

AUCKLAND CITY COUNCIL ENGINEERS, COACHWORKERS AND MOTOR
MECHANICS—INDUSTRIAL AGREEMENT

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

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 24th day of July 1961, between the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers, (hereinafter referred to as "the union") and the Auckland City Council, (hereinafter referred to as "the employer") witnesseth that it is hereby mutually agreed and declared between the union and the employer as follows:

That, as between the parties hereto, the terms, conditions and provisions herein contained shall be binding on the said parties, and the said terms, conditions and provisions shall be deemed to form part of this agreement; and, further, the said parties shall respectively do, observe and perform every matter and thing by this agreement and by the said terms, conditions, and provisions respectively required to be done, observed and performed, and shall not do anything in contravention of this agreement.

1. Application of Agreement

This industrial agreement shall apply to metal tradesmen and their assistants in the employ of the Auckland City Council and shall include motor mechanics, fitters, turners, welders, blacksmiths, coachworkers, garage attendants, vulcanisers and all other workers whose work brings them within the scope of the rules of the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers.

2. Hours of Work

(a) Except where otherwise provided, not more than forty (40) hours shall constitute an ordinary week's work, such hours to be worked between the hours of 7.30 a.m. and 5 p.m. Monday to Friday inclusive with not more than eight (8) hours per day. The time of starting and ceasing work between these hours shall be mutually arranged for each establishment with a break for lunch of not more than one hour and not less than half an hour.

(b) Where it is necessary to work shifts, five (5) shifts shall constitute a week's work. Each shift shall not exceed eight (8) hours in every twenty-four (24), inclusive of one half-hour for meals, and all time worked beyond eight (8) hours shall be paid

for at overtime rates. The five (5) shifts shall be worked between midnight Sunday and 8 a.m. Saturday: Provided that when shifts are not worked on three (3) consecutive days, overtime shall be paid. All shifts worked on afternoon or night shift shall be paid for at 3s. 6d. (three shillings and sixpence) per shift extra.

3. Overtime

(a) Overtime shall be calculated on a daily basis and all work done in excess or outside of the hours mentioned in clause 2 hereof shall count as overtime and shall be paid for at the rate of time and a half for the first three (3) hours and thereafter at double time until the ordinary time of commencing work next morning. All call-backs shall be at double normal rates.

No worker who works at least four hours overtime between the ordinary time for ceasing work and 3 a.m. the next day, shall be required to work ordinary time, unless double rates are paid or an eight-hour break has occurred. Where, by virtue of the eight-hour break, he loses time on the second day, such time shall be paid for at ordinary rates.

(b) When a worker is called back after having completed his day's work and left the place of employment, or on a Saturday, or is called out to work overtime before his usual time of commencing work and does not continue working until such time, he shall be paid for a minimum of three hours; provided that this clause shall not apply where work is offering for the full period and the worker elects not to work.

(c) Any worker required to work on any Sunday, or on any holiday shall receive not less than four (4) hours pay at the appropriate rate, provided that this clause shall not apply where work is offering for the full period, and the worker elects not to work.

(d) The employer shall provide transport for any worker required to start or finish work before or after the cessation of public transport. Public transport shall mean – trams, buses, trains or ferries. If transport is not provided, the worker shall be paid travelling time at the rate of 3 miles per hour, at ordinary rates of pay.

(e) No worker shall work overtime after 5 p.m. on the night of the union's monthly meeting, or on the night of a meeting with business relating specifically to council work except on urgent or essential work.

(f) Where overtime is worked in excess of four and a half hours, meal intervals shall be paid for at appropriate rates. This shall not apply to the mid-day meal on Saturday or Sunday if the worker has been notified on the previous working day that he will be required to work.

4. Wages

(a) The minimum rates of wages shall be not less than the following:

	Per Week			Per Hour	
	£	s.	d.	s.	d.
"A" grade motor mechanics	16	1	8	8	0½
Certified motor mechanics	15	13	4	7	10
Motor mechanics and other journeymen	15	7	6	7	8½
Foremen	16	18	4	8	5½
Charge hands	16	7	6	8	2½
Helpers	13	12	6	6	9½

(b) Vehicle examiners at the Municipal Testing Station are to be paid at the appropriate rates as set out above.

(c) The above rates are subject to the industry allowance authorised by council for fitters and other tradesmen employed at the Municipal Abattoirs.

5. *Terms of Engagement*

Except in the case of casuals, the employment shall be deemed to be a weekly one and not less than one (1) week's notice of termination shall be given on either side. This shall not prevent the employer from dismissing any worker without the above notice for good substantial cause, subject in all cases to the workers' right to appeal to the appropriate authorities.

6. *Deductions*

The employer may make a rateable deduction from the weekly wage for any time lost by a worker through sickness, accident or default of the worker, provided that in the case of sickness arising from employment, no deduction shall be made if the worker is absent for less than three days.

7. *Holidays*

(a) The following shall be recognised holidays on pay: Christmas Day, Boxing Day, New Year's Day, 2 January, Anniversary Day, Good Friday, Easter Monday, Anzac Day, birthday of the reigning Sovereign, Labour Day and any other day which may be proclaimed by the Government or employing authority as a public holiday. For work done on any of the above holidays or on Sundays, double time shall be paid.

(b) Where any of the above holidays except Anzac Day, falls on a Saturday or Sunday, such holiday shall be observed on the first following normal working day.

(c) Annual holidays shall be allowed in accordance with the Annual Holidays Act and its amendments.

(d) An employee shall be entitled, on application, to be given one month's notice of the date on which he is to commence his annual leave.

8. *Special Payments*

(a) *Tool Money*—Workers required to supply their own hand tools shall be paid a tool allowance of two pence (2d.) per hour.

(b) *Welding Money*—Workers employed welding shall be paid welding money at the rate of one shilling and sixpence (1s. 6d.) up to four (4) hours in a day, and two shillings and sixpence (2s. 6d.) for over four (4) hours.

(c) *Clothing*—All workers shall be supplied with overalls as required, such overalls to be laundered at the employer's expense. Alternatively, one penny half-penny (1½d.) per hour extra shall be paid as a clothing allowance, in which case the worker so paid will be obliged to have his overalls laundered at least once weekly at his own expense.

Blacksmiths and strikers shall be supplied with leather aprons if required.

Kerrick-cleaner operators shall be supplied with such additional protective clothing as necessary.

(d) Kerrick-cleaner operators shall be paid four shillings and threepence (4s. 3d.) per day, or part thereof, extra.

(e) On the termination of his employment, or when requested by the employer, the worker shall return in good order and condition, fair wear and tear excepted, all clothing held under this clause, and if a worker fails to return the clothing, the value of same after allowing for fair wear and tear may be deducted from the wages or other moneys due to him.

9. *Dirty Work*

(a) Where the conditions of work are more injurious to health or clothing than normal working conditions then the worker so employed shall be paid 3½d. per hour extra for the time he is actually engaged at such work, with a minimum payment of 2s. 4d. per day.

(b) What is to be determined as dirty work shall be a matter of mutual agreement between the employer and the worker or a representative of the union, and should they be unable to agree, the matter shall be referred to the local Inspector of Awards, whose decision shall be final; but such reference shall not involve the stoppage of work.

(c) Any worker required to work in sanitary sewers which have been used or are being used or sewage shall be paid double time while so engaged.

(d) This clause shall have no application where a special rate has been provided for special classes of work.

10. *Special Provisions*

(a) The employer shall provide adequate washing facilities with hot water, and provisions for hot and cold showers, adequate lunch-room facilities and locker accommodation, and shall see that such facilities are kept clean.

(b) A 10 minute rest period shall be allowed in the morning and afternoon to all workers.

11. *Accidents*

(a) Adequate first aid emergency kits, up to Labour Department standards, shall be provided in readily accessible places in the works, for the purpose of rendering first aid to workers who meet with an accident while working at or about the employer's place of business.

(b) If an injured worker requires medical attention means of transport shall be provided by the employer to convey the injured worker to and from the nearest doctor or hospital, provided that where the injury is of a serious nature another person shall accompany the worker to and from the nearest doctor or hospital, and if necessary accompany him home.

12. *Access to Workshops*

The secretary, or other duly authorised officer of the union shall, with the consent of the employer (which consent shall not be unreasonably withheld) be entitled to enter at all reasonable times upon the premises, the works, or the vehicles controlled by the employer, and there to interview any worker or workers, but not so as to interfere unreasonably with the employer's business.

13. *Workers to be Members of the Union*

(a) Subject to the provisions of sections 174 (5) and 175 (5) of the Industrial Conciliation and Arbitration Amendment 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 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.

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

14. Meal Allowance

The employer shall allow meal money at the rate of five shillings (5s.) per meal when workers are called upon to work overtime after 6 p.m. on Monday, Tuesday, Wednesday, Thursday or Friday, or after 1 p.m. on Saturday, Sunday or holidays, unless such workers can reasonably get home for a meal and return to their work in an hour, in which case the meal allowance need not be paid. This shall also apply to shift workers who are required to work more than two hours after their normal rostered shifts.

15. Payment of Wages

(a) Except in approved cases wages shall be paid in full weekly in cash and not later than Thursday during working hours at the place of employment except in the case of termination of employment by either side. Wage calculations shall be based on the calendar week ending midnight Saturday, which, for the purpose of this agreement, shall be deemed to be the end of the working week.

(b) Each worker shall be supplied with a statement showing details of his earnings for each pay period and any deductions therefrom.

16. Casual Workers

A worker engaged for less than one week shall be termed a casual and such worker shall be paid *pro rata* for the time worked at a rate of 10 per cent more than the appropriate rate for weekly workers in clause 4. The *pro rata* rate payment shall be calculated on an hourly basis computed from the number of hours fixed in clause 2 as a maximum weekly number of hours which may be worked by weekly workers.

17. Disputes

The essence of this agreement being that the work of the employer shall not on any account whatsoever 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 any matter whatsoever arising out of or connected therewith and not 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, if required by either party, to be mutually agreed upon, or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court of Arbitration against a decision of any such committee upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

18. Term of Agreement

This agreement insofar as it relates to rates of wages, shall be deemed to have come into force on the 1st day of April 1960. So far as all other conditions of this agreement are concerned it shall come into force on the 24th day of July 1961 and shall remain in force for a period of 12 calendar months from that date.

Signed on behalf of the Auckland City Council pursuant to a resolution of the said council passed on the 24th day of July 1961:

[L.S.]

D. M. ROBINSON, Mayor.
F. J. GWILLIAM, Town Clerk.

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

[L.S.]

J. C. LAW, President.
K. A. BERRY, Secretary.