
NEW LYNN BOROUGH COUNCIL LABOURERS—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 3rd day of July 1961 between the New Lynn Borough Council (hereinafter called 'the council' or 'the employer') of the one part and the Auckland and Suburban Local Bodies 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 set out in the following Schedule:

SCHEDULE

Clause 1. Persons to Whom Agreement Applies

This agreement shall apply to all workers performing work covered by this agreement and employed by the New Lynn Borough Council.

Clause 2. Definitions

'Ganger' shall mean a worker who is placed in charge of six or more workers and who gives directions and instructions.

Clause 3. Hours of Work

(a) Except as provided, the ordinary hours of work shall not exceed 40 per week of which not more than eight hours shall be worked on each of five days of the week, Monday to Friday inclusive between the hours of 7.30 a.m. and 5 p.m.

(b) The hours of work for street sweepers shall be by mutual arrangement between the council and the union.

(c) The interval for meals shall be by mutual arrangement between the employer and the workers provided that no worker works more than five hours without an interval for a meal.

Clause 4. Wages

The following minimum rates of wages shall be paid to men employed in the following branches of work:

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|---|----|----|----|-----------|
| (i) Concrete workers, groundsmen, yardman, road construction workers, tar, tar oil and bitumen workers, drainage and sewerage workers, gardeners, propagators, hand mower operators, convenience cleaners (male), kerb layers, wall builders, water servicemen, quarryman, shot firers, machine drillman, and all other workers not specified | £ | s. | d. | |
| | 14 | 3 | 4 | per week. |
| (ii) Refuse tipman, refuse lifters, head gardener, regular grave diggers, gangers, head drainer, head groundsmen, | 15 | 6 | 8 | per week. |
| (iii) Employees in charge of refuse lifting gang to be paid an extra 6s. per week. | | | | |
| (iv) Assistant turncock | 15 | 6 | 8 | per week. |
| Head ganger and turncock | 16 | 3 | 4 | per week. |
| (v) Convenience attendant (female) | 10 | 17 | 6 | per week. |
| (vi) The council shall have the right to employ refuse lifters taking delivery of bulk refuse from shops weekly at the rate prescribed in clause 4 (i) hereof and without the necessity of supplying clothing prescribed in clause 13 (d) for a maximum of three hours weekly. | | | | |

Clause 5. Increase in Rates of Remuneration

The rates of remuneration provided in this agreement shall be amended from time to time by any changes which are made in Order 238 of the Government Service Tribunal and shall be applied to this agreement in line with the Public Service Commission formula which is adopted following Government Service Tribunal Orders and shall be deemed to be incorporated in this agreement.

Clause 6. Overtime and Special Payments

(a) Except where otherwise provided all time worked beyond the hours herein before mentioned shall be considered overtime and shall be paid for at the following: Time and a half for the first three hours and thereafter double time. All time worked after 12 noon on Saturday shall be paid for at double ordinary rates.

(b) Except where otherwise provided, work performed on Sundays shall be paid for at double ordinary rates.

(c) Where any worker turns out and reports on the job for normal overtime on a Saturday and it is wet he shall receive a minimum of two hours pay at the prescribed overtime rates.

(d) Any worker called out for special work such as wash-outs urgent road repairs, blow-outs and water services and-or of a similar nature and who performs the work outside ordinary working hours shall be paid at the rate of double time with a minimum payment of one hour.

(e) Gum-boots shall where necessary be supplied by the employer where a worker is working in water, slush or wet concrete over 2 in. in depth.

(f) Where it is required by the employer that a worker standby outside working hours an allowance shall be made which shall be agreed upon between the employer and the union.

(g) All workers called out for essential services shall be paid a minimum of 4 hours same to be calculated from the time a worker leaves his home and returns thereto, or that reasonable travelling time be allowed.

Clause 7. Tunnels, Shafts, Sumps etc.

(a) Where men are employed in tunnels, shafts or sumps, the shift shall not exceed eight hours and this period shall include half an hour crib time provided that this shall not apply where a drive or tunnel is less than 20 ft in length, and in shafts or sumps less than 15 ft below the surface, measured bank to bank.

(b) The provision of the Construction Act 1959 and its regulations shall apply to all scaffolding and excavation work carried out under this agreement.

(c) Where the conditions are wet and muddy and the men are required to work, they shall be provided with gumboots and short water proof coats if available.

(d) Men employed in sinking shafts, sumps, pier-holds or working in trenches, water-courses, or creeks over 6 ft in depth shall be paid the following extra payments.

Over 6 ft and up to and inclusive of 12 ft 2d. extra per hour.

Over 12 ft and up to and inclusive of 20 ft 3d. extra per hour.

Over 20 ft 6d. extra per hour.

Clause 8. Provision for Grave Diggers

Where graves are being excavated in wet weather, tent flies or covering shall be provided. Gum-boots shall be provided when re-opening bad graves and suitable water-proof coats when attending funerals in wet weather. Grave diggers shall be supplied with two pairs of leather boots and four pairs of overalls per year. Where the council requests a worker to purchase boots or overalls, the council shall meet the full cost of same.

Clause 9. Contract Work

Where possible, and by mutual agreement, it shall be lawful for the local body to employ men on co-operative contract system, the general working conditions of such system to be agreed upon between the employer and the union.

Clause 10. Holidays

(a) The recognised holidays shall be New Year's Day, 2 January, 29 January, Good Friday, Easter Monday, Anzac Day the birthday of the reigning Sovereign, Labour Day, Christmas Day and Boxing Day. The employer shall pay wages for the aforementioned holidays to all workers performing work coming within the scope of this agreement.

(b) When any of the above holidays, except Anzac Day, falls on a Saturday or Sunday it shall be observed on the following Monday and in the event of another falling on such Monday such other holiday shall be observed on the succeeding Tuesday.

(c) Except as otherwise provided in this agreement, all workers who qualify for the abovementioned holidays and work on any of the days mentioned, shall be paid for at double ordinary rates in addition to their holidays.

(d) A worker who has been certified as fit to resume work on any of the above holidays following sick leave or absence because of an accident, and who reports for duty on the working day immediately following such holiday, shall be paid for such holiday.

Clause 11. Annual Holidays

Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944, provided that after a worker has 10 years continuous service with the council, he shall receive three weeks annual holiday per year.

Clause 12. Higher Grade Workers

Any worker put to do work of a higher grade coming within the scope of this agreement shall receive the wages of such grade while so employed. A minimum payment at the higher rate shall be for two hours. Where a worker is required to relieve a worker receiving a higher rate and where that higher rate has been agreed to by resolution of the council outside of this agreement, the relieving worker shall receive that higher rate as agreed to by the council while so employed.

Clause 13. Tools and Accessories

- (a) All tools shall be provided and kept in good order by the employer.
- (b) Hydrant men shall be supplied with gumboots, overalls and hand protectors; street washers with boots and rainproof oilskins; and drainers in wet places with gumboots and skin backs.
- (c) Jointers required to join up pipes with cement or lime mortar or any other deleterious substance causing injury to the hands shall be supplied with suitable gloves.
- (d) Two pairs of overalls shall be supplied twice yearly to refuse lifters; this provision to be effective after the worker has been in the employ of the council for a period of four weeks.
- (e) Where the council requests a worker to purchase gumboots, overalls, hand protectors, boots, rain proof oil skins, skin backs, leather boots, or gloves, the council shall meet the full cost of same.

Clause 14. Wet Places

- (a) Six hours shall constitute a day's work in tunnelling where workers are working in wet places or foul air and shall be paid for as if the workers had worked eight hours.
- (b) A 'wet place' shall be deemed to be a place where workers are required to work in water or slush over 3 in. in depth or in wet concrete or where water other than rain is dripping on them.

Clause 15. Ventilation

Ventilation in all drives and tunnels shall be in accordance with the Quarries Act.

Clause 16. Tar and Bitumen Workers

- (a) When engaged on work with premix, bitumen, tar, creosote or similar substances, a worker shall be supplied with gloves, boots, overalls, oil and goggles.
- (b) Workers shall be allowed not less than 10 minutes for washing and changing each day.

Clause 17. Sewer Workers

- (a) Workers employed in cleaning silt from sewers shall be supplied with gumboots and overalls.
- (b) Repairers of old sewers and branch connections shall, where necessary, be supplied with liquid disinfectant, gumboots and overalls.
- (c) Before work on an old sewer is commenced, it shall first receive adequate ventilation and disinfection where necessary.

(d) Seven hours shall constitute a day's work where workers are employed in cleaning the interiors of storage tanks and shall be paid for as if the workers had worked eight hours.

Clause 18. Accommodation

The employer shall provide accommodation to the satisfaction of the Inspector of Factories to enable workers to change and dry their clothes and have their meals. Such accommodation shall be for the use of all workers on the job. No lime, cement or tools shall be stored in the change house. The employer shall provide proper sanitary accommodation which shall be placed at a reasonable distance from the change house and make provision for boiling water for meals. Change houses shall be thoroughly cleaned and disinfected at least once a week. Baths or shower baths with hot and cold water and soap shall be provided for refuse lifters and tipmen. The lunch room shall be separate from change rooms or any other accommodation.

Clause 19. Accidents

(a) A fully equipped modern first aid emergency kit or case provided by the employing authority shall, to the satisfaction of the Inspector of Awards, be kept in a convenient and accessible position on each job where men are employed; and instruments, appliances and stock of or for such kit or case shall be kept clean, efficient and replenished to the like satisfaction.

(b) Whenever possible, a man with a knowledge of first aid shall be included in each gang employed.

(c) Any worker injured whilst employed shall as soon as possible after such injury report the nature, cause circumstances and time of such injury to the person in charge of the job, who shall note the name of such employee, the nature, cause, circumstances and time of the said injury and the nature of the first aid rendered, if any; and shall duly report all the said matters to the employing authority and also to the union secretary.

(d) If in the opinion of the person in charge of the job or, failing such person, the workmate or workmates of any injured worker, such worker requires medical attention, or failing that, the attention of a chemist; or that conveyance of such worker for the purpose of attention is necessary, the reasonable cost of such attendance and conveyance shall be borne by the employing authority.

Clause 20. Meal Money

(a) The employer shall allow meal money at the rate of 5s. per meal when workers are required to work after 6 p.m. on any ordinary working day and after 1 p.m. on Saturdays Sundays and award holidays; provided that such workers can not reasonably get home for their meals.

(b) When workers are required to work under tidal conditions continuously without a meal, then such workers shall be paid double rates for the period usually observed as meal-time.

(c) When any shift worker is employed at the request of the employer on an extra shift in any department within the scope of this agreement, 5s. tea money shall be allowed.

Clause 21. Morning and Afternoon Tea

An interval of not more than 10 minutes shall be allowed for morning tea and afternoon tea and the employer shall provide facilities for boiling water for same.

Clause 22. Payment of Wages

(a) Wages shall be paid weekly in cash during working hours except in cases approved of.

(b) In the case of dismissal, not less than five days notice shall be given by either party of the termination of the engagement but nothing in this clause shall prevent an employer from summarily dismissing a worker for misconduct.

Clause 23. Workers Representative

Every employer bound by this agreement shall permit the secretary or other authorised officer of the union of workers to enter at all reasonable time (to be mutually arranged between the employer and the union) upon the premises or works and there interview the workers, but not so as to interfere unreasonably with the employers' business.

Clause 24. General Provisions

(a) Refuse containers shall not exceed the by-law requirements and height of the loading plates of trucks shall not be more than 5 ft 9 in.

(b) Sweepers on the streets and day-men called out who are required to work on statutory holidays and Sundays shall receive a minimum of four hours' pay.

Clause 25. 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 union or such other person as may be appointed to act and in the default of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner for the district, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Conciliation Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party desiring appeal.

Clause 26. Workers to be Members of the Union

(a) Subject to the provisions of subsection (5) of section 18 of the Industrial Conciliation and Arbitration Act 1936, 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.

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

NOTE—Attention is drawn to subsection (4) of section 18 of this Industrial Conciliation and Arbitration Act 1936, which gives to workers the right to join the union.

Clause 27. 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 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 worker shall consider.

(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 the 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 low wage, to examine the permit or agreement by which such wage is fixed.

Clause 28. Casual Workers

(a) Casual workers shall be paid prorata on the basis of the weekly wages provided herein, plus 15 per cent, and all casual workers employed under this clause shall be paid for a minimum of four hours.

(b) A worker shall be deemed to be employed as a casual worker under this clause if he or she is engaged specifically for a period of less than five days.

Clause 29. Part Time Workers

(a) Part time workers may be employed under the terms of this agreement and subject to the written consent of the union being obtained. Part time workers are workers regularly employed for less than 40 hours per week.

(b) Part time workers shall be paid prorata on the basis of the weekly wage provided herein, plus one-twentieth. The hours of employment of part time workers shall be continuous except for a meal interval not exceeding one hour.

(c) Unless the hours of employment of part time workers are limited to the hours set out in the written consent of the union, such workers shall be entitled to the full wages described in clause 4 hereof.

Clause 30. Workers Not Provided For

Any worker not enumerated in this agreement shall be paid such rate of wages as may be agreed upon between the employer and the representatives of the union.

Clause 31. Scope of Agreement

The operation of this agreement is limited to all works performed by the New Lynn Borough Council.

Clause 32. Terms of Agreement

This agreement shall come into force on the first day of April 1961 and shall remain in operation until 31 March 1963.

The common seal of the body corporated called the Mayor, Councillors and Citizens of the borough of New Lynn was affixed hereto pursuant to a resolution of the council passed on the 21st day of June 1961 in the presence of—

[L.S.]

Signed and sealed this 3rd day of July 1961.

S. R. NOALL, Mayor.
J. H. GRAY, Town Clerk.

Signed on behalf of the Auckland and Suburban Local Bodies Labourers' and Related Trades Industrial Union of Workers—

E. R. MACKEN, President.
H. F. CALLAGHER, Secretary.