

FLETCHER-KAISER EMPLOYEES, LYTTELTON TUNNEL CONTRACT—
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 1954 this 23rd day of August 1961 between the Canterbury General and Builders Labourers and Related Workers Industrial Union of Workers (reg.) (hereinafter called the union) of the one part and the contracting partnership of the Fletcher Construction Co. Ltd., Wellington and Kaiser Engineers and Constructors Inc. of Oakland, California (hereinafter referred to as the employer) of the other part, whereby it is mutually agreed by and between the parties hereto as follows:

(1) That the terms, 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 incorporated in and 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 of the said terms, conditions, stipulations and provisions, but shall in all respects abide by and perform the same.

SCHEDULE

1. This agreement shall apply to all workers (other than tradesmen and foremen whose duties are substantially overseeing not manual) employed on and in connection with tunnelling and ancilliary operations at the Lyttelton Tunnel Contract, Christchurch.

2. The rate of wages for workers employed under this agreement shall be:

	Per Hour		Per Week	
	s. d.	£ s. d.	£ s. d.	£ s. d.
(a) Tunnel labourers	6	10	13	13 4
(A tunnel labourer is a worker who works inside a tunnel other than as a member of the face crew)				
(b) Tunnellers	7	2	14	6 8
(c) Tunnellers with three years experience on tunnel duties ..	7	6	15	0 0
The wage rate provided in sub clauses (a) (b) and (c) is an inclusive one and clause 3 of this agreement shall have no application except for sub clauses (a) (h) and (i).				
(d) Workers other than tunnellers	6	7	13	3 4

Definitions

Tunnellers and tunnel labourers are workers engaged on duties inside an underground excavation more than 15 ft in length or a shaft more than 15 ft in depth connecting to a tunnel.

Additional Payments

3. (a) Workers employed in operating heavy mechanical equipment driven by power units of 10 h.p. or over shall be paid 4d. per hour extra.

(b) Workers using the following shall be paid 3d. per hour extra: Power vibrators, pneumatic hammers or drills, mechanical rammers, borers and breakers.

(c) Certified men using explosives 3½d. per hour extra.

(d) Workers measuring, cutting and/or bending steel for reinforced concrete work shall be paid 2d. per hour extra. If employed full time and on the supplying of proof of 12 months experience the payment shall be increased by 1d. per hour making a total payment of 3d. per hour extra.

(e) Workers who may in the course of their duties be required to do welding shall be paid 3d. per hour extra.

(f) Workers engaged in mixing, laying or pouring concrete including feeding materials to mixer shall be paid 2½d. per hour extra. Workers using power driven rammers, vibrators, mechanical levellers or mechanical screeders shall be paid 3d. per hour extra.

(g) Where workers are called upon to work in water, slush, mud or wet concrete 1 in. or more in depth the employer shall provide such worker with gumboots suitable for the work and shall pay them 2½d. per hour extra. If proper gumboots are not supplied in such circumstances the employer shall pay the worker a total payment of 6d. per hour extra.

(h) Any worker called upon to perform work of an unusually dangerous nature or of an unusually dirty or offensive nature shall be paid such extra rate per hour as may be agreed upon between employer and the worker. Failing agreement the rate shall be settled by a dispute committee constituted in accordance with the provisions of clause 15 of this agreement.

(i) Leading hands in charge of four or more workers shall receive 4s. per day additional.

(j) No worker shall receive two special payments in respect of the same hour. Where two special payments are provided he shall receive the higher.

Hours of Work

4. Except where otherwise specified the ordinary hours of work shall not exceed 40 hours per week - eight hours per day to be worked between 7.30 a.m. and 5 p.m. from Monday to Friday, both days inclusive.

A morning and afternoon break of 10 minutes shall be allowed without deduction of wages.

Overtime

5. (a) All work done outside or in excess of the daily hours fixed in clause 4 of this agreement shall count as overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(b) Any work done in excess of four hours on Saturdays or after 12 noon on Saturdays shall be paid for at double time rates.

Any worker required to work on any Saturday, Sunday, or on any holiday shall receive not less than four hours' pay at overtime rates and if five hours or more are worked, not less than eight hours shall be paid at overtime rates; provided, however, that in the event of work being available and the worker not being ready and willing to continue work for the full period for four or eight hours as the case may be, payment shall be made only for time actually worked.

(c) Any worker having to work all day and having to continue to work until midnight shall be given eight hours off or be paid double time rates for all time worked on the second day, until an eight hour break occurs.

(d) When men start work before the usual time for commencing work to attend to pumps or other essential work they shall be paid overtime for such periods at the rate of time and a half, provided that the total hours worked do not exceed eight per day. If, in addition to the early start, such men work the full eight hours, the excess hours shall be paid for at overtime rates as provided in sub clause (a) of this clause.

(e) Any time worked in excess of five hours without an interval of half an hour for a meal shall be paid for at overtime rates.

(f) The employer shall endeavour to restrict overtime work if there are any members of the union out of work and available at the time, and the union shall undertake, on request, to supply any labour that may be available.

(g) Any worker who is called back to work overtime after having completed his day's work and having left his place of employment shall receive a minimum payment of two hours.

Meal Money

6. (a) The employer shall allow meal money at the rate of 5s. per meal when workers are called upon to work one hour or later after their usual daily time of knocking off.

(b) Men shall work during the regular meal times if required to do so by the employer, and shall be paid double ordinary time for the time so worked: Provided that in no case shall a man be employed for more than five hours without being given the time usually allowed for a meal.

Shift Work

7. Notwithstanding the provisions of clause 4 of this agreement shifts may be worked.

(a) Shift work means work which is carried out by two or more successive relays or spells of workmen. Where shifts are worked the employer shall as far as possible arrange the shifts in accordance with the wishes of the men concerned.

(b) Workers on non-rotating shifts starting or finishing at times other than between 7 a.m. and 5.30 p.m. shall receive an additional sum of 4s. 6d. per shift. Workers on rotating shifts shall receive an additional sum of 3s. per shift for all shifts worked, including time worked between 7 a.m. and 5.30 p.m.

(c) Ordinary hours for shift workers shall not exceed 40 hours per week of five eight hour shifts. Each shift shall be inclusive of half an hour crib-time.

(d) If more than eight hours are worked in one shift the excess hours shall be paid for at overtime rates.

(e) Afternoon and night shift workers shall observe holidays on the afternoon or night of the holiday on which their shift hours substantially fall.

(f) Should any worker be required to work between the hours of 5.30 p.m. and 7 a.m. other than on regular shifts he shall be paid for such work at overtime rates.

(g) Where a shift worker has worked at least four hours' overtime and is called upon to work another shift without a break of eight hours he shall be paid at double ordinary time for all further time worked until an eight hour break is given.

(h) Working time shall commence and finish at the place in the tunnel where the work is to be performed and travelling time from and to such place from the portal or shaft-head shall be paid for at ordinary rates once each way in each shift.

(i) Work performed on Saturdays, Sundays or holidays shall be paid for at overtime rates in accordance with sub clause (b) of clause 5 and sub clause (e) of clause 12.

(j) *Transport*—Arrangements for the transport of shift workers who are required to commence work or finish work at a time when public wheeled traffic is not available and who are normally dependent on such transport to get to and from work shall be left to the employer. Any dispute or difference that may arise under this sub clause shall be dealt with in the manner prescribed by clause 15 (Disputes).

(k) (i) *Foul Air*—Six hours shall constitute a days work in tunnels where workers are working in foul air. Workers employed under this sub clause shall be paid for each shift for six hours as if eight hours had been worked. If additional hours are worked then payment for these shall be made at normal overtime rates.

(ii) *Wet Places in Tunnels*—A wet place in the tunnel shall mean a place where a worker has to work in not less than 2 in. of water or where water other than rain is continually dripping on him. The employer shall provide waterproof helmet, coat, trousers and footwear so that workers will remain dry during their tunnelling duties. Where wet places are met the workers working in the wet places shall be paid 1s. per

hour extra for the time so employed in the wet place provided however that should the worker become wet whilst working in the wet place notwithstanding the clothing supplied then 6 hours shall constitute a days work and workers so effected shall be paid for each shift of 6 hours as if 8 hours had been worked. If the 6 hours provision is applied the hourly payment for work in wet places will not be made.

If additional hours are worked then payment for these shall be made at normal overtime rates.

Terms of Employment

8. (a) After one weeks service the employment shall be deemed to be a weekly one and one weeks notice shall be given by either side or one weeks wages paid or forfeited as the case may be. During the first week of service two hours notice shall be given or two hours wages paid or forfeited as the case may be. Provided however that the employer shall be entitled to dismiss any worker summarily for misconduct.

(b) No deduction in respect of time lost by any weekly worker shall be made from the wages payable to him except for time lost by reason of the default of the worker or by reason of his illness or of any accident suffered by him.

(c) Wages shall be paid weekly in the employers time on the regular pay-day which shall not be later than Thursday. All waiting time shall be paid for. When a worker is discharged he shall be paid without delay and when a worker leaves a job he shall on demand be paid, within 24 hours of leaving. All waiting time beyond the prescribed time shall be paid for at ordinary rates. Written details of the wage make-up shall be supplied to each worker with each wages payment.

Tool Allowance

9. Where a tunneller agrees to supply his own tools a tool allowance of 2d. per hour shall be paid otherwise the employer shall provide all tools.

Accommodation

10 (a) The employer shall provide accommodation to the satisfaction of the inspector of the appropriate authority to enable workers to change and dry their clothes and have their meals. Except in exceptional cases, no lime, cement, or tools shall be stored in the accommodation provided. The employer shall also provide proper sanitary accommodation.

(b) Where the inspector of the appropriate authority considers it practicable, reasonable ablution facilities shall be established on all jobs.

(c) Boiling water shall be provided at meal times for refreshment respite.

Accident

11. A first aid emergency case approved by the St. Johns Ambulance shall be kept by the employer in a convenient and accessible position in every place where the inspector of the appropriate authority shall deem it necessary. If available one person holding a St. Johns current certificate shall be employed on each shift.

Holidays

12. (a) The following shall be recognised holidays which shall be paid for at ordinary rates, except when the holidays fall on a day other than an ordinary working day. New Year's day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, Christmas Day, Boxing Day, and Anniversary day or a day in lieu thereof.

(b) The employer shall pay wages for the above holidays to all workers performing work coming within the scope of this agreement who have been employed by him at any time during the fortnight ending on the day on which the holiday occurs.

(c) Where any worker has been employed upon work by more than one employer during the fortnight ending on the day on which any of the above holidays occurs, he shall be entitled to receive proportional payment for the holidays assessed on the basis of one-tenth of an ordinary day's pay for each such holiday for each such day employed during that fortnight.

Workers who have not been employed elsewhere during that fortnight or who terminate their employment and are not taking up other employment during that fortnight shall if required by the employer declare such facts in writing and will then be paid the full holiday payment.

(d) 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.

(e) Except as otherwise provided any work done on any of the above holidays shall be paid for at double time rates.

Time worked on Sundays shall be paid for at double time rate.

Annual Holidays

13. (a) The provisions of the Annual Holidays Act 1944 shall apply to workers covered by the provisions of this agreement.

(b) Shift workers regularly employed on shifts for which a shift allowance is payable shall after 12 months' continuous service as such be granted three weeks' annual holiday or ordinary pay as defined in the Annual Holidays Act 1944.

(c) Any worker who is employed for less than 12 months as a shift worker shall, in addition to two weeks' annual holiday under the Annual Holiday Act, be granted additional period representing the corresponding proportionate part of one week extra which is granted to regular shift workers.

Delegates

14. Management will recognise one delegate and the following procedure will be followed:

(a) The union will notify management in writing the name of the worker who they wish to appoint as their delegate.

(b) The delegate will have the right to approach management on grievances.

(c) If after approach settlement is not reached then the delegate will refer the matter raised to the union.

(d) No stoppages of work will occur and clause 15 of this agreement will be strictly adhered to.

Disputes

15. 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, 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 disputes committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon, or, in default of agreement, to be appointed by a Conciliation Commissioner. Should either party fail to appoint representatives to the disputes committee, either party may refer the matter in dispute to Conciliation Commissioner, who may either decide the matter or refer the matter to the Court. In the event of the disputes committee coming to a

decision, either side shall have the right of appeal to the Court against the decision of the committee or the decision of the Commissioner, and written notice of such appeal shall be given to the other side within 14 days after such decision has been made known to the party desirous of appealing.

Right of Entry

16. The secretary or other authorised representative of the union shall be entitled to enter at all reasonable times upon the premises or job of the employer bound by this agreement for the purpose of interviewing any workers (with the consent of the employer or his representatives, such consent not to be unreasonably withheld), but not so as to interfere unreasonably with the employer's business.

Worker to be Member of the Union

17. It shall not be lawful for the employer bound by this agreement to employ or to contrive to employ in any position or employment subject to this agreement any person who is not for the time being a member of an industrial union bound by this agreement.

Terms of Agreement

18. This agreement shall be deemed to have come into force on the 23rd day of August 1961 and shall continue in force until 23rd day of February 1963.

In witness whereof the parties hereto have executed these present in the day and the year first before written.

J. G. SMITH Project Manager.

Witness—D. W. Joy.

Signed for and on behalf of the Fletcher Construction Co. Ltd. and Kaiser Engineers and Constructors Inc.

G. BRADY, President.

Witness—Jas. Shankland, Secretary.
