

**PALMERSTON NORTH CITY COUNCIL GARDENERS, LABOURERS AND OTHER WORKERS—INDUSTRIAL AGREEMENT**

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

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954 this 6 April 1960 between the Palmerston North City Council (hereinafter called "the employer") of the one part and the Wellington, Marlborough, Nelson and Westland Local Bodies, Other Labourers and Related Trades Industrial Union of Workers (hereinafter called "the union") of the other part, whereby it is mutually agreed by and between the said parties as follows:

1. That the terms and conditions, stipulations and provisions contained and set out in the Schedule hereto shall be binding upon the said parties and they shall be deemed to be and are hereby declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed and 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.

---

SCHEDULE

1. *Industry to Which Award Applies*

This agreement shall apply to the work carried on by the Palmerston North City Council in connection with the classes of work and workers for which provision is made herein.

2. *Hours of Work*

(a) Except where otherwise stated, the ordinary weekly hours of work shall not exceed 40 per week, nor eight per day to be worked between 7.30 a.m. and 5 p.m. on five days, Monday to Friday, both days inclusive.

(b) *Street Cleaners*—These workers may be worked on a 40 hour week by employing them on Saturday mornings for a period of four hours and granting them equivalent time off on an afternoon during the same pay week. Not more than four street orderlies shall be employed on a Saturday morning, and then only according to roster. The employer shall arrange the duties of such workers to ensure that no worker shall be on duty on two consecutive Saturdays. Where workers are required to work some of the specified weekly hours prior to 7.30 a.m. or after 5 p.m. on five days of the week or before 7.30 a.m. on Saturday they shall be paid 10s. per week additional to their ordinary pay if the weekly hours of work are not exceeded and if overtime payments are not made for such work.

(c) *Convenience Attendants, Nightwatchmen, Rest-room Attendants, Pump Attendants*—Workers regularly employed as such shall be employed on a 40-hour week on five eight-hour shifts on any of the seven days of the week extending from Sunday to Saturday inclusive, no overtime being paid for work done on Saturday or Sunday. The employer shall arrange the duties of such workers to ensure that no worker shall be on duty on two consecutive Saturdays or on more than two consecutive Sundays.

(d) Any of the foregoing provisions as to hours of work may be varied in respect of any particular class of work by mutual arrangement between the employer and the union.

(e) *Special Engagements (Baths and Motor Camps)*—Notwithstanding anything contained elsewhere in this agreement, the hours of work and remuneration of workers during seasonal periods for attendance at baths or motor camps shall be subject to mutual agreement between the employer and the union prior to the commencement of the season.

(f) Workers shall not be required to work longer than five hours without an interval for a meal. The ordinary interval shall be one hour but by agreement between the employer's representative and the workers concerned it may be reduced to not less than 30 minutes.

(g) *Transit Camps*—Notwithstanding anything contained elsewhere in this agreement, the hours of work and remuneration of workers employed as care-takers at transit camps shall be subject to mutual arrangement between the employer and the union, provided any new arrangements are settled prior to any such engagement.

(h) Where agreement cannot be reached under subclauses (d), (e), (f) and (g) of this clause the matters in issue shall be dealt with under clause 18 of this agreement.

(i) Shifts may be worked Monday to Friday inclusive. Each shift shall not exceed eight hours, including half an hour crib-time and five shifts shall constitute a week's work.

Workers employed on afternoon or night shifts shall be paid 4s. per shift in addition to their ordinary rates of pay. Any shift starting between 6 p.m. and 6 a.m. is either an afternoon shift or a night shift. This clause shall apply only where shifts are worked on five or more consecutive days.

(j) *Pump Attendants Employed at Tiritea Filter Plant*—Workers regularly employed as attendants at the Tiritea Filter Plant shall be employed on a 40 hour week of five eight hour shifts on any five of the seven days of the week extending from Sunday to Saturday inclusive. No penal rates shall be payable in respect of work done on Saturday or Sunday. In compiling the roster of shifts the employer shall arrange the duties of such workers so as to ensure that each worker shall have Saturday and Sunday off duty during one week in every three.

Such workers shall be allowed three weeks annual holiday at the rate of payment prescribed in subclause (c) of clause 3 hereof.

Where any of the holidays (other than Anzac Day) specified in clause 12 (a) falls on an attendant's rostered day off, the employer shall either allow him another day off or pay him a day's wages at the ordinary rate.

### 3. Wages

The minimum rates of pay shall be as follows:

(a) For all labourers and other workers not specifically mentioned hereunder: 6s. 2½d. per hour; £12 8s. per week.

(b) The following rates shall be paid to the undermentioned workers in addition to the rate mentioned in subclause (a) hereof.

Scythe-men shall be paid 3½d. per hour additional with a minimum payment of 1s. 2d. per day.

Workers directing motor-mowers on foot shall be paid an additional allowance of 2s. per day.

Workers employed in sinking shafts, sumps, pier-holes, or working in trenches over 6 ft in depth shall be paid the following extra payments:

Over 6 ft and up to and inclusive of 12 ft 2¼d. per hour extra.

Over 12 ft and up to and inclusive of 20 ft 3½d. per hour extra.

Over 20 ft the last-mentioned rate plus 1¼d. per hour additional for every 7 ft over 20 ft.

- A worker (other than a ganger or a tunnel-man) required to act as a timber man on excavation work shall be paid  $3\frac{1}{2}$ d. per hour additional for the time he is so employed.
- Tunnel men shall be paid  $3\frac{1}{2}$ d. per hour additional.
- Refuse collectors or loaders other than drivers shall be paid  $4\frac{1}{2}$ d. per hour additional.
- A worker other than a foreman gardener required to work as a working ganger, working foreman, or leading hand shall be paid 2s.  $10\frac{1}{2}$ d. per day or part of a day additional to his usual rate.
- Certified quarrymen using explosives shall be paid 2s.  $3\frac{1}{2}$ d. per day additional. Other quarrymen shall be paid 1s.  $1\frac{1}{4}$ d. per day additional.
- Kerb layers (men actually laying and fixing) shall be paid  $3\frac{1}{2}$ d. per hour additional.
- Men on night soil work, cleaning, clearing or repairing the inside of septic tanks shall be paid 5s. 2d. per day or part of a day in addition to the ordinary rates.
- Men clearing blocked sewers or coming into contact with faecal matter shall be paid 2s.  $10\frac{1}{2}$ d. per day extra.
- Sanitary drainlayers shall be paid  $2\frac{1}{4}$ d. per hour additional.
- Men actually assisting on the jointing of water mains and service connections shall be paid  $1\frac{1}{4}$ d. per hour additional.
- Workers handling cement, mixing, vibrating or spreading concrete or compo shall be paid  $2\frac{1}{4}$ d. per hour additional.
- Compressor men and workers using mechanical rammers, drills, borers, or breakers shall be paid  $3\frac{1}{2}$ d. per hour additional, and when used in tunnels or quarries,  $4\frac{1}{2}$ d. per hour additional.
- Crusher-feeders shall be paid  $2\frac{1}{4}$ d. per hour additional.
- Workers using gads, drills or borers by hand and workers using hammer in conjunction with same,  $2\frac{1}{4}$ d. per hour additional.
- Workers other than quarrymen using explosives,  $3\frac{1}{2}$ d. per hour additional.
- Crane dogmen shall be paid  $3\frac{1}{2}$ d. per hour additional. Power crane men and power winch men operating winches of 10 h.p. or more shall be paid  $2\frac{1}{4}$ d. per hour extra.
- Workers engaged in demolition of plant, buildings and equipment shall be paid  $1\frac{3}{4}$ d. per hour additional.
- Any worker required to work on a bosuns chair and/or swinging stage and/or chimney stacks or on an unenclosed ladder, or required to work on portions of a structure including towers, without hand-rails or their equivalent, shall be paid the following extra rates:
- For heights exceeding 35 ft up to and including 70 ft  $2\frac{1}{4}$ d. per hour extra.
  - For heights exceeding 70 ft up to and including 105 ft  $4\frac{1}{2}$ d. per hour extra.
  - For heights exceeding 105 ft up to and including 140 ft 7d. per hour extra.
  - For heights exceeding 140 ft up to and including 170 ft  $9\frac{1}{4}$ d. per hour extra.
- Workers in charge of measuring, cutting, bending and fixing of steel for forced concrete shall be paid  $2\frac{1}{4}$ d. per hour extra.
- Scaffolders erecting and dismantling scaffolds for which notice of erection is necessary under the Construction Act 1959 shall be paid while so employed not less than  $3\frac{1}{2}$ d. per hour extra.
- Riggers and gear runners,  $3\frac{1}{2}$ d. per hour extra.

(c) The undermentioned workers shall be employed on a weekly basis and shall be paid the following rates of wages:

	Per Week		
	£	s.	d.
Pump attendants .....	12	18	9
Gardeners .....	14	3	9
Plant propagators .....	14	11	6
Foreman gardeners and plant propagator in charge .....	14	19	2
Refuse burners at destructors, or tipmen .....	12	11	8
Greenkeepers, sextons, custodians and caretakers in charge of playing areas, baths (not seasonal), motor camps or recreation grounds .....	12	11	8
Waterworks caretakers .....	12	18	9
Pump attendants employed by the Palmerston North City Council at Tiritea Filter Plant shall be paid £14 0s. 1d. per week. Such rate shall be deemed to include allowance for shift work and for working on Saturdays and Sundays as part of the normal week's work .....	14	0	1
Water service and water main layers .....	13	2	6
Water-meter repairer (after one year's service as such) .....	13	6	8
Memorial Park caretaker .....	14	18	1

This rate shall be deemed to include payment for four hours overtime, the increase payable by virtue of clause 4 of this award and an allowance of £1 for working on Saturdays and Sundays as part of the normal hours of work. This rate has been arrived at with due consideration of the rent being paid as at 27 October 1958 for the house occupied by the caretaker and in the event of any proposal to vary such rental the rate of £14 18s. 1d. may be reviewed under the provisions of clause 18.

Five shillings and ninepence per week extra shall be paid to convenience attendants whilst required to act as weighbridge attendants.

Workers, other than Memorial Park caretaker, coming within the scope of sub-clause (c) of clause 2 of this agreement shall be paid an allowance of 3s. 6d. additional for each Sunday on which they are required to work as part of their normal 40 hour week.

Notwithstanding anything contained in this clause, where it is found necessary to engage casual labour to undertake the duties of weekly workers, as in cases of sickness, emergency, or annual leave, the engagement of such workers may be on an hourly basis, and their wages shall be computed at the rate of one-fortieth part of the weekly rate prescribed above for each hour worked.

(d) No deduction shall be made from the wages of any weekly worker for loss of time other than for time lost through the worker's own default, sickness, or accident not arising out of the employment.

(e) No reductions shall be made in the wages of any worker at present employed by virtue of the coming into force of this agreement.

(f) Workers working inside boilers, flues, or combustion chambers scaling or removing soot or other encrustations shall be paid 2s. 10½d. per day on their usual rate.

(g) Workers whilst engaged in disinterment or reinterment work shall be paid 23s. additional to their ordinary rates per disinterment or reinterment, but in cases where these take place within 12 months of burial a further 23s. shall be allowed.

(h) Where workers are required to perform work of an unusually dirty, dangerous or unpleasant nature or to carry extra responsibility not provided for in this agreement, any additional rate for such work shall be determined by the officer in charge of the worker.

(i) Workers employed for a period of more than four consecutive weeks shall for the purpose of this agreement, be deemed to be weekly workers.

(j) Where no regular grave-digger or grave-digging sexton is employed, workers required to open graves or conduct interments shall be paid 5s. 9d. per grave or interment in addition to their usual rates.

(k) Convenience or rest-room attendants:		Per Week		
		£	s.	d.
Male	.....	11	8	7
Female	.....	8	9	4
Female bath attendants	.....	8	9	4

#### 4. Requirements of Economic Stabilisation Regulations

No worker bound by this award shall in any week be paid a lesser amount by his employer than the worker would have been entitled to be paid under this award if it had specifically applied the general order of the Court dated 18 September 1959 otherwise than by incorporation pursuant to the pronouncement of the Court dated 18 September 1959.

#### 5. Service Bonuses

Subject to the completion of the undermentioned periods of continuous service with the Palmerston North City Council, workers shall receive the following lump sum bonus payments, payable on the first pay day in June and December during the first two years of continuous service;

On completion of 6 months continuous service	.....	£	s.	d.
On completion of 12 months continuous service	.....	5	8	4
On completion of 18 months continuous service	.....	5	8	4
On completion of 18 months continuous service	.....	8	2	6
On completion of 24 months continuous service	.....	10	16	8

Workers in their third, fourth or fifth years of continuous service shall be paid one annual bonus £26 on the first pay in December each year. In their sixth and in each subsequent year of continuous service the worker shall be paid one annual bonus of £33 10s. on the first pay day in December each year.

Workers who have not completed six months continuous service with the Palmerston North City Council as at the end of May or November, during their first year of service, shall not be paid their bonus until the succeeding bonus payment date, when the amount payable shall be calculated at the rate of 4s. 2d. per week from the date of commencement of their service.

Notwithstanding anything in the preceding paragraphs, any worker whose employment is terminated during either of the first two six-monthly periods of service shall not be entitled to any bonus payment for the particular six monthly period in which his services are terminated.

Should the worker's services be terminated after he has completed one year of continuous service, he shall be entitled to a proportionate bonus payment from the date of his previous bonus payment until the date of the termination of his services at a rate to be determined by the employer, but at not less than 4s. 2d. per week. Service bonuses payable under this clause shall not be subject to the increases provided for in clause 4.

### 6. Definitions

(a) A foreman or overseer is a worker responsible for the carrying out of the work and not performing manual work and who proceeds from job to job and who gives directions or instructions. Nothing in this agreement shall apply to such employees.

(b) A working ganger or working foreman or leading hand or foreman gardener is an employee who is in charge of three or more workers or who has been appointed and is employed as such.

(c) *Wet Place*—A “wet place” shall be deemed to be a place where workers are required to work in water or slush over 1½ in. in depth or in wet concrete or where water, other than rain is dripping on them.

(d) *Tunnel-work*—A tunnel shall mean any underground excavation that is over 15 ft in length or any shaft or excavation over 15 ft in depth.

(e) *Gardener or Plant Propagator*—A gardener or plant propagator is one who has served an apprenticeship of five years or a worker who has been certified to be a gardener or plant propagator. If any question arises as to the qualifications of a worker under this clause, it shall be referred to a disputes committee.

(f) A timber man is a worker directed by the employer or his authorised agent to take responsibility for the safe placing and fixing of timber in a trench or other excavation.

### 7. Varying Duties

(a) Where a worker is engaged for any period on more than one class of work he shall be paid at the rate specified for such classes of work for the actual time he has been so employed on each class.

(b) Nothing in this agreement shall prevent any worker covered thereby from doing work covered by another award: Provided that while so engaged he shall be paid at least the rate which is fixed in such other award.

### 8. Tar Workers

(a) Workers engaged in boiling, spreading, mixing or handling asphalt, tar or bituminous mixtures shall be paid 2s. 3d. per day in addition to their usual rates; sprayers 3s. 3d. per day additional; splashboard holders 3s. per day additional, and metal spreaders working in conjunction with sprayers 1s. 9d. per day additional to their usual rates. Workers working with free tar or bitumen on waterpipes shall receive 1s. 9d. per day extra. Such workers shall be allowed up to 15 minutes daily at ordinary rates after the cessation of spraying, or in the case of pipework after completion of such work, provided that the work of the gang shall not be impeded thereby.

(b) Workers employed in mixing, carrying, or boiling free tar or bitumen, and sprayers and nozzle men, shall be supplied with boots, overalls, and a cleaning agent approved by the Department of Health.

(c) (*Free tar or bitumen*) shall mean tar or bitumen which is not enclosed in barrels or drums.

### 9. Allowance for Motorcars, Bicycles, etc.

(a) Workers who are required to use their own bicycles for the purpose of their employment shall receive an allowance of 3s. per week or 8d. per day.

(b) Workers required to use their own motor cycles or motorcars, horses, or vehicles for the purpose of their employment shall receive an allowance as agreed upon between the union and the employer. Where agreement is not effected between the union and the employer the allowance shall be determined by the Government Transport Department.

### 10. *Tools, etc.*

- (a) All tools required shall be supplied by the employer.
- (b) Where necessary workers employed removing or disposing of household refuse or rubbish shall be supplied by the employer with gloves.
- (c) Where workers' hands come in contact with faecal matter, rubber gloves shall be supplied by the employer.
- (d) A pair of rubber gloves shall be made available by the employer for the use of convenience attendants.
- (e) Street orderlies and roadmen, when required to work outside in heavy rain shall be provided with knee gumboots or waterproof boots.
- (f) The employer shall supply suitable oilskin raincoats to surfacemen when they are required to work in wet weather and to workers required in wet weather to clear sumps, culverts, drains, or water-tables. Workers using oilskin raincoats shall be held responsible for any loss or damage due to wilful destruction or neglect.

### 11. *Overtime*

- (a) Work performed outside of or in excess of the daily or weekly hours specified in clause 2 hereof shall be paid for at the rate of time and a half for the first three hours and double time thereafter.
- (b) When a worker is required to work on a Saturday, a Sunday, or a holiday, he shall receive a minimum payment of two hours at overtime rates.
- (c) Workers shall not be required to work longer than five hours without a break of at least 30 minutes for a meal. Where a worker is called upon to work overtime later than one hour after his ordinary knocking off time for the day, the employer shall either provide such worker with a meal or pay 5s. meal money provided such worker cannot reasonably get home for a meal and had not been notified on the previous working day that he would be required to work late.
- (d) All overtime shall be calculated on a daily basis.

### 12. *Holidays*

- (a) Workers shall receive and be paid for the following holidays: New Year's Day, 2 January, Good Friday, Easter Monday, Anzac Day, the Birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day and one other day to be mutually agreed upon. The employer shall notify the union of the day agreed upon.
- (b) In the event of a holiday, other than Anzac Day, falling on a Saturday or 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) Except as otherwise provided any work done on any of the above holidays or on Sundays shall be paid for at double time rates.
- (d) Transit camp caretakers and the Memorial Park caretaker shall be allowed three weeks' annual holiday on full pay.
- (e) Except as provided in subclause (j) of clause 2 hereof, and in subclause (d) of this clause, annual holidays shall be allowed in accordance with the Annual Holidays Act 1944.

### 13. *Payment of Wages and Termination of Engagement*

- (a) Workers shall be designated on the employer's records in the capacity in which they are substantially employed and shall be paid accordingly: Workers may be required to perform work other than that for which they are designated and shall be paid accordingly for the time so employed, providing such payment

is not less than their recorded designation requires. Should any question arise respecting designation the matter shall be referred to the local Inspector of Awards, who may decide the issue or refer the question to the Court of Arbitration for settlement.

(b) All wages shall be paid weekly in cash on the job during working hours on a specified day each week not later than Thursday.

(c) All time men are kept waiting for wages beyond the ordinary knock off time on payday shall be paid for at overtime rates.

(d) In the case of weekly workers, one weeks notice on either side shall terminate the engagement. In the case of casual workers, two hours' notice on either side shall terminate the engagement. Nothing in this subclause shall be held to prevent the summary dismissal of a worker for serious misconduct.

(e) If the employer dismisses an employee without notice and without good cause, he shall pay such employee one weeks wages on full pay or two hours' pay in the case of casual workers. If an employee leaves the employers service without notice and without good cause, he or she shall forfeit one week's wages on full pay or two hours' pay in the case of casual workers.

#### 14. Sick Leave

Sick leave on pay shall be granted at the discretion of the employer.

#### 15. Wet Places, Tunnels, and Underground Work

(a) Workers required to work in wet places or sewers shall be supplied with gumboots and shall be paid 2d. per hour sock allowance.

(b) Six hours shall constitute a days work in tunnel work when workers are working in wet places or foul air. Workers employed under this clause shall be paid for each shift of six hours as if eight hours had been worked.

#### 16. Travelling To and From Work

(a) When a worker is required to work at a distance of more than  $1\frac{1}{2}$  miles from the employer's depot or such other point in the district as may be mutually agreed upon between the employer and the workers, which agreement shall if necessary, be reviewed by a representative of the New Zealand Employers Federation and the Workers Union. The employer shall do one or other of the following things: (1) Provide the worker with free transport to and from his work; or (2) Reimburse the worker any cost incurred by him in travelling to and from his work in excess of the  $1\frac{1}{2}$  miles above mentioned.

For the purposes of this clause, the depot shall be the City Council Depot in Albert Street or, in the case of workers engaged on the Tiritea Dam the Transit Camp, Hokowhitu.

(b) Time occupied by a worker in travelling to and from his work beyond the  $1\frac{1}{2}$  miles fixed in subclause (a) hereof shall be deemed to be part of the day's work and shall count as time or overtime, as the case may be. Notwithstanding the foregoing, where transport is provided or paid for by the employer in accordance with the provisions of subclause (a) hereof 15 minutes in going and 15 minutes in returning shall not be counted as time worked.

(c) No worker residing less than  $1\frac{1}{2}$  miles from the place where the work is to be performed by the nearest convenient mode of access for foot passengers shall be entitled to the allowance mentioned in this clause.

(d) Where necessary, the employer shall provide protection for men from rain, snow, or hail, whilst they are being conveyed to and/or from work in the employer's vehicle.



(e) The following special provisions shall apply to pump attendants employed at the Tiritea Filter Plant: Any attendant required by the employer to reside in the vicinity of the filter plant shall be provided with suitable accommodation. Attendants who reside in the city of Palmerston North shall be provided with free transport and travelling time shall be allowed at ordinary rates of pay.

#### 17. *Working Conditions and General Provisions*

(a) Where necessary sanitary accommodation and a place to take meals shall be provided; also suitable provisions for workers to change clothing. Showers with hot and cold water and provisions for drying clothes shall be made available at established works or depots where such is practicable, and where the conditions necessitate same. Any question arising from this clause shall be dealt with under clause 18.

(b) Approved antiseptic soap shall be issued weekly to each worker at the destructor also to refuse workers, scavengers, and tip men, grave diggers, zoological garden workers and crematorium attendants, for ablution purposes.

(c) Suitable gloves shall be issued to refuse collectors.

(d) The employer shall arrange for the cleaning of showers and bathrooms as well as conveniences, at the destructor.

(e) Overalls shall be supplied to grave diggers, destructor workers, refuse collectors, scavengers, street orderlies, tip-men, men repairing blocked sewers or pipe drains. Boots or clogs shall be supplied to workers on the refuse tip or refuse destructors.

(f) No cement or heavy gear shall be stored in any accommodation provided for use of workers.

(g) Accommodation shall be kept clean and sanitary. The employer shall provide for regular cleansing and supervision.

(h) It shall not be compulsory for any worker coming within the scope of this agreement to subscribe to or become a member of any sick benefit and/or death levy society instituted by the employer. Any worker coming within the scope of this agreement who is already a member of such a society may determine his membership, and such determination shall not prejudicially affect his employment.

(i) Workers shall be allowed 10 minutes interval morning and afternoon for the purposes of "smoko".

(j) In all cases where clothing, boots, tools, or goods of any description are supplied to workers, no re-issue shall be made until the previous issue has been accounted for satisfactorily to the officer in charge.

(k) Where the worker is supplied with protective clothing against inclement weather he shall, if necessary, continue working if called upon to do so by the employer. This provision shall subsist only during the currency of this agreement.

#### 18. *Matters Not Provided For*

Any dispute in connection with any matter not provided for in this agreement shall be settled between the employer and the secretary or president of the union and in default of any agreement being arrived at, then such dispute shall be deferred to the local Conciliation Commissioner or such other person as may be agreed upon by the parties concerned, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner or such other appointed person may appeal to the Court upon giving written notice of such appeal to the other party within 14 days after such decision shall have been communicated to the party desiring to appeal.

### 19. *Timbering*

All timbering shall be done in accordance with the provisions of the Construction Act 1959.

### 20. *Ventilation*

In all drives and tunnels where the air is bad, adequate provision shall be made whereby workers at the face shall be supplied with fresh air equivalent to 30 cu. ft. per man per minute.

### 21. *Workers to be Members of the Union*

(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 the 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 the industrial union of workers bound by this agreement.

(b) For the purpose of subclause (a) of this clause, a person of the age of 18 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 21 years and upwards, shall be deemed to be an adult.

(c) Every person who, being obliged to become a member of the union by the operation of the foregoing provisions, fails to become a member of the 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.

(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.)

### 22. *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 14 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 the employer, before employing a worker, at such low wage, to examine the permit or agreement by which such wage is fixed.

23. *First Aid*

A modern first aid emergency kit shall be kept by the employer in a convenient and accessible place in every place where the Inspector of Awards shall deem necessary.

24. *Workers Representative*

Where he can lawfully do so, the employer shall permit the secretary or other authorised officer of the union of workers to enter at all reasonable times (to be mutually arranged between the employer and the union) upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

25. *Exemption: Sextons*

This agreement shall not apply to sextons who do not perform manual work.

26. *Terms of Agreement*

This agreement, in so far as it relates to the rates of wages prescribed in clause 3 shall come into force on the 6 April 1960, and in so far as all of the other conditions are concerned it shall come into force on the day of the date hereof and shall continue in force until the 5th day of October 1961.

Signed on behalf of the Palmerston North City Council.

E. PERSSON, Acting City Engineer.

Signed on behalf of the Wellington, Nelson, Westland and Marlborough Local Bodies, Other Labourers, and Related Trades Industrial Union of Workers.

A. J. NEARY.

---