

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 21st day of November, 1949, 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 21st day of November, 1949, 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, subject to the condition that any rates of remuneration agreed upon pursuant to clause 24 (*d*) shall be approved by the Wages Commissioner.

Dated this 8th day of December, 1949.

[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 21st day of November, 1949, 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 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 ..	7 2- 6
(ii) For those driving and attending to motor-vehicles with a combined weight of vehicle and maximum load not exceeding 2 tons ..	7 3 4
(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 ..	7 6 10
(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 ..	7 8 7
(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 ..	7 13 0
(vi) For those driving and attending to motor-vehicles with a combined weight of vehicle and maximum load exceeding 10 tons ..	7 15 7
(vii) For those attending to and driving tractors, whether hauling trailers or used in conjunction with machines or implements, while engaged on roadmaking or general construction or formation work, and those attending to and driving tractors while hauling mowers ..	7 16 6
(viii) For those driving and attending to tractors not otherwise specified ..	7 7 9
(ix) A driver of a motor-vehicle is to be paid not less than a driver's rate while his vehicle is undergoing repairs for a period not exceeding two weeks
(x) Dust, tar, dirt and wet concessions to be allowed to drivers when entitled to them, and all drivers of motor-vehicles to be supplied with one pair of overalls each year and to be responsible for same
(xi) Except where otherwise specified, the basic rate of pay for all workers coming under the scope of this agreement will be ..	7 0 9
(xii) Workers engaged in operating and attending to motor mowers shall be paid 3d. per hour over and above the basic rate while so engaged.	

(b) 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 23 hereof.

(c) 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.

(d) A service bonus of 1d. per hour shall be paid to all workers who at the coming into operation of this agreement have completed two years' continuous service or who subsequently complete two years' continuous service.

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 ordinary rate the worker receives in the performance of his regular duties. 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 engaged, the minimum time which must be one hour. Any drain carrying sewage to be classed as a sewer. Men employed on drawing sumps shall be paid 2½d. per hour in addition to their ordinary rates of pay while so engaged.

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. All men employed as tunnellers or as experienced timber-men will be paid 3d. per hour additional to the usual rate. Men working in drains at a depth of 6 ft. from the ground surface or from the top of the timber will receive 2d. per hour additional on the basic rate.

Tar, Bitumen, and Concrete Workers, Gangers, Leading-hands, &c.

7. (a) All workers engaged in carting, handling, mixing, heating, spraying or spreading hot tar or bitumen preparations, working at the hot-mix plant or the tar kettles at the yard, or regulating chips behind a sprayer, shall be paid 3d. per hour in addition to their ordinary wage.

(b) All men engaged in handling or carting cold tar or bitumen in drums shall be paid 2d. per hour in addition to their ordinary wage.

(c) 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.

(d) All men engaged in loading or clearing away dust shall be paid 3d. per hour in addition to their ordinary wage.

(e) Men engaged for more than one hour continuously in mixing, handling or spreading wet concrete, or employed in the construction of kerbing or channelling, shall be paid 2d. per hour over and above their usual rate, and shall be provided with overalls.

(f) Gangers shall be paid not less than 2s. per day above their ordinary wage, and leading-hands shall be paid not less than 1s. per day above their usual wage.

Refuse Lifters

8. Men employed as refuse-lifters or working at the rubbish-tips shall be paid 3d. 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.

Metal-pit Workers

9. Men working on a face of 12 ft. or over, either stripping or breaking down, shall be paid 2½d. per hour above their usual rate while so engaged. Certificated shot firers shall be paid 3d. per hour above their usual rate while employed on any work in the pit. The crusher attendant shall be paid 3d. per hour above the usual rate while engaged in operating the crusher. All other men working in the pit shall be paid 1½d. per hour above their usual rate while so engaged. No man working in the pit shall receive more than one of the allowances provided for in this clause, but no regular pit man shall lose his appropriate allowance when loading metal from stock piles at the pit.

Tradesmen

10. Tradesmen, improvers, drainlayers and others shall be paid not less than 1d. per hour and may, at the discretion of the City Engineer, be paid up to 3d. 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, bitumen, or any other exceptionally dirty job, shall be paid 3d. per hour in addition to their usual rate. A recognized assistant to a drainlayer shall be paid 2d. per hour over and above the basic rate.

Drainlayers and recognized drainlayers' assistants shall be provided with overalls.

Water Servicemen

11. Responsible water servicemen in the Waterworks Department shall be paid £7 13s. 10d. per week, and shall be provided with overalls. The recognized assistant to a water serviceman shall be paid 2d. per hour over and above the basic rate and shall be provided with overalls.

Gardeners, Caretakers &c.

12. (a) Qualified gardeners, nurserymen, greenkeepers, grounds-men, and custodians in charge of playing areas shall be issued with oil-skin leggings and shall be paid not less than £7 6s. 10d. per week.

(b) Men detailed to use a scythe, and men working at afforestation at Okehu or after a burn off at any of the reserves, shall be paid 3d. per hour extra while so engaged. Men engaged at lopping trees when working at a height over 15 ft. shall be provided with extension ladders and shall be paid 3d. per hour extra while so engaged.

Definitions

13. (a) A ganger is a person who controls and directs six or more workers and who gives directions or instructions.

(b) A leading-hand is a worker in charge of from two to five other workers, or a worker who has been appointed as a leading-hand. A drainlayer other than a ganger, who is in charge of a job, shall be classified as a leading-hand.

(c) Nurserymen, plant propagators or gardeners are men who have served an apprenticeship in any of the three foregoing designations, or who have been employed by the Council at either of them for a period of five years.

(d) A timber-man is a person who takes responsibility for the safe placing of timber in any trench or other excavation.

(e) A water serviceman is a person responsible for laying and jointing water mains and service connections.

(f) A tunnel shall mean any underground excavation which is over 15 ft. in length, or any shaft or excavation 15 ft. in depth, or less than these stipulations if the excavation is under roadways or tram-lines.

Overtime

14. (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 shall be computed from the time of leaving home to his returning home. When an employee is called out to work on a Saturday, a Sunday, or a statutory holiday, he shall be paid a minimum of two hours at the appropriate overtime rate, except that in the case of a lamp lighter he shall be paid a minimum of two hours per day at the appropriate overtime rate.

Holidays

15. (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. The provisions of the Public Holidays' Act 1910 and its amendments shall be deemed to be incorporated in this agreement.

(b) In addition to the payments required by subclause (a) hereof, all work done on any of the above-mentioned holidays shall be paid for at double time rates.

(c) The provisions of the Annual Holidays' Act 1944 shall apply to workers coming within the scope of this agreement.

Payment of Wages

16. (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.

Country Work

17. (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 waterworks without recourse to the conditions with respect to country work.

Termination of Employment

18. 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 trademen for a limited period of time to perform special work. The employment of these men may be terminated by giving one hour's notice.

Accommodation

19. 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.

Overalls

20. Apart from the overalls provided for in this agreement in the various clauses dealing with special types of work, the City Engineer shall at his discretion supply overalls to men while engaged on particularly dirty work.

Tools

21. 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

22. 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

23. (a) 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.

(b) In cases of accident which entitle a worker with not less than one year's service to receive compensation payments as provided by the Workers' Compensation Act, the Council shall make up the difference between the amounts drawn as compensation and the full wage: Provided that the total amount made up during any one period of incapacity shall not exceed the value of five days' pay and that the total amount made up in any one year shall not exceed the value of fifteen days' pay. The total combined amount payable in any one year for making up accident compensation to full pay under this subclause and for payment of sick pay under subclause (a) hereof shall not exceed the value of fifteen days' pay.

General

24. (a) This agreement 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.

(c) It shall not be competent for the Council to use a driver as a ganger or leading-hand, except when the men under his control are travelling with him or working adjacent to him throughout substantially the whole day.

(d) Notwithstanding any of the foregoing provisions contained in this agreement, nothing shall prevent the City Engineer acting on behalf of the Council, and the president and secretary representing the union, from agreeing on any rates and conditions to operate in connection with any work that is not specifically covered or provided for in any of the clauses in this agreement.

(e) Piece work under this agreement is prohibited. It shall be a breach of the agreement for any worker or employer bound hereto to enter into any labour only contract in respect of any work covered by this agreement. Co-operative contracts may be undertaken in respect of any work providing the terms and conditions of such are mutually agreed upon between the union and the employer.

Under-rate Workers

25. (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

26. (a) It shall not be lawful for the Council 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 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 agreement.

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

Sick-benefit Society

27. 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

28. (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.

Term of Industrial Agreement

29. The agreement shall be deemed to have come into force on the 19th day of November, 1949, 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.
K. WHITE, Town Clerk.

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

[L.S.]

WILLIAM J. BENSON, President.
HARRY H. NORRIS, Secretary.