

CHRISTCHURCH CITY COUNCIL **LABOURERS**—INDUSTRIAL
AGREEMENT

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement made on the 25th day of November, 1948, between the Mayor, Councillors, and Citizens of the City of Christchurch and the Canterbury Builders' and General Labourers and Related Workers' 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 25th day of November, 1948, between the Mayor, Councillors, and Citizens of the City of Christchurch, of the one part, and the Canterbury Builders' and General Labourers and Related Workers' 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 13th day of December, 1948.

[L.S.]

A. TYNDALL, Judge.

CHRISTCHURCH CITY COUNCIL **LABOURERS**—INDUSTRIAL
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THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 25th day of November, 1948, between the Mayor, Councillors, and Citizens of the City of Christchurch, a Corporation constituted under the Municipal Corporations Act, 1933, and hereinafter referred to as "the Corporation", and joining in these presents as an employer, of the one part, and the Canterbury Builders and General Labourers and Related Workers' Industrial Union of Workers, an industrial union registered

under the Industrial Conciliation and Arbitration Act, 1925, and its amendments, and hereinafter referred to as "the industrial union" (the registered office of which union is situated at 194 Gloucester Street, in the City of Christchurch), of the other part, witnesseth that it is hereby mutually agreed and declared between and by the Corporation and the industrial union that the terms and conditions hereinafter set forth shall apply to the workers named in the schedule hereto.

1. Hours of Work

(a) Except where otherwise provided, the hours of work shall not exceed forty per week, to be worked eight hours per day between 7.30 a.m. and 5 p.m., Monday to Friday, inclusive, with one hour for lunch. Men engaged on street-cleaning, channel work, and sanitary work may start work at such hours as may be deemed necessary, provided they do not work more than eight hours on five days of the week.

(b) The hours of work for quarrymen shall not exceed forty hours per week on the first five days of the week between 7.30 a.m. and 4.15 p.m., with three-quarters of an hour for dinner.

(c) A variation may be made in the lunch interval by mutual agreement between the Council and the union.

2. Wages

(a) Unless otherwise specified, the following shall be paid a minimum rate of £6 12s. 2d. per week: men employed on pick-and-shovel work, sewerwork, laying and cleaning drains, sweeping and cleaning streets, cutting grass, gardening, digging graves, road and path formation (other than tarring), screening materials, yardmen, and all other work of a similar nature.

When men are temporarily employed by the M.E.D. they shall be paid at a *pro rata* rate based on the above wage, plus 15 per cent. for the first five working-days of every individual job, and thereafter at the *pro rata* rate to the end of the particular job. Where weather conditions necessitate a temporary cessation of work, alternative employment shall be available for these men. In such cases one hour's notice of the termination of employment will be given.

(b) Men employed as tar-workers, grit-spreaders, or sweepers with the tar gang before and after sealing, using weed-killer, dipping and wrapping pipes, spreading new metal or dry flour blinding, cleaning sumps and rodding drains, pipe-jointing,

handling cement, feeding concrete-mixers, or handling, mixing, or spreading wet concrete, men scything grass, and men employed sweeping or cleaning streets or channel-sweeping who commence work between 6 a.m. and 7 a.m. shall receive 1s. 3d. per day extra.

(c) Men employed as refuse-lifters, or loading tins, household, general, and special order rubbish, shall be paid 1s. 6d. per day extra or part thereof. Men employed collecting, loading, or burying fish shall receive 2s. per day extra.

(d) Men employed at controlled tips shall be paid 1s. 6d. per day extra.

(e) Men employed as leading hands in pipe-laying, kerb-setting, and building sumps shall be paid 2s. per day extra.

(f) Men operating mechanical tar and bitumen sprayers, and men engaged in cleaning out tar-pits, shall be paid 4s. per day extra whilst so employed. Sprayer operator's assistant 2s. extra. Men employed as nozzlemen spraying unheated emulsions, road oils, or other similar liquids for sealing and top-dressing shall be paid 3s. per day extra.

(g) Men employed as tunnelmen and timbermen and assistant timbermen in excavations shall be paid 1s. per day extra whilst so employed. Timbermen are those men appointed to work in the trench and be responsible for the timbering, including placing of waling, struts, spading timber down, and supervising driving of sheeting. Assistant timbermen are men instructed to work in the trench placing trench timber. Men working above ground driving timber or carrying timber shall not be classed as timbermen.

(h) Men employed on nightsoil work shall be paid not less than £8 3s. 7d. per week whilst so engaged, and shall be supplied with suitable oilskins and sou-westers, and an allowance of 1s. 6d. per month for acetylene lamp and supplied with carbide, and 2s 6d. per week bicycle allowance.

(i) Labourers employed as water-pump attendants shall be paid a flat rate of £7 6s. 4d. per week of forty-five hours, this to be worked nine hours per day on Monday to Friday inclusive. A daily lunch interval of one hour is included in the above forty-five hours when the worker stands by at the yard during the lunch hour to carry out any urgent duties.

Work on Sundays and holidays shall be paid for at overtime rates for the actual time worked, with a minimum of one hour, such time to be counted from the time the employee leaves home.

(j) Leading hands laying water-pipes and work incidental thereto shall be paid £7 3s. 8d. per week.

(k) Workers employed as waterworks turncocks shall receive an additional 15s. per week over and above their ordinary rates. A duty roster shall provide for two of the four men to be always on duty, and, except at periods of annual leave of any one of the turncocks, or other exigencies of the service, men will normally receive alternate week-ends and two nights per week off duty.

(l) Men employed cleaning or repairing sewers shall be paid 3d. per hour extra, with a minimum payment of 1s. on any one day.

(m) Gangers in charge of jobs shall be paid 1s. 6d. per day extra. If a ganger is required to supervise more than ten workers he shall be paid 2s. 6d. per day extra.

(n) Men employed topping trees, and skilled axemen, shall be paid 1s. 6d. per day extra.

(o) Workers who are required to use their bicycles for Council purposes shall be paid an allowance of 2s. 6d. per week.

(p) Yardmen who are required to undertake clerical work in addition to their ordinary yardmen's duties shall be paid £6 17s. 5d. per week.

(q) Men employed at the quarries shall receive: labourers, £6 14s. 1d. per week; and those employed feeding crushers, barring down, and drilling, £6 19s. 10d. per week.

(r) Certificated men using explosives 2s. per day extra; and men using pneumatic vibrators, pneumatic hammers and drillers, rammers, borers, and breakers shall be paid 6d. per hour extra, with a minimum payment of 2s. per day.

(s) Men engaged fire-fighting within the Bottle Lake District at Chaney's and the vicinity thereof, at Victoria Park and its vicinity, or any other reserve shall be paid a flat rate of 4s. 1½d. per hour whilst so engaged, with a minimum payment for two hours if called out after working-hours.

(t) Men employed as patrolmen at band concerts shall be paid 7s. 6d. for each week-day concert and 9s. 6d. for each Sunday concert.

(u) Dirt-money shall be payable under one clause only, the higher rate, on any one day, but this subclause shall not apply to payments made under subclause (m) hereof.

Hot-mix Plant.—(v) Men operating the mixer, and oil-burner operator, shall be paid 3s. 4d. per day extra.

(w) Men employed filling, charging, cleaning, and scaling kettles, and men weighing bitumen, shall be paid 2s. 8d. per day extra.

- (x) Men feeding elevators shall be paid 2s. per day extra.
- (y) Men employed cleaning out dust pits and tunnels shall be paid 2s. per day extra.
- (z) Men spreading hot mix shall be paid 2s 8d per day extra.

(za) *Definition.*—A ganger or leading hand is a worker who is in charge of not less than three workers.

(zb) *Meal Allowance.*—Workers called upon to work overtime beyond one hour after their usual hour for ceasing work and who are unable to return home for a meal shall be paid a meal allowance of 2s 3d. per meal.

3. *Overtime*

All time worked outside of or in excess of the hours hereinbefore mentioned shall be considered overtime, and shall be paid for at the rate of time and a half for the first two hours and double time thereafter. All work done on Sundays shall be paid for at the rate of double ordinary time. All overtime shall be calculated on a daily basis.

4. *Payment of Wages*

Wages shall be paid weekly and in money and paid in the employer's time. The Council shall be entitled to make a rateable deduction from the weekly wages specified in this agreement for any time lost through a worker's default.

5. *Holidays*

(a) The following shall be the recognized holidays: New Year's Day, 2nd January, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Show Day, Christmas Day, and Boxing 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) An annual holiday of twelve working days shall be allowed.

(d) For work done on Sundays or the holidays named in subclause (a) hereof workers shall be paid at the rate of double time. The above payments shall be in addition to the ordinary holiday pay, with a minimum payment as for two hours' work.

(e) Men engaged on nightsoil work shall receive the two weeks' annual leave and an additional day for each of the recognized holidays mentioned above.

6. *Wet Places*

(a) When workers are working in a wet place (other than in direct rain) or in foul air, six hours shall constitute a day's work, eight hours to be paid for; half an hour shall be allowed for crib without deduction from pay. If so employed for less than six hours, workers shall be paid at the rate of 4s. 5d. per hour.

(b) A "wet place" means a place where a worker is standing in not less than 6 in. of water. When workers are working in not less than 2 in. of water, gum boots shall be provided by the employer.

(c) Workers whose duties necessitate the continuous wearing of gum boots shall receive 9d. per day in addition to the rates prescribed in clause 2 (a) of this agreement.

7. *Suburban Work*

When the work is outside the city boundary or within that portion of the city situated within the areas at one time forming the Boroughs of Sumner and New Brighton, each worker shall be paid the ordinary rate of wages for the time occupied in proceeding thereto and therefrom, but in the event of a worker residing within one mile and a half of such work he shall not be paid for the time occupied in travelling thereto and therefrom. When the employer provides a conveyance, only the actual time in travelling shall be paid for.

8. *Accommodation and Sanitation*

The Council shall provide accommodation in each yard to enable workers to change their clothes and take their meals and shall provide sanitary accommodation for the workers. Washing-basins shall also be provided. These conditions shall also apply to the quarry and to the controlled tips, with the addition at the tips of hot and cold water and basins for washing.

9. *Oilskins, Leggings, and Overalls*

Employees who are required to work outside in wet weather shall be provided with oilskin coats, leggings, and sou'westers if available, when required, but not more than once in any one year; household- and general-refuse lifters shall be supplied with aprons, gloves, and goggles; men cleaning sumps, rodding drains, and cement-loaders on mechanical mixers shall be supplied with overalls.

Butterflies (oilskin) shall be supplied to quarry workers, waterworks employees, and cemetery workers in lieu of oilskin coats, if desired.

Men operating mechanical tar and bitumen sprayers shall be supplied with clogs or boots, goggles, overalls, and leather gloves.

Men engaged cleaning out tar-pits shall be supplied with overalls and boots; a minimum of four hours to be paid in any one day.

Men sweeping tar shall be supplied with clogs.

Men employed charging kettles, cleaning and scaling, and men employed spreading hot mix, shall be supplied with clogs and overalls.

Men on platform or oil-burner shall be supplied with goggles, respirators, boiler suits, boots, and gloves.

Men feeding elevators shall be supplied with goggles and overalls.

Quarrymen shall be supplied with butterflies also.

Men working in the crusher and operating pneumatic machines shall be supplied with two sets of overalls at the same time.

Men handling 4 ft. slabs in plantations shall be supplied with gloves and overalls, and men working on marram-grass shall be supplied with gloves. Gloves and overalls shall be left on the job.

Reserves Department employees required to attend stoves shall be supplied with aprons.

All equipment must be handed into the store before new is issued, and all equipment issued to employees is to remain the property of the Christchurch City Council.

10. Cemetery Workers

(a) *Hours of Work.*—The hours of work shall not exceed forty hours per week, to be worked between the hours of 7.30 a.m. and 5 p.m. on the first five days of the week, and 7.30 a.m. and 11 a.m. on Saturdays, with an hour for dinner.

(b) *Wages.*—The minimum rate of wages for sextons shall be £6 14s. 9d. per week, with an allowance of three cords of firewood per year and a free house. The minimum rate for assistant sextons shall be £6 12s. 2d. per week.

(c) Ten shillings extra per funeral shall be paid for funerals after 11 a.m. on Saturdays, or on Sundays or award holidays. Where preparation of graves is required after 11 a.m. on Saturdays, or on Sundays or award holidays, 10s. extra per grave shall be paid. In the event of there being more than one funeral, or grave to be prepared on Saturdays, Sundays and award holidays the sexton shall have the right to require the attendance of assistant sexton. Assistant sexton so attending shall be paid in accordance with provisions of clause 3—Overtime.

(d) Workers employed in disinterments, or reinterments shall be paid double ordinary rates whilst so employed.

(e) Holidays.—Sextons shall be granted a holiday of three weeks' leave during each year of service, no deduction of pay to be made in respect of such holidays. Assistant sextons shall be granted annual leave in accordance with clause 5.

(f) The "wet place" clause in this agreement shall also apply to cemetery workers.

(g) A long coat shall be supplied to sextons for use at funerals.

11. *Reserves, Recreation-grounds, and Gardens and Parks*

(a) *Hours of Work and Overtime.*—The hours of work shall not exceed eighty per fortnight, exclusive of necessary time for attendance to forcing stoves or greenhouses on Sundays or holidays, such hours to be worked between 7.30 a.m. and 5 p.m. on five days of the week, Monday to Friday inclusive, and between the hours of 7.30 a.m. and 12 noon on Saturday.

All work done on any of the holidays mentioned in clause 5 (a), or on Sundays, shall be paid for at double time rates: Provided, nevertheless, that all work done in attendance to forcing-stoves, green-houses, frames, or bush-houses on Sundays or holidays shall be paid for at ordinary rates.

(b) *Wages.*—Nurserymen, landscape gardeners, or gardeners: £7 1s. 9d. per week.

(c) *Definition.*—A nurseryman or landscape gardener or gardener is a worker who has served an apprenticeship of five years as a nurseryman's or landscape gardener's or gardener's apprentice, or who at the date of the coming into operation of this award has been employed as a nurseryman or landscape gardener or gardener for a period of not less than five years, or who is at present employed as such. Any gardener's labourer who, in the opinion of the employer, is qualified to perform general gardener's or nursery work shall be paid accordingly.

(d) A worker in charge of not less than four men shall be paid 1s. 6d. per day extra. If a worker is required to supervise more than ten workers, he shall be paid 2s. per day extra.

(e) <i>Youth's Wages:</i> —	Per Week.		
	£	s.	d.
Under seventeen years of age	2	9	0
Seventeen to eighteen years	3	0	6
Eighteen to nineteen years	3	14	6
Nineteen to twenty years	4	6	0
Twenty to twenty-one years	5	0	6
Thereafter adult rates.			

Not more than one youth to every eight adult gardeners.

(f) *Females*.—Females may be employed at the following rates:—

			Per Week.		
			£	s.	d.
First year	..	..	1	13	0
Second year	..	..	2	5	0
Third year	..	..	2	17	6
Fourth year	..	..	3	9	0
Thereafter, not less than	..	..	4	3	3

Not more than one female shall be employed to every five adult male gardeners.

(g) Resident caretakers shall be allowed an annual holiday of three weeks.

12. *Tools*

All tools shall be provided by the employer.

13. *Termination of Engagement*

The Council shall give a worker one week's notice, or one week's pay in lieu thereof, prior to his dismissal. Each worker shall give his employer one week's notice that he is about to leave his employment or shall forfeit in lieu thereof one week's pay, to be deducted from the wages due to him: Provided that in the event of a worker with over three months' continuous service being suspended from duty for any cause, he shall have the right of appeal, first to the departmental head, and failing satisfactory settlement, to the committee concerned before being dismissed from the Council's service; but nothing in this clause shall prevent the employer from summarily dismissing any worker for wilful misconduct.

Men employed in casual work and being paid at casual rates shall be subject to an hour's notice on either side.

14. *Accidents*

Modern first-aid emergency cases, fully equipped, shall be kept in convenient and accessible places on each job; and small outfits shall be supplied to all refuse conveyances.

15. *Crib-time*

Ten minutes in the morning and ten minutes in the afternoon shall be allowed as crib-time.

16. *Display of Agreement*

The employer shall display in each depot and in a conspicuous place a copy of this agreement.

17. *Workers to be Members of Union*

(a) Subject to the provisions of subsection (5) of the Industrial Conciliation and Arbitration Amendment Act, 1936, it shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this agreement for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union commits a breach of this agreement and shall be liable accordingly.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

18. *Under-rate Workers*

(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 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 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.

19. *Disputes*

The essence of this agreement being that the work of the employers shall not on any account 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 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 (if required) 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 of appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

20. *Scope of Agreement*

This agreement shall apply only to the parties named herein.

21. *Term of Agreement*

This agreement in so far as it relates to wages shall be deemed to have come into force on the 1st day of November, 1948, and so far as all the other conditions of this agreement are concerned it shall come into force on the day of the date hereof and this agreement shall remain in force until the 25th day of November, 1949.

In witness whereof the parties have executed the presents.

The common seal of the Christchurch City Corporation was hereto affixed in the presence of—

[L.S.]

ERNEST H. ANDREWS, Mayor.
H. S. FEAST, Town Clerk.

The common seal of the Canterbury Builders and General Labourers and Related Workers' Industrial Union of Workers was hereto affixed in the presence of—

[L.S.]

C. F. SAUNDERS, President.
JAS. SHANKLAND, Secretary.