

DUNEDIN CITY COUNCIL (WAIPORI FALLS TEN-MILE RADIUS)
LABOURERS—INDUSTRIAL AGREEMENT

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement, made on the 11th day of November, 1949, between the Corporation of the Mayor, Councillors, and Citizens of the City of Dunedin and the Otago Labourers and Related Trades' 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 11th day of November, 1949, between the Corporation of the Mayor, Councillors, and Citizens of the City of Dunedin, of the one part, and the Otago Labourers and Related Trades' 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 25th day of November, 1949.

[L.S.]

A. TYNDALL, Judge.

DUNEDIN CITY COUNCIL (WAIPORI FALLS TEN-MILE RADIUS)
LABOURERS—INDUSTRIAL AGREEMENT

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 11th day of November, 1949, between the Corporation of the Mayor, Councillors and Citizens of the City of Dunedin, of one part, and the Otago Labourers and Related Trades' Industrial Union of Workers (hereinafter called "the union"), of the other part, witnesseth that it is hereby mutually agreed between the Dunedin City Council and the union as follows.

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SCHEDULE

Hours of Work

1. (a) Except where otherwise provided, the ordinary hours of work shall be forty per week. The ordinary daily hours shall not exceed eight, to be worked between 7.30 a.m. and 5 p.m. on five days of the week from Monday to Friday both days inclusive.

(b) In tunnels the daily hours of work shall not exceed eight from bank to bank, including half an hour for crib-time.

(c) In all wet places six hours shall be considered a working day and shall be paid for at time and one third rates. The question of "wet places" is to be agreed upon by the union official and engineer or other officer in charge, and the following interpretations are given for their guidance:—

(1) *Underground Work*: Where men working underground require to wear oilskins to keep dry, it shall be deemed a "wet place."

(2) *Above Ground*: Where men get wet at their work from other causes than rain, it shall be deemed a "wet place."

(d) Where a shift is worked any part of which shift falls outside the daily hours specified in clause 1 (a) hereof, 2s. 6d. extra shall be paid to each shift worker. It shall not be deemed shift work unless the work is carried on for three (3) successive days.

Rates of Wages

2. The following shall be the minimum wages to be paid to the several classes of workers, as specified hereunder, and shall be retrospective as from the 1st day of April, 1949.

(a) The minimum wages for all workers covered by the agreement shall be £7 5s. 6d. per week.

(b) In addition to the weekly wage, workers performing work scheduled in this subclause shall be paid for hours so worked the appropriate rates shown in column 2 of the schedule.

SCHEDULE

Column 1.	Column 2. Rate Payable in Addition to the Weekly Rate.
(a) Workers employed in tunnels	1½d. per hour.
(b) Workers employed in shafts or trenches to be paid the following rates—	
6 ft. to 20 ft.	1½d. per hour.
20 ft. and over	2d. per hour.
(c) Skilled timbermen engaged on timber work—	
Down to 6 ft.	1½d. per hour.
6 ft. to 20 ft.	3d. per hour.
20 ft. and over	4d. per hour.
(d) Workers employed on hammer and drill work and workers spalling stone	1d. per hour.
Workers operating the undernoted power driven tools: gads, rippers, rammers and similar tools and certified men using explosives	2d. per hour.
(e) Gangers and leading hands shall be paid in addition to their ordinary rate of wages the following daily allowances—	
Supervising 1 to 6 other workers	1s. 6d. per day.
Supervising 7 to 16 other workers	2s. per day.
Supervising 17 or more workers	2s. 6d. per day.
(f) Workers required to work in wet places and to whom gum boots are supplied by the employer under clause 4 shall be paid for each day on which they are so working and wearing gum boots, one shilling (1s.) in addition to the ordinary rate.	
(g) Workers engaged in feeding concrete mixers or handling, mixing or spreading wet concrete shall be paid 1½d. per hour	1½d. per hour.
(h) Workers classified by the Department as handymen to be paid 3d. per hour	3d. per hour.
(i) Racemen 2s. per day, this to include wet place money and gum boot allowance	2s. per day.
(j) Surfacemen on the Gorge Road 1s. per day extra ..	1s. per day.
(k) When workers are required to work with transformer oil, they shall be paid 2s. per day extra	2s. per day.

Variation of Duties

3. Nothing in this agreement shall prevent any worker covered hereby from doing work covered by any other award: Provided that while so employed for more than one week, he shall be paid 2d. per hour in addition to his usual rate. This shall not apply to workers covered by clause 2 (h).

General Provisions

4. (a) Suitable watertight gum boots or other suitable footwear shall be supplied by the employer when the workers are working in water,

slush or wet concrete over 1 in. in depth. Five minutes each day shall be allowed to wash and change gum boots. This subclause shall not apply to tunnel-work.

(b) Any worker required to work in wet weather shall be provided with sou'-wester, oilskin coat, and either leggings or suitable watertight gum boots.

(c) Operators of excavating machines, crusher feeders, quarry workers, drill operators and handymen in power stations shall be paid an overalls allowance of 1½d. per hour while engaged on such work.

Overtime

5. (a) Except as hereinafter provided, all work done outside of or in excess of the hours specified in this agreement shall count as overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter, and double time for actual hours worked on Sunday.

(b) All work performed between midnight and normal time for commencing work next day shall be paid for at double time rates, but ordinary rates shall be paid for work performed thereafter if such day is a working day for the worker concerned.

(c) In the case of workers called out to work outside the normal working hours, 7.30 a.m. to 5 p.m., a minimum of two hours shall be paid at schedule rates of wages.

Holidays

6. (a) Workers who have been employed at any time during the fortnight ending on the day on which the holiday occurs shall receive and be paid for the following holidays: New Year's Day and the day following, Anniversary Day, Good Friday, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Christmas Day and Boxing Day.

(b) When any of the foregoing holidays falls on a Saturday or Sunday, the next succeeding working day or days shall be observed.

(c) Except where otherwise provided for, a worker, required to work on any holiday specified in subclause (a) of this clause or on any day substituted for such holiday as provided for in subclause (b) of this clause, shall be paid ordinary rates for such day as a holiday and, in addition, double time rates for actual time worked.

(d) In addition to the above holidays, workers shall be granted ten holidays (working days) on full pay during each year of service: Provided that a worker leaving his employment or being dismissed at any time shall be entitled to holiday pay equivalent to his length of service. The holidays shall be adjusted as to the 31st March, 1949, and thereafter shall be computed yearly as from the 31st March: Provided however, that nothing in the foregoing shall interfere with existing privileges enjoyed by a worker covered by this agreement where such holidays exceed these provisions.

(e) Such annual holidays shall be given in the proximity to Christmas or Easter holidays, or at such other time as is mutually agreed upon between the worker and the employer.

Definitions

7. (a) The term "tunnel" shall apply to all drives at least 6 ft. in length.

(b) Except where otherwise provided, a "wet place" shall be deemed to mean a place where the workers are working in water, slush, or wet concrete 1 in. or over in depth, or where water is dripping on them.

(c) A "ganger" or "leading hand" shall mean a worker in charge of one or more other workers.

Tools

8. All tools shall be provided by the employer.

Accommodation

9. (a) The employer shall, when necessary, provide accommodation to the satisfaction of Inspector of Awards to enable labourers to change their clothes and have their meals and he shall also provide proper sanitary accommodation for them. Huts or sheds where men have their meals shall not be used for the storage of lime, cement, kerosene, or the cleaning of lamps or tools, &c.

(b) Huts, where provided for men called upon to camp on the work or in the vicinity thereof, shall each be of sufficient dimensions to contain not less than 400 cubic feet of air-space for each man to be accommodated therein. Huts shall be lined with timber or timber product and equipped with bunk, mattress, small table and fireplace. Two men will not be required to share one hut in camps where cook-houses are not provided. This subclause shall not apply to huts in good condition and in use at present.

(c) In all camps sufficient and suitable closets and urinal accommodation shall be provided to the satisfaction of the Inspector.

(d) Suitable provisions shall be made for the drying of clothes in cases where men are required to live in temporary camps.

(e) Where necessary, the employer will provide and deliver in temporary camps free of all charges, sufficient fuel for cooking and heating men's quarters, &c.

(f) Where accommodation is not provided with electric light, an allowance of 3s. per week shall be made for the purchase of kerosene and candles.

Suburban Work

10. "Suburban work" shall be deemed to mean work not coming within the definition of "country work" which has to be done at any place more than a mile and a half by the nearest road used by foot passengers from the hostel.

Workers employed on suburban work more than one and a half miles distant from the hostel 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 determine. Time reasonably occupied by the workers in travelling or time occupied in conveying the workers to and from such work beyond the one and a half miles or beyond the worker's home, whichever is the less, shall be allowed and paid for by the employer. No worker residing less than one and a half miles from the place where the work is to be performed shall be entitled to the allowance mentioned in this clause. For the purpose of this clause, all distances shall be measured by the nearest convenient mode of access for foot passengers.

Any worker whose usual place of work is in or at a permanent location situated more than a mile and a half from the hostel, Waipori Falls, shall not receive any allowance for travelling to and from such usual place of work, but if such worker is required to work at a place one and a half miles distant from his usual place of work, he shall be considered a suburban worker in the terms of this clause.

Should any question arise concerning the interpretation of this subclause, it shall be dealt with under clause "Disputes Committee."

Country Work

11. (a) "Country work" shall be deemed to mean work which necessitates the worker lodging elsewhere than at his usual place of residence.

(b) The employer shall convey the worker free of charge or pay his fare to and from country work once every three months during the continuance of 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 the employment and is in either case required again to work, the employer shall again convey him or pay his fare to and from such work.

(c) Time occupied in travelling to a job for the first time or from and back to the job if recalled by the employer or from the job on completion of the worker's employment on the job shall be paid for at ordinary rates, but no worker shall be paid more than an ordinary day's wages for any day occupied by him in travelling, although the hours occupied may exceed eight, unless he is on the same day occupied in working for his employer: Provided that any worker called upon to travel more than four hours on a Saturday shall be paid for eight hours.

(d) The employer shall provide the worker while on country work with suitable board and lodging: Provided that when the employer provided accommodation as set out in this agreement the payment in lieu of board shall be 6s. for each working day.

(e) Notwithstanding anything contained in this agreement, an employee may agree with an employer in writing that in respect to any specified country work overtime rates shall not be payable for any time worked in excess of eight hours in any one day. Overtime rates shall, however, be payable for all hours worked in excess of forty in any one week.

Payment of Wages and Termination of Employment

12. (a) Wages shall as far as possible be paid not later than Friday in alternate weeks, and shall be paid in the employer's time. If it should be necessary for any worker to go to the employer's office to receive his wages he shall do so in his employer's time.

(b) One week's notice of termination of employment shall be given on either side.

(c) A worker's employment shall be deemed to continue until all wages due to him have been paid or made available for collection at the office of the employer during the ordinary working hours.

Refreshments

13. An interval of not more than ten minutes shall be allowed for morning tea, to be taken as soon as practicable after 10 a.m.

Accidents

14. A first aid emergency outfit, suitable equipped, shall be maintained by the employer in a place convenient and accessible to the workers.

Union Representatives

15. For the purpose of securing efficient operation of this agreement in accordance with section 19 of the amended Industrial Conciliation and Arbitration Act, 1936, the union's representative shall be allowed

full access to all jobs covered by this agreement in order to interview any worker, but not so as to interfere unreasonably with the employer's business.

Job Stewards

16. Employees appointed by the union to act as "job stewards" shall be allowed to collect union subscriptions during the actual paying-out on the job on which the steward is employed.

Disputes Committee

17. (a) Provided that if any dispute shall arise in connection with the operation of this agreement the question in dispute shall be referred to the representatives of the employer and the representatives of the union for settlement.

(b) Where such representatives cannot agree, the matter in question shall be referred by either party to the Conciliation Commissioner for the district for a decision. When the Commissioner gives his decision on any matter so referred to him, it shall be binding on the parties unless an appeal is lodged. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within fourteen days after such decision shall have been communicated to the party desiring appeal.

(c) The Committee shall be empowered to deal with questions of unfair or wrongful dismissal of any worker.

Workers to be Members of the Union

18. (a) 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 purpose 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.

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

Under-rate Workers

19. (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 appointed 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 appointed person shall determine and after 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 thereto.

(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.

Scope of Agreement

20. The operation of this agreement is limited to the area lying within a radius of ten miles from the hostel, Waipori Falls.

Term of Agreement

21. This agreement shall come into force so far as wages are concerned on the 1st day of April, 1949, and so far as the remainder of the agreement is concerned, on the date of the day hereof, and shall continue in force until the 1st day of April, 1951.

Signed on behalf of Otago Labourers and Related Trades' Industrial Union of Workers—

[L.S.]

R. McINTYRE, Secretary.

Signed on behalf of the Dunedin City Corporation—

R. A. JOHNSTON, Secretary.