Labourers' Industrial Union of Workers.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 4th day of May, 1945, between the Mayor, Councillors, and Citizens of the City of Wanganui (hereinafter called "the Council"), of the one part, and the Wanganui Municipal Labourers' Industrial Union of Workers (hereinafter called "the union"), of the other part, whereby it is mutually agreed by and between the Council and the union as follows:—

SCHEDULE

*Hours of Work*

1. (a) Except where otherwise specified, the week's work shall not exceed forty hours, exclusive of time required for necessary attendance to horses or motor-vehicles, which shall be paid for as provided in clause 3 hereof.

(b) If more than eight hours' work, exclusive of attendance to horses or motor-vehicles, is performed on any one day, any excess beyond the eight hours and the specified attendance to horses or motor-vehicles shall be paid for at overtime rates.

(c) Except as hereinafter mentioned, any work, other than the specified attendance to horses or motor-vehicles, performed before 7.45 a.m. and after 4.30 p.m. shall be paid for at overtime rates, whether or not the weekly limit as set out in subclause (a) hereof shall have been exceeded.

(d) Notwithstanding the provisions of subclauses (a), (b), and (c), the Council shall be at liberty to make special arrangements as to the hours of work with workers employed on street-flushing and/or street-scavenging work, and under emergency circumstances on tramway reconstruction work, repairs to sewers and water-mains, grave-digging, footpath surfacing in the central business area, attention to pumps and other machinery, work affected by tides, attendance on glasshouses, bush houses, and watering of gardens.

(e) Shifts may be performed without regard to the hours mentioned in the previous subclauses hereto, in which case eight hours shall constitute an ordinary shift, and all time worked in excess of eight hours on any shift shall be paid for

at the overtime rates hereinafter specified. Where practicable, all shifts shall be arranged so that they rotate. All shifts which include any time worked between 11 p.m. and 3 a.m. shall be paid for at the rate of 1s. per shift over and above the ordinary rate.

(f) No worker coming under the provisions of this agreement, except under exceptional circumstances, will be called upon to work more than four hours continuously without being given an opportunity to have a meal.

(g) All men paid on a weekly rate will, under adverse weather conditions, be required to do any urgent or extraordinary work as may be instructed from time to time by the City Engineer.

### *Wages*

2. Unless otherwise specified, the minimum rate for workers coming within the scope of this agreement shall be as follows:—

		Per Week.		
		£	s.	d.
(a)	(i) For those driving and attending one horse .. .. .	5	8	4
	(ii) For those driving and attending to motor-vehicles with a combined weight of vehicle and maximum load not exceeding 2 tons .. .. .	5	10	10
	(iii) For those driving and attending to motor-vehicles with a combined weight of vehicle and maximum load exceeding 2 tons but not exceeding 4 tons .. .. .	5	14	2
	(iv) For those driving and attending to motor-vehicles with a combined weight of vehicle and maximum load exceeding 4 tons but not exceeding 5½ tons .. .. .	5	15	10
	(v) For those driving and attending to motor-vehicles with a combined weight of vehicle and maximum load exceeding 5½ tons but not exceeding 10 tons .. .. .	6	0	0
	(vi) For those driving and attending to motor-vehicles with a combined weight of vehicle and maximum load exceeding 10 tons .. .. .	6	2	6
	(vii) For those driving and attending to tractors, whether hauling trailers or used in conjunction with machines or implements, while engaged on road-making or general construction or formation work .. .. .	6	3	4

	Per Week.
	£ s. d.
(viii) For those driving and attending to tractors not otherwise specified ..	5 15 0
(ix) A driver of a motor-vehicle is to be paid not less than a driver's rate of pay while his vehicle is undergoing repairs for a period not exceeding two weeks.	
(x) A driver of a motor-vehicle shall be supplied with one pair of overalls each year and he shall be responsible for same.	
(xi) Dirt, dust, wet, and tar concessions to be allowed to drivers when entitled to them.	
(b) For those employed on:—	
(i) Construction, maintenance, repair, sweeping, and cleaning of streets and footpaths and the procuring and handling of materials for same ..	5 8 4
(ii) Construction, demolition, or repair of buildings, bridges, culverts, sewers, drains, fences, walls, or other structures .. .. .	5 8 4
(iii) Trenching, levelling, and grading of ground .. .. .	5 8 4
(iv) Pick, shovel, and barrow work ..	5 8 4
(v) Concrete, tar, or bitumen work, except as otherwise specified ..	5 8 4
(vi) Gardening, mowing, grass-cutting, digging, tree-planting, and tree-cutting .. .. .	5 8 4
(vii) Grave-digging and other cemetery work	5 8 4

(c) The Council may make a proportional deduction from the weekly wages prescribed for all time lost by an employee through accident, default, or sickness, except in the case of sick-pay provided for in clause 20 hereof.

(d) In any case of emergency the Council may employ a labourer coming under the scope of this agreement as a driver, and in such case the person so employed will be under the same conditions and shall be paid at the same rate of pay as a driver for the actual time he is employed in driving.

(e) The Council shall be at liberty to employ youths over the age of sixteen years on work in the Reserves Department at the following weekly rates:—

		Per Week.		
		£	s.	d.
16 to 16½	years of age	1	10	0
16½ to 17	years of age	1	14	0
17 to 17½	years of age	1	18	0
17½ to 18	years of age	2	2	0
18 to 18½	years of age	2	6	0
18½ to 19	years of age	2	10	0
19 to 19½	years of age	2	16	0
19½ to 20	years of age	3	3	0
20 to 21	years of age	3	10	0

(f) The rates of remuneration as set out above do not include the general orders dated 9th August, 1940, and 31st March, 1942, which are deemed to be incorporated in this agreement and shall have effect according to their tenor.

#### *Attendance-time*

3. (a) Stable-time and attendance to motor-vehicles may be worked without regard to the hours specified in clause 1 hereof. All stable-work in excess of such hours up to five hours per week, and attendance to motor-vehicles in excess of such hours up to four hours per week, shall be paid for at the rate of 2s. 8½d. per hour. Minimum time allowed as stable-time to be five hours per week plus time occupied in getting horses in for early morning feeding.

(b) All stable-time and attendance on motor-vehicles in excess of the above-mentioned hours shall be paid for at ordinary overtime rates.

#### *Dirty Places*

4. Men employed in cleaning blocked sewers, other than storm-water culverts and drains, and who are actually working on the sewer whilst it is unsealed and coming in contact with sewage, shall be paid 1s. per hour in addition to their ordinary rates of pay for the time they are so employed, the minimum time of which must be one hour. Any drain carrying sewage to be classed as a sewer.

#### *Wet Places*

5. (a) The Council shall provide gum boots for all workers engaged in working in sewers or wet places. The City Engineer shall consider on its merits any claim made by a worker for an oilskin allowance.

(b) Workers being called on to work in wet places shall be paid 3d. per hour in addition to their ordinary pay whilst so engaged. The City Engineer shall decide from time to time the merits of each particular place.

#### *Tunnelling*

6. (a) Tunnel-men and timber-men (experienced in each case) shall be paid 3d. per hour additional whilst so employed.

(b) All other labourers engaged on tunnel work shall be paid £5 8s. 4d. per week.

#### *Tar, Bitumen, and Concrete Work*

7. (a) Nozzle-men engaged in the spraying of tar or bitumen, and squeegee-men working hot tar or bitumen, shall be paid 3d. per hour additional while so engaged. Spreaders spreading hot-mix asphalt preparations and men spreading chips behind nozzle-men shall be paid 2d. per hour additional. Men operating tar-kettles at the yard or heating tar in the open shall receive 3d. per hour in addition to their ordinary rate of pay.

(b) Nozzle-men engaged in spraying and spreaders engaged in spreading hot-tar preparations will be provided with boots, overalls, and goggles, while squeegee-men spreading or working at hot-mix asphalt preparations will be provided with boots.

(c) All other workers engaged in the handling of free tar or bitumen or coming into direct contact with tar or bitumen shall be paid 1d. per hour additional while so engaged.

(d) Workers engaged in loading or clearing away dust shall be paid 3d. per hour additional whilst so engaged. Men employed at the hot-mix plant or at the fixed tar-kettles in the yard shall be paid 3d. per hour additional and shall be provided with overalls.

(e) Men engaged for more than one hour continuously in mixing, handling, or spreading wet concrete shall be paid  $\frac{1}{2}$ d. per hour additional while so engaged.

(f) Men employed in the construction of concrete kerbing or channelling shall be paid 1d. per hour additional while so engaged.

#### *Refuse-lifters*

8. Men employed as refuse-lifters shall be paid  $2\frac{1}{2}$ d. per hour in addition to the rates for labourers or drivers, as the case may be, while so employed, and shall be provided with overalls, aprons, and gloves. These conditions and extra rates shall also apply to men employed at the rubbish-tips.

*General*

9. (a) Men employed as metal-pit workers on a face of more than 12 ft., or when spreading metal on a face, or when pipe setting and jointing on water-mains, or when cleaning sumps, shall be paid 1d. per hour in addition to their ordinary rate of pay.

(b) Workers detailed to use a scythe shall be paid an extra 1½d. per hour whilst so employed.

(c) No employee shall be entitled to more than one allowance in addition to his ordinary rate of pay.

*Tradesmen*

10. Tradesmen, improvers, drainlayers, and others shall be paid not less than 1d. per hour over and above the minimum amount ruling in the different awards and agreements operating in this industrial district. They must, however, conform to the hours of work, overtime rates, time allowances, holidays, and other general conditions specified in this agreement.

Tradesmen who may be called upon to work where they will come into contact with tar or bitumen, or on any other exceptionally dirty job, shall be provided with overalls while so engaged.

*Gardeners, Caretakers, &c.*

11. Qualified gardeners and nurserymen, and also green-keepers, groundsmen, and custodians in charge of playing areas, shall be paid not less than £5 14s. 2d. per week, and shall be provided with oilskin leggings.

*Overtime*

12. (a) All time worked beyond the hours hereinbefore mentioned, except as otherwise provided for, shall be considered overtime, and shall be paid for at the rate of time and one-half for the first three hours and thereafter at the rate of double time.

(b) Except in the case of full-time caretakers whose normal duties include Sunday work, all work done on Sundays or Anzac Day shall be paid for at the rate of double time.

(c) If at any time an employee is called out after finishing his shift or day's work, overtime will be computed from the time of leaving home to his return to home.

### *Holidays*

13. (a) Workers coming under the scope of this agreement shall receive and be paid for the following holidays: New Year's Day, 2nd January, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day, Christmas Day, and Boxing Day. When any of the above-mentioned holidays, except Anzac Day, falls on a non-working day, the next working day or days shall be observed in lieu thereof.

(b) When it is found necessary to work on any of the above-mentioned holidays, time and one-half shall be paid in addition to the ordinary pay.

(c) Workers covered by this agreement who have been continuously employed for twelve months shall, in addition to the above holidays, be granted ten working-days' annual leave on full pay for each year of service: Provided that a worker leaving the Council's employ or being dismissed at any time other than for gross misconduct or neglect of duty shall be entitled to holidays proportionate to the time he has served. Such annual leave shall be taken during the period commencing from and including the 27th December and continuing for ten working-days, but excluding all holidays otherwise granted under this agreement. In the event of it being necessary to employ any worker on any of the above-mentioned annual leave days, then such employee shall be entitled to a holiday or holidays in lieu thereof on such day or days as may be mutually agreed upon by the Council and employee.

### *Payment of Wages*

14. (a) Workers leaving the service of the Council or having their services dispensed with shall be paid within twenty-four hours.

(b) All workers will be paid fortnightly in the Council's time.

(c) On country work wages may be paid as agreed upon by the Council and the workers concerned in such work.

### *Termination of Employment*

15. Not less than one week's notice of termination of employment shall be given by the Council and the employee; but this shall not prevent the Council from dismissing an employee without notice for gross misconduct or neglect of duty, subject in all cases to an appeal to the Council by the



employee. It shall be allowable, however, to employ tradesmen for a limited period of time to perform special work. The employment of these men may be terminated by giving one hour's notice.

#### *Country Work*

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

(b) Any worker engaged on country work shall be conveyed by the Council to and from such place of work at reasonable 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 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 sum of 5s. 6d. per day for five days of the week, but the Council may in lieu thereof provide them at its own expense with suitable board and lodging.

(e) Notwithstanding anything herein contained, the Council may agree with any worker that in respect of any specified country work the hours of work shall be other than those hereinbefore prescribed without payment of overtime, but so that not less than the rate of wages herein prescribed for country work shall be paid.

(f) Nothing in the above-mentioned provisions shall prevent the Council from engaging labour on the City Council water-works without recourse to the conditions with respect to country work.

#### *Accommodation*

17. The Council shall provide accommodation to the satisfaction of the Inspector of Awards to enable workers to change their clothes and have their meals. The Council shall also provide proper sanitary accommodation and, where practicable, hot water for ablution purposes.

#### *Tools*

18. All tools shall be supplied by the Council and will be taken in charge by the workmen to whom the same are issued. Any tools not returned or accounted for to the satisfaction of the City Engineer shall be charged against such workmen, and such charge shall be a debt due to the employers and recoverable accordingly. Overalls shall be provided at the Engineer's discretion to those employed on dirty work.

*Accidents*

19. A modern first-aid emergency kit or case, fully equipped, shall be kept by the Council in a convenient and accessible place in each yard.

*Sick-pay*

20. Permanent employees coming within the scope of this agreement and with not less than one year's service shall receive full pay for days lost through sickness, provided that the total days so paid shall not exceed fifteen in any one year, and provided further that such payment in respect of any one period of sickness shall not exceed five consecutive days. In all cases satisfactory evidence of incapacity through sickness must be produced before payment is made. This clause is to apply only to those employees whose names appear on the pay-sheet of the Department of the City Engineer.

*General*

21. (a) This award shall also extend to bind all persons or parties who may at any time contract to carry out ordinary labouring work on behalf of the City Council, provided such work is being carried out on property under the jurisdiction of the said Council.

(b) Every worker is required to conserve the employer's interests in every way possible, and shall report to the City Engineer or other responsible officer any matter which in his opinion is likely to result in damage to public property, loss to the Council, or inconvenience or danger to the public. Any worker who shall neglect or fail to report as aforesaid shall be liable to summary dismissal.

*Under-rate Workers*

22. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement 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 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 arguments 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 fourteen 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.

#### *Workers to be Members of Union*

23. (a) It shall not be lawful for the Council to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award.

(b) Where applicable, the provisions of subsections (4), (5), and (6) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, shall apply.

#### *Sick-benefit Society*

24. It shall be a condition of regular employment that employees shall join the city or other sick-benefit society and remain financial members while in the service.

#### *Interpretation*

25. (a) For the purpose of this agreement, the "City Engineer" shall mean the Engineer for the time being of the Wanganui City Council, and includes any deputy or assistant authorized to act in his place.

(b) The essence of this agreement being that the work of the employers shall not on any account whatever 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 agreement, 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 agreement, 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. The decision of the majority of the committee shall be binding.

*Terms of Industrial Agreement*

26. The agreement shall be deemed to have come into force on the 1st day of April, 1945, and shall continue in force for twelve months.

The common seal of the Mayor, Councillors, and Citizens of the City of Wanganui was hereto affixed by order of the Council by and in the presence of—

[L.S.]

W. J. ROGERS, Mayor.  
C. R. WHITE, Town Clerk.

Signed and sealed on behalf of the Wanganui Municipal Labourers' Industrial Union of Workers—

[L.S.]

W. J. BENSON, President.  
G. I. CARROLL.