

CHRISTCHURCH **WELLPOINT OPERATORS**—AGREEMENT UNDER THE LABOUR
DISPUTES INVESTIGATION ACT 1913

THIS agreement, made in pursuance of the Labour Disputes Investigation Act, 1913, this 25th day of May, 1955, between the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers, (hereinafter called "the union") of the one part, and the Drainage Contractors' Association of Canterbury, Incorporated, (hereinafter called "the employers") 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

Interpretation

1. For the purposes of this agreement a metal trade worker, whose duties whilst so employed are to operate the wellpoint 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 directed by the contractor concerned.

Hours of Work

2. (a) The number of hours (exclusive of overtime) to be worked in any week by any worker bound by this agreement 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 contractor, and any dispute arising from same shall be referred to the union.

(c) Shifts may be fixed or may rotate weekly.

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

Shift Allowance

3. 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.

Overtime

4. (a) All work done in excess of the ordinary shift hours mentioned in clause 2 (a) hereof shall count as overtime and shall be paid for at the rate of time and a half for the first three hours in any one day and double time thereafter.

(b) 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 for more than one hour after their normal time for ceasing work 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.

Increase in Rates of Remuneration

5. The rates of remuneration determined by this 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 28th day of October, 1954.

(EXPLANATORY NOTE.—The general order of the 28th October, 1954, increased rates of remuneration determined by awards and industrial agreements by an amount equal to 13 per cent thereof, but excluded from the scope of the increase—

- (1) Such portion of the remuneration of each worker in each week as exceeded the amount of £12 in the case of adult male workers, and the amount of £9 in the case of adult female workers, and the amount of £7 in the case of male and female workers under the age of 21 years; and
- (2) All allowances in respect of tools, bicycles, motor vehicles, protective or special clothing or special footwear.

The term "remuneration" means salary or wages; and includes time and piece wages and overtime and bonus and other special payments; and also includes allowances, fees, commission, and any other emolument, whether in one sum or several sums; and also includes travelling expenses).

Saturday, Sunday and Holiday Work

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 recognized 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, Christmas Day, Boxing Day, and Anzac Day.

(c) All time worked on the foregoing days shall be paid for at double rates in addition to any payment due under subclause (b) hereof.

(d) All time worked on Sunday shall be paid for at double ordinary rates.

Wages

7. The minimum rate of wages shall be £10 7s. 6d. per week.

Annual Leave

8. (a) Two weeks' annual leave on full pay shall be granted after each complete year of service, plus an extra day (up to a total of five 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

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

Accommodation

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

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

Gumboots and Tools

12. Operators shall be provided with gumboots where necessary. Tools shall be supplied by the contractor or a tool allowance of 1s. 6d. per week shall be paid.

Workers to be Members of Union

13. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act, 1954, 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.

(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 to do so by his employer or any officer or representative of the union commits a breach of this agreement, and shall be liable accordingly.

(d) An employer shall, if requested to do so by the secretary of the local union, furnish him with a return setting out the names of all workers in his employ who are deemed to be adults under preceding subclause (b), but not more often than once each six months.

(NOTE.—Attention is drawn to section 174 (3) of the Industrial Conciliation and Arbitration Act, 1954, which gives to workers the right to join the union.)

Matters Not Provided For

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 Agreement

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

Term of Agreement

16. This agreement shall come into force on the commencement of the first pay week after 2nd May, 1955, and this agreement shall continue in force until the 1st day of May, 1956.

[L.S.]

Signed on behalf of the union—

R. JONES.

Signed by the employers—

B. Moore and Sons Ltd.,

K. F. MOORE, Director.

The Paramount Building Co. Ltd.,

F. W. SHIPSTON, Manager.

p.p. D. G. Malcolm and Co. Ltd.,

R. M. INKSTER, Accountant.

p.p. E. M. Hobson Ltd.,

J. F. HOBSON, Director.

p.p. Wellpoint Construction Co. Ltd.,

F. SHARP, Secretary.

Wilkins and Davies Construction Co. Ltd.,

J. L. WILKINS, Director.

[NOTE.—This agreement, made under the Labour Disputes Investigation Act 1913, was filed with the Clerk of Awards, Christchurch, pursuant to section 8 (1) of the said Act on the 3rd day of June 1955.]