

CHRISTCHURCH DRAINAGE BOARD **WELLPOINT OPERATORS**—INDUSTRIAL
AGREEMENT

[Filed in the Office of the Clerk of Awards, Christchurch]

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this first day of October 1954, between the N.Z. Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers (hereinafter called "the union"), of the one part and the Christchurch Drainage Board (hereinafter referred to as "the employer") of the other part:—

That, as between the parties hereto, the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the said parties, and the said terms, conditions, stipulations, and provisions shall be and are hereby incorporated in and declared to form part of this agreement; that the said parties hereto shall observe and perform every matter and thing by this agreement and by the said terms, conditions and provisions required to be performed, and shall not do anything in contravention of this agreement, or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same. Any failure to observe the conditions, stipulations, and provisions contained herein shall be deemed to be a breach of this industrial agreement.

SCHEDULE

Application of Agreement

Clause 1. Metal trade workers employed by the Christchurch Drainage Board shall be the class of workers covered by this agreement.

Interpretation

Clause 2. For the purposes of this agreement a metal trade worker whose duties whilst so employed are to operate the plant, and carry out all work required for the layout, assembly, jetting in and removal of all equipment, shall properly maintain, repair and care for all equipment, and perform such other duties as are considered necessary by the engineer.

Hours of Work

Clause 3. (a) The number of hours (exclusive of overtime) to be worked in any week by any worker bound by this award shall be forty.

(b) The length and starting and finishing times of each shift in accordance with the shift roster shall be mutually agreed upon between the employees and the Board, and any dispute arising from same shall be referred to the union.

(c) When the requirements of the work allows, shifts shall rotate weekly.

(d) A worker shall be allowed a period of not less than eight hours off between two working shifts.

Shift Allowance

Clause 4. (a) A shift allowance of 3s. 6d. per shift shall be paid on shifts where at least four hours of the shifts are outside of the period from 8 a.m. to 5 p.m.

(b) Workers required to work only one shift outside the hours of an ordinary day shall be paid a shift allowance of 10s. for such shift.

Overtime

Clause 5. (a) All work done in excess of the ordinary shift hours mentioned in clause 3 (a) hereof shall count as overtime and shall be paid for at the rate of time and a half for the first two hours in any one day and double time thereafter.

(b) Any worker required to commence work after the cessation of public wheeled traffic or before the ordinary time of starting such traffic, and any worker who may work continuously until after the cessation of public wheeled traffic and cease work before the ordinary time of starting such traffic, shall be paid for time occupied in travelling to or from his home, computed on three miles per hour, at ordinary rates of pay. If a conveyance is provided for the worker by his employer, he shall not be entitled to payment for travelling time. For the purpose of this award "public wheeled traffic" shall mean trams, buses, trains or ferries ordinarily used by workers travelling to and from their work: Provided that in the case of a worker who normally starts or finishes work when public wheeled traffic is not available, the amount to be paid to the worker to cover travelling-time may be agreed upon between the employer and the secretary of the union.

(c) Any worker who works at least four hours' overtime between the ordinary time for ceasing work and 3 a.m. the next day shall not be required to work any ordinary time unless double rates are paid or an eight hour break has occurred. Where, by virtue of the compulsory eight-hour break, he loses ordinary time on the second day such time shall be paid for at ordinary rates, with a maximum of four hours' pay without work.

(d) The employer shall either provide a suitable meal or allow meal-money at the rate of 3s. 6d. per meal when workers are called upon to work overtime after 6 p.m. or required to continue working after his meal, in cases where work normally ceases before 5 p.m. on Sunday, Monday, Tuesday, Wednesday, Thursday, Friday, or Saturday or after 1 p.m. on Saturday or Sunday, unless such workers can reasonably get home for a meal and return to their work in one hour, in which case the meal allowance need not be paid. When working protracted overtime, either a suitable meal shall be provided or meal-money paid every four and a half hours that overtime continues; provided workers are required to continue working after the meal interval; and provided further, that the period of four and a half hours may be varied by agreement. In such cases reasonable meal intervals shall be paid for. When working overtime under conditions where a worker cannot obtain a meal without incurring extra travelling expense, the employer shall reimburse such extra expense.

Saturday, Sunday and Holiday Work

Clause 6. (a) All time, other than overtime, worked on Saturdays between the hours of 12 noon and midnight shall be paid for at one half as much again as the ordinary rate of pay.

(b) The following shall be the recognised holidays and no deductions from wages shall be made in respect of them: New Year's Day, 2nd January, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Show Day, Christmas Day, Boxing Day and Anzac Day. All time, other than overtime, worked on the foregoing days shall be paid for at double rates in addition to the ordinary rate of pay, with the exception of Anzac Day when it falls on a Sunday.

(c) As per resolution of the Board. Fol. 741. *re* extra annual leave after twelve years' service.

Wages

Clause 7. The minimum rate of wages shall be the rate of the Factory Engineers' award prevailing at the present time. Wages to be paid fortnightly.

Annual Leave

Clause 8. (a) Two weeks' annual leave on full pay shall be granted each year after one complete year of service, plus an extra day (up to a total of five extra days) for each two months of shift operating.

(b) All workers shall receive proportionate holiday allowance if and when their employment is determined.

(c) Annual leave shall be mutually arranged as near to the Christmas holidays as possible.

Termination of Employment

Clause 9. Except in the case of dismissal for misconduct, one week's notice shall be given on either side.

Accommodation

Clause 10. A hut shall be provided on the job. It shall be fitted with light and with means of warming a meal where possible.

Accidents

Clause 11. A modern first aid emergency case, fully equipped, shall be kept in the hut and accessible.

Clothing and Tools

Clause 12. Operators shall be provided with overalls and with gumboots and oilskin coats where necessary. Tools will be supplied by the Board.

Workers to be Members of the Union

Clause 13. (a) Subject to the provisions of subsection (5) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, it shall not be lawful for any employer bound by this award 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.

(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 award 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 award, 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.

Matters Not Provided For

Clause 14. Any dispute in connection with any matter not provided for in this agreement shall be settled with the employer concerned and the secretary or president of the union and in default of any agreement being arrived at, such dispute shall be referred to the local Conciliation Commissioner who may decide same or refer the matter to the Court.

Scope of Award

Clause 15. This agreement shall apply only to the parties hereto.

Term of Agreement

Clause 16. This agreement, insofar as it relates to wages, shall be deemed to have come into force on the first day of October 1954 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 continue in force until the first day of October 1955.

The common seal of the Christchurch Drainage Board was affixed hereto in the presence of:

[L.S.]

E. H. S. HAMILTON, Chairman.
R. SENIOR, Secretary.

The common seal of the N.Z. Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers was affixed hereto in the presence of:

[L.S.]

C. J. BAX, President.
R. JONES, Secretary.

CHRISTCHURCH DRAINAGE BOARD **WELLPOINT OPERATORS**—VARIATION OF
INDUSTRIAL AGREEMENT

[Filed in the Office of the Clerk of Awards, Christchurch]

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 19th day of October, 1954, between the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers, (hereinafter referred to as "the union"), of the one part, and the Christchurch Drainage Board (hereinafter referred to as "the employer"), of the other part, whereby it is mutually agreed by and between the said parties hereto as follows, that is to say—

That the industrial agreement dated the 1st day of October, 1954, be varied as follows by deleting clause 7 and inserting the following clause in lieu thereof—

“*Clause 7:*

- (a) Minimum rates of wages shall be £10 14s. per week. Wages shall be payable fortnightly.
- (b) The rates of remuneration determined by this industrial agreement shall be increased to the extent and in the manner prescribed by the general order of the Court made under the Economic Stabilization Regulations, 1953, and dated the 19th day of November, 1953.”

Signed on behalf of the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers—

[L.S.]

CHAS. J. BAX, President.
R. JONES, Secretary.

Signed on behalf of the Christchurch Drainage Board—

E. H. S. HAMILTON, Chairman.
R. SENIOR, Secretary.